The City of

Boynton Beach

City Commission Agenda

Tuesday, February 6, 2018, 6:30 PM

City Hall Chambers
100 E. Boynton Beach Blvd., Boynton Beach, FL 33435
Regular City Commission Meeting

Boynton Beach City Commission

Mayor Steven B. Grant (At Large)
Vice Mayor Justin Katz (District I)
Commissioner Mack McCray (District II)
Commissioner Christina L. Romelus (District III)
Commissioner Joe Casello (District IV)

Lori LaVerriere, City Manager
James Cherof, City Attorney
Judith A. Pyle, City Clerk

MISSION
To create a sustainable community by providing exceptional municipal services, in a financially responsible manner.

America's Gateway to the Gulfstream

www.boynton-beach.org

WELCOME
Thank you for attending the City Commission Meeting

GENERAL RULES AND PROCEDURES FOR PUBLIC PARTICIPATION AT CITY OF BOYNTON BEACH COMMISSION MEETINGS

THE AGENDA:
There is an official agenda for every meeting of the City Commissioners, which determines the order of business conducted at the meeting. The City Commission will not take action upon any matter, proposal, or item of business, which is not listed upon the official agenda, unless a majority of the Commission has first consented to the presentation for consideration and action.

- **Consent Agenda Items:** These are items which the Commission does not need to discuss individually and which are voted on as a group.
- **Regular Agenda Items:** These are items which the Commission will discuss individually in the order listed on the agenda.
- **Voice Vote:** A voice vote by the Commission indicates approval of the agenda item. This can be by either a regular voice vote with "Ayes and Nays" or by a roll call vote.

SPEAKING AT COMMISSION MEETINGS:
The public is encouraged to offer comment to the Commission at their meetings during Public Hearings, Public Audience, and on any regular agenda item, as hereinafter described.

City Commission meetings are business meetings and, as such, the Commission retains the right to impose time limits on the discussion on an issue.

- **Public Hearings:** Any citizen may speak on an official agenda item under the section entitled "Public Hearings."
- **Public Audience:** Any citizen may be heard concerning any matter within the scope of the jurisdiction of the Commission - Time Limit - Three (3) Minutes
- **Regular Agenda Items:** Any citizen may speak on any official agenda item(s) listed on the agenda after a motion has been made and properly seconded, with the exception of Consent Agenda Items that have not been pulled for separate vote, reports, presentations and first reading of Ordinances - Time Limit - Three (3) minutes

ADDRESSING THE COMMISSION:
When addressing the Commission, please step up to either podium and state, for the record, your name and address.

DECORUM:
Any person who disputes the meeting while addressing the Commission may be ordered by the presiding officer to cease further comments and/or to step down from the podium. Failure to discontinue comments or step down when so ordered shall be treated as a continuing disruption of the public meeting. An order by the presiding officer issued to control the decorum of the meeting is binding, unless over-ruled by the majority vote of the Commission members present.

Please turn off all pagers and cellular phones in the City Commission Chambers while the City Commission Meeting is in session.

City Commission meetings are held in the Boynton Beach City Commission Chambers, 100 East Boynton Beach Boulevard, Boynton Beach. All regular meetings are held typically on the first and third Tuesdays of every month, starting at 6:30 p.m. (Please check the Agenda Schedule - some meetings have been moved due to Holidays/Election Day).

1. OPENINGS

A. Call to Order - Mayor Steven B. Grant

Roll Call

Invocation

Pledge of Allegiance to the Flag led by Commissioner Casello

Agenda Approval:

1. Additions, Deletions, Corrections
2. Adoption

2. OTHER

A. Informational items by Members of the City Commission

3. ANNOUNCEMENTS, COMMUNITY AND SPECIAL EVENTS AND PRESENTATIONS

A. Announcement by Recreation & Parks Director Wally Majors about the 6th Annual Barrier Free 5K Run, Walk & Roll that will be held on Saturday, February 10 beginning at 7:30am and 2nd Annual Magic Wheels & Specials Deals event that will be held on Friday, February 9, beginning at 6pm. Both events will be held at Barrier Free Park. The Magic Wheels & Special Deals event will include the "ribbon cutting" ceremony for the new multi-station, accessible playground that is being installed at the Park.
Wally Majors will announce the "honorary starter" of the 5K and the recipient of this year's Magic Wheelchair.

B. Proclaim February 11th-17th, 2018 as 2-1-1 Awareness Week. Sharon L'Herrou, 211's President/CEO will be present to accept the proclamation.

4. PUBLIC AUDIENCE

INDIVIDUAL SPEAKERS WILL BE LIMITED TO 3 MINUTE PRESENTATIONS (at the discretion of the Chair, this 3 minute allowance may need to be adjusted depending on the level of business coming before the City Commission)

5. ADMINISTRATIVE

A. Appoint eligible members of the community to serve in vacant positions on City advisory boards. The following Regular (Reg) and Alternate (Alt) Student (Stu) and Nonvoting Stu (N/V Stu) openings exist:

Arts Commission: 1 Reg and2 Alts
Building Board of Adjustments & Appeals: 2 Regs and 2 Alts
Community Redevelopment Agency Advisory Bd. 1 Reg
Employee Pension Board: 1 Reg
Library Bd: 1 Alt
Senior Advisory Bd: 2 Alts

B. Authorize the Mayor to travel to Orlando, FL to attend P3 Certification Training Program, April 16-18, 2018 and to pay for two (2) nights at the hotel.

6. CONSENT AGENDA

Matters in this section of the Agenda are proposed and recommended by the City Manager for "Consent Agenda" approval of the action indicated in each item, with all of the accompanying material to become a part of the Public Record and subject to staff comments

A. **PROPOSED RESOLUTION NO. R18-014** - Approve and authorize City Manager to sign individual agreements for an ongoing contract as a result of RFQ No.: 049-2410-17/IT for General Planning Services to be executed based on individual task orders in compliance with the purchasing policies and procedures. Authorization is requested to allow the City Manager to sign an agreement with each of the top-ranked consultants.

B. **PROPOSED RESOLUTION NO. R18-015** - Authorize the City Manager or designee to sign an agreement between the City of Boynton Beach and Florida Atlantic University Board of Trustees for the education and training of students and residents in the Charles E. Schmidt College of Medicine programs..

C. **PROPOSED RESOLUTION NO. R18-016** - Authorize the City Manager to sign a reimbursement agreement between Palm Beach County Emergency Management and the City of Boynton Beach for the purchase of six (6) video laryngoscopes via the Palm Beach County Emergency Management (PBCEM) recently awarded Emergency Medical Services grant for 2018 for an amount not to exceed $7,200. The purchase will be made through Bound-Tree Medical of Dublin, OH based on three quotes.

D. **PROPOSED RESOLUTION NO. R18-017** - Approve and authorize the City Manager sign a Rental Contract for the rental of a 1,000 kilowatt (KW) backup emergency generator and cables at the East Water Treatment Plant from Pantropic Power for a monthly cost of $7,866 for fiscal year 2017-18, for a total cost of $94,392. The Contract is based upon NJPA Contract # 080613-CAT with Caterpillar. Pantropic is their local representative.

E. **PROPOSED RESOLUTION NO. R18-018** - Authorize the City Manager to sign proposal for survey services to be provided by WGI (Wantman Group Inc.) under RFQ #067-2821-16/TP - Task Order # U-A-01 in the amount of $25,270.00 to support the planning and design of the Lakeside Gardens Neighborhood Drainage Improvements, specifically for Potter Road and N. Lake Drive.

F. **PROPOSED RESOLUTION NO. R18-019** - Approve the purchase of an Atomic Absorption Spectrophotometer from Perkin Elmer Health Sciences, Inc. utilizing a University of Florida "Specialty Lab Suppliers" MOU agreement of ITN15NH-115 for a cost of $65,120.72. The University of Florida procurement process satisfies the City's competitive bid requirements.

G. Approve increase of Purchase Order 151103 - Task Order # U-2B-01 issued to AECOM in the amount of $17,834.00 for engineering consulting services to support the implementation of the NE 20th Avenue Drainage Improvement project, this will revise the amount of task order from $84,969 to $102,803.

H. Approve the purchase of infraMAP NOW software through a sole source from iWater, Inc. of Irvine, CA for a cost of $48,000.

I. Authorize the purchase of a Grand LX Valve Maintenance trailer from manufactured by E.H. Wachs in Lincolnshire, IL for a cost of $61,337.50 as a sole source vendor.

J. **PROPOSED RESOLUTION NO. R18-020** - Approve utilizing the General Services Administration (GSA) contract # GS-35F-184BA to enter into a 60-month contract for the purchase of Internet services from Comcast Business Communications, LLC for $640 a month, for a total 60 month cost of $38,400; and authorize the City Manager to sign a Comcast Enterprise Services Sales Order Form.

K. **PROPOSED RESOLUTION NO. R18-021** - Authorize utilizing the State of Florida Alternate Contract #43211500-WSCA-15-ACS for the purchase of Dell workstations and Laptops from Dell Marketing LP of Round Rock, TX for the Utilities Department in an amount not to exceed $36,500. The City is allowed to purchase from State of Florida Contracts.

L. Approve an increase to estimated annual expenditure to Lou Bachrodt Freightliner of Pompano Beach, FL from $25,000 to $80,000 per City Bid # 068-1412-17/MFD due to higher than expected repair costs.

M. Accept the written report to the Commission for purchases over $10,000 for the month of December 2017.

N. Approve the minutes from the Regular City Commission meeting held on January 16, 2018

7. BIDS AND PURCHASES OVER $100,000

A. **PROPOSED RESOLUTION NO. R18-022** - Approve utilizing the City of Miami's Contract IFB No. 516388 to furnish and install emergency equipment for law enforcement vehicles on an "AS NEEDED BASIS" from Dana Safety Supply, Inc. of Doral, FL for an estimated annual amount of $225,000. The City of Miami's procurement process satisfies the City's competitive bid requirements.

B. **PROPOSED RESOLUTION NO. R18-023** - Authorize utilizing the City of Miami Beach's Contract #ITB-2014-191-SW for interior and exterior painting and waterproofing for the fiscal year 2017/2018 from Hartzell Painting Contractors of Pompano Beach, FL for an estimated annual expenditure of $220,000. The City of Miami Beach's procurement process satisfies the City's competitive bid requirements.

C. **PROPOSED RESOLUTION NO. R18-024** - Approve acceptance of a six-month interim contract extension for "Landscape Maintenance", Contract No. X020-2730-13/MMA, with various Landscape Maintenance companies effective March 1, 2018.

D. **PROPOSED RESOLUTION NO. R18-025** - Authorize City Manager to enter into an agreement with Dell Financial Services for the lease/purchase of 60 Panasonic CF-54 Semi-Ruggedized Laptops from Insight Public Sector, utilizing Communications 1250 Trust Fund (Account # 691-5000-590-01-27), in the amount of $51,456.58 for the first year and then then the same amount per year for the 2nd and 3rd year from the departmental budget with a $1 buyout at the end of the three (3) year lease term. Total cost of $154,369.74. Pricing for these laptops is based on the Florida NASPO ValuePoint Computer Hardware Contract (#MNWNC-124/43211500-WSCA-15-ACS).

8. COMMUNITY STANDARDS and LEGAL SETTLEMENTS - None

9. PUBLIC HEARING

7 P.M. OR AS SOON THEREAFTER AS THE AGENDA PERMITS

The City Commission will conduct these public hearings in its dual capacity as Local Planning Agency and City Commission.

10. CITY MANAGER'S REPORT

A. Provide direction to staff regarding potential land sale or transfer of City owned land parcel adjacent to Palm Beach Leisureville.

B. Accept the annual report from the Citizen Oversight Committee for the fiscal year 2016-2017.

11. UNFINISHED BUSINESS - None

12. NEW BUSINESS

A. **PROPOSED RESOLUTION NO. R18-026** - Authorize the Mayor to sign an Interlocal Agreement between the City of Boynton Beach and Boynton Beach Community Redevelopment Agency (CRA) to provide financial support to the Ocean Breeze East Apartments LLC in association with their application for the 9% tax credit for Low Income Housing Tax Credits and sign any related application documents to confirm such support.

13. LEGAL - None

14. FUTURE AGENDA ITEMS

A. Members of the Commission has requested to review and discuss the Public Arts Ordinance - **February 2018**

B. Staff to review PBC Ordinance on Panhandlers - **March 2018**

C. Staff to bring information concerning the following land parcels for the Commission to review - **TBD**
   Nichols Property
   Rolling Green
   Girl Scout Park

D. Mayor Grant has requested staff to review sign ordinance as it relates to people holding signs in public rights of ways - **TBD**

E. **PROPOSED ORDINANCE NO. 17-021 - SECOND READING** - Approve Town Square Future Land Use Map Amendment from Public and Private Governmental/Institutional (PPGI) and High Density Residential (HDR) to Mixed Use Medium (MXM) and rezone from PU Public Usage, REC Recreation and R-3 Multifamily to MU-3 Mixed Use 3 zoning district. City-initiated. ***(First Reading approved 8/15, Second Reading to coincide with approval of the Master Plan) - February 20, 2018***

PROPOSED ORDINANCE NO. 17-022 - SECOND READING - Amending Ordinance 02-013 to Rezone a Parcel of Land Described Herein and Commonly Referred to as Town Square From Public Usage (Pu); Recreation (Rec) And Multifamily (R-3) to Mixed Use 3 (Mu-3). ***(First Reading approved 8/15, Second Reading to coincide with approval of the Master Plan) - February 20, 2018***

F. Commissioner has requested legal provide update on legal issues with QPOD - **TBD**

G. **PROPOSED ORDINANCE NO. 18-___ - FIRST READING** - Approve MLK South Rezoning (REZN 18-003) from MU-L2 (Mixed Use–Low Intensity 2 District) to MU-2 (Mixed Use 2 District) to complete implementation of the CRA Community Redevelopment Plan's recommendation for the subject 2.97 acre area. Applicant: City-initiated. - **February 20, 2018**

H. Approve the Boynton Beach Town Square Master Plan for a mix of civic, residential and commercial uses, pending reclassification of the 15.04 acre property from Public and Private Governmental/Institutional (PPGI) and High Density Residential (HDR) to Mixed Use Medium (MXM) and rezoning from Public Usage (PU), Recreation (REC), and Multifamily (R-3) to Mixed Use 3 (MU-3) zoning district. City-initiated. - **February 20, 2018**

I. Approve Boynton Beach Gateway Police Station Community Design Appeal (CDPA 17-010) of Chapter 4, Article III, Section 3.G., "Overhead doors facing rights-of-way", located at the SE corner of Gateway Boulevard and High Ridge Road in the PID (Planned Industrial Development) zoning district. Applicant: City of Boynton Beach. - **February 20, 2018**

J. Approve Boynton Beach Gateway Police Station Major Site Plan Modification (MSPM 17-010) to construct a two-story, 53,800 square foot police station and associated site improvements immediately north of Fire Station #5, at the SE corner of Gateway Boulevard and High Ridge Road in the PID (Planned Industrial Development) zoning district. Applicant: City of Boynton Beach. - **February 20, 2018**

K. Approve Neelam (fka Schnars) Business Center Rezoning (REZN 18-004) from MU-L (Mixed Use Low District) to MU-1 (Mixed Use 1 District) to complete implementation of the CRA Community Redevelopment Plan's recommendation for the subject 0.52 acre property. Applicant: City-initiated. - **February 20, 2018**

15. ADJOURNMENT

NOTICE

IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE CITY COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING, HE/SHE WILL NEED A RECORD OF THE PROCEEDINGS AND, FOR SUCH PURPOSE, HE/SHE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. (F.S. 286.0105)

THE CITY SHALL FURNISH APPROPRIATE AUXILIARY AIDS AND SERVICES WHERE NECESSARY TO AFFORD AN INDIVIDUAL WITH A DISABILITY AN EQUAL OPPORTUNITY TO PARTICIPATE IN AND ENJOY THE BENEFITS OF A SERVICE, PROGRAM, OR ACTIVITY CONDUCTED BY THE CITY. PLEASE CONTACT THE CITY CLERK'S OFFICE, (561) 742-6060 OR (TTY) 1-800-955-8771, AT LEAST 48 HOURS PRIOR TO THE PROGRAM OR ACTIVITY IN ORDER FOR THE CITY TO REASONABLY ACCOMMODATE YOUR REQUEST.

ADDITIONAL AGENDA ITEMS MAY BE ADDED SUBSEQUENT TO THE PUBLICATION OF THE AGENDA ON THE CITY'S WEB SITE. INFORMATION REGARDING ITEMS ADDED TO THE AGENDA AFTER IT IS PUBLISHED ON THE CITY'S WEB SITE CAN BE OBTAINED FROM THE OFFICE OF THE CITY CLERK.

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/6/2018

REQUESTED ACTION BY COMMISSION:
Call to Order - Mayor Steven B. Grant

Roll Call

Invocation

Pledge of Allegiance to the Flag led by Commissioner Casello

Agenda Approval:

1. Additions, Deletions, Corrections
2. Adoption

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT: Non-budgeted

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/6/2018

REQUESTED ACTION BY COMMISSION: Informational items by Members of the City Commission

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EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant?

Grant Amount:

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/6/2018

REQUESTED ACTION BY COMMISSION:
Announcement by Recreation & Parks Director Wally Majors about the 6th Annual Barrier Free 5K Run, Walk & Roll that will be held on Saturday, February 10 beginning at 7:30am and 2nd Annual Magic Wheels & Specials Deals event that will be held on Friday, February 9, beginning at 6pm. Both events will be held at Barrier Free Park. The Magic Wheels & Special Deals event will include the "ribbon cutting" ceremony for the new multi-station, accessible playground that is being installed at the Park.
Wally Majors will announce the "honorary starter" of the 5K and the recipient of this year's Magic Wheelchair.

EXPLANATION OF REQUEST: These annual events help to promote Barrier Free Park and raise funds for future improvements. It is also a great opportunity to celebrate the installation of the new, multi-station, accessible playground.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? No affect.

FISCAL IMPACT: Non-budgeted
None

ALTERNATIVES:
Do not make the announcements.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Attachment	Flyers
Attachment	Flyers

HOSTED BY THE CITY OF BOYNTON BEACH
RECREATION AND PARKS DEPARTMENT

Magic Wheels & Special Deals

FRIDAY, FEBRUARY 9, 2018 | 6:00 - 7:30 P.M.
CONGRESS AVENUE BARRIER FREE PARK
3111 S. CONGRESS AVENUE, BOYNTON BEACH

PLAYGROUND RIBBON CUTTING | ARTS AND CRAFTS
FACE PAINTING | MUSIC BY THE ROYAL DJS
5K EARLY PACKET PICKUP | LOCAL VENDORS

Join us for the unveiling of this year's magic wheelchair, designed for six-year-old Joshua Hazzard, the honorary starter of the Barrier Free 5k Run, Walk or Roll taking place February 10. Over 20 vendors will be present, from microenterprises owned and operated by individuals with special needs to agencies providing services for individuals with special needs, such as:

Artists with Autism

The Chocolate Spectrum
Creating Sweet Opportunities For Those With Autism

FoodiesAutism

SCENTSAbility CANDLES

We Make Life Fun!
Boynton Beach
Recreation & Parks Department

We Make Life Fun - Follow Along!
boynton-beach.org/recreation
@boyntonbeachrecandparks
@boyntonbeachrec

The City of Boynton Beach Recreation & Parks Department events are for everyone. In accordance with the provisions of the Americans with Disabilities Act (ADA), persons in need of special accommodations shall, within three business days prior to the program, contact the Department at [illegible]

FINISHER MEDALS. 5-YEAR AGE GROUP AWARDS. CUSTOM BIBS. RACE TECH SHIRTS. CHIP TIMING. FOOD. MUSIC. FUN FOR THE ENTIRE FAMILY!

FINISHER MEDALS!

6th Annual

BARRIER FREE 5K

Saturday, February 10, 2018 | Start time: 7:30AM

CONGRESS AVENUE BARRIER FREE PARK BOYNTON BEACH, FL

5K RUN/WALK & WHEELCHAIR DIVISION, NEW 1-MILER, NEW VIRTUAL RUN, KIDS DASH

THE BARRIER FREE 5K

For more information and to sign up, please visit: www.barrierfree5k.pbrace.com

THE BARRIER FREE 5K

5K RUN/WALK & WHEELCHAIR DIVISION, NEW 1-MILER, NEW VIRTUAL RUN, KIDS DASH

Scenic 5K course through Hunter's Run Golf & Racquet Club.
Start/finish: Congress Avenue Barrier Free Park, Boynton Beach, FL

Saturday, February 10, 2018 | Start time: 7:30AM

This event helps to raise money for the expansion of the Congress Avenue Barrier Free Park. This park was specifically designed to accommodate individuals with disabilities, young and old, by providing a place to play, laugh and live without limits.

FINISHER MEDALS. 5-YEAR AGE GROUP AWARDS. CUSTOM BIBS. CHIP TIMING. RACE TECH SHIRTS. FOOD. MUSIC. FAMILY FUN.

For more information and to sign up, please visit: www.barrierfree5k.pbrace.com

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/6/2018

REQUESTED ACTION BY COMMISSION: Proclaim February 11th-17th, 2018 as 2-1-1 Awareness Week. Sharon L'Herrou, 211's President/CEO will be present to accept the proclamation.

EXPLANATION OF REQUEST:
211 is a community helpline and crisis hotline that provides suicide prevention, crisis intervention, information, assessment, and referral to community services for people of all ages.

Individuals and families living in Palm Beach County, can call 2-1-1 to speak with a highly trained resource specialist. Calls to 211 HelpLine are free, confidential, and 24/7.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? N/A

FISCAL IMPACT: N/A

ALTERNATIVES: Not to proclaim February 11th-17th, 2018 as 2-1-1 Awareness Week.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION: N/A

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION: N/A

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Proclamation	Proclamation

City of Boynton Beach

Proclamation

WHEREAS, many times people need help in meeting life's basic needs; and

WHEREAS, they may experience times of crisis and are not sure where to turn… 2-1-1 HelpLine is that central access point providing individuals and families the guidance and support they need with over 106,454 requests for help last year; and

WHEREAS, people of all ages, can access 2-1-1 via phone, text or on line chat throughout the day and night, the City of Boynton Beach is indeed fortunate to have 2-1-1 HelpLine; and

WHEREAS, 2-1-1 also helps link vulnerable populations to crucial services with specialized advocacy and support programs that include 2-1-1's Special Needs HelpLine, 2-1-1's Help Me Grow Initiative, Elder Crisis Outreach and 2-1-1's life-saving "Sunshine" Daily Telephone Reassurance calls continue to brighten the lives of local seniors;

NOW, THEREFORE, I, Steven B. Grant, Mayor of the City of Boynton Beach, hereby proclaim February 11-17th 2018 as:

2-1-1 Awareness Week

City of Boynton Beach, and urge all citizens to be aware that the simple three digit number 2-1-1 helps them to access information and referrals to programs and services at nearly 4,000 sites in our community.

IN WITNESS WHEREOF, I hereunto set my hand and cause the official seal of the City of Boynton Beach, Florida, to be affixed this 6th day of February, 2018.

_____
Steven B. Grant, Mayor

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/6/2018

REQUESTED ACTION BY COMMISSION:
Appoint eligible members of the community to serve in vacant positions on City advisory boards. The following Regular (Reg) and Alternate (Alt) Student (Stu) and Nonvoting Stu (N/V Stu) openings exist:

Arts Commission: 1 Reg and2 Alts
Building Board of Adjustments & Appeals: 2 Regs and 2 Alts
Community Redevelopment Agency Advisory Bd. 1 Reg
Employee Pension Board: 1 Reg
Library Bd: 1 Alt
Senior Advisory Bd: 2 Alts

EXPLANATION OF REQUEST: The attached list contains the names of those who have applied for vacancies on the various Advisory Boards. A list of vacancies is provided with the designated Commission members having responsibility for the appointment to fill each vacancy.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? Appointments are necessary to keep our Advisory Board full and operating as effectively as possible.

FISCAL IMPACT: Non-budgeted None

ALTERNATIVES: Allow vacancies to remain unfilled.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Other	Appointments & Applicants
Other	Chandler, Anatasia
Other	Madhoun,Steve
Other	Voce, Cory

APPOINTMENTS AND APPLICANTS FOR FEBRUARY 6, 2018

Arts Commission

III	Romelus	Alt	2 yr term to 12/19
IV	Casello	Alt	2 yr term to 12/19
II	McCray	Reg	2 yr term to 12/19 Tabled (3)

Applicants

None

Building Board of Adjustments and Appeals

III	Romelus	Alt	2 yr term to 12/19
IV	Casello	Alt	2 yr term to 12/19
III	Romelus	Reg	3 yr term to 12/18
II	McCray	Reg	2 yr term to 12/19 Tabled (2)

Applicants

None

Historic Resources Preservation Board

I	Katz	Alt	2 yr term to 12/18

Applicant

Employee Pension Board

II	McCray	Reg	4 yr term to 12/20 Tabled (2)

Applicants

None

Education & Youth Advisory Board

III	Romelus	Alt	2 yr term to 12/18

Applicants

Anastasia Chandler
Steve Madhoun
Cory Voce

Senior Advisory Board

Mayor	Grant	Alt	2 yr term to 12/19 Tabled (2)
I	Katz	Alt	2 yr term to 12/19 Tabled (2)

Applicants

None

Pyle, Judith

From: anastasiachandler <noreply@123formbuilder.io>
Sent: Tuesday, January 30, 2018 8:03 PM
To: City Clerk
Subject: Advisory Board Appointment application

Today's date	01/30/2018
Name	Anastasia Chandler
Gender	Female
Phone number	561-506-9408
Address	1097 NW 9th St Boynton Beach Fl 33426 United States
Email	anastasiachandler@gmail.com
Current occupation or, if retired, prior occupation	Preschool Director, First United Methodist Church
Education	BA
Are you a registered voter?	Yes
Do you reside within the Boynton Beach City limits?	Yes
Do you own/manage a business within City limits?	Yes
If "yes", name of business:	First United Methodist Church Preschool
Are you currently serving on a City board?	No
Have you served on a City board in the past?	No
If "yes", which board(s) and when?	
Have you ever been convicted of a crime?	No
If "yes", when and where?	
Advisory Board	Education and Youth Advisory Board
Personal Qualifications	I am a native, born at Bethesda and a high school graduate of SAntaluces. I worked in youth development throughout my life. I ran camps for the YMCA of Palm Beaches in college, was the Sports and Camp Director for a branch of the San Francisco YMCA in my 20s, taught Early Childhood enrichment classes for the City of Boynton and the Schoolhouse Museum when my children were toddlers, and I now run the Preschool across the street from

	"Town Square". I have always been an active member of my community and an advocate for families and Early Childhood education. I would love to share my knowledge and experience in order to strengthen the educational experiences of our youth in Boynton Beac
Professional Memberships	Early Childhood Registry
Feel free to attach/upload an extra sheet or resume.	
Certification	I, the applicant, hereby certify that the statements and answers provided herein are true and accurate. I understand that, if appointed, any false statements may be cause for removal from a board.

The message has been sent from 107.77.216.8 (United States) at 2018-01-30 20:02:34 on iPhone 11.0
Entry ID: 258
Referrer: www.boynton-beach.org/officials/education_and_youth_advisory_board.php
Form Host: www.123formbuilder.com/form-583214/Advisory-Board-Appointment-Application

EYAB

Ellis, Shayla

From: steve <noreply@123formbuilder.io>
Sent: Monday, January 08, 2018 5:16 PM
To: City Clerk
Subject: Advisory Board Appointment application

Today's date	01/08/2018
Name	Steve Madhoun
Gender	Male
Phone number	561-523-8926
Address	600 nw 10th ct Boynton beach Florida 33426 United States
Email	steve@madhoun.com
Current occupation or, if retired, prior occupation	History Teacher
Education	BA History NOVA
Are you a registered voter?	Yes
Do you reside within the Boynton Beach City limits?	Yes
Do you own/manage a business within City limits?	No
If "yes", name of business:	
Are you currently serving on a City board?	No
Have you served on a City board in the past?	No
If "yes", which board(s) and when?	
Have you ever been convicted of a crime?	No
If "yes", when and where?	
Advisory Board	Education and Youth Advisory Board
Personal Qualifications	•Teacher at a local middle school. •Taught a GED program at Faith Farm.
Professional Memberships	

CITY OF BOYNTON BEACH
CITY CLERK'S OFFICE
18 JAN -9 AM 11:16

Feel free to attach/upload an extra sheet or resume.	
Certification	I, the applicant, hereby certify that the statements and answers provided herein are true and accurate. I understand that, if appointed, any false statements may be cause for removal from a board.

The message has been sent from 99.71.175.105 (United States) at 2018-01-08 17:16:15 on iPhone 11.0
Entry ID: 254
Referrer: www.boynton-beach.org/officials/advisory_boards.php
Form Host: www.123formbuilder.com/form-583214/Advisory-Board-Appointment-Application

CLARK

CITY OF BOYNTON BEACH
ADVISORY BOARD APPOINTMENT APPLICATION

Thank you for your interest in serving on a City advisory board and for taking the time to fill out this form. **Please print or type all answers clearly.** If interest is expressed in appointment to more than one board, selections must be prioritized. If instructions are not followed or the application is not filled out in its entirety, the form will be returned for clarification.

Name Cory Voce Gender: M Telephone # (561) 707-5525

Address 42 Buxton Lane

Boynton Beach, FL [redacted] Zip Code 33426

E-mail Address: cvoce4@gmail.com Other Phone: _____

Current occupation or prior occupation:
Full time student / business owner
- Prior Child Protective Investigator for State of FL.

Education Bachelor's Degree in Forensic Psychology - Florida Institute of Tech.
Will obtain Master's in Public Administration in MAY 2018 - Barry Univ.

Are you a registered voter?	✓ Yes	___ No
Do you reside within the Boynton Beach City limits?	✓ Yes	___ No
Do you own/manage a business within the City limits:	✓ Yes	___ No
If "yes", name of business Men 2 Make It, Inc - Non profit		
Are you currently serving on a City board?	___ Yes	✓ No
Have you served on a City board in the past?	___ Yes	✓ No
If so, which board(s) and when?		

NO Business Tax Receipt

Have you ever been convicted of a crime?
If so, when_____ Where_____

Please indicate which advisory board you are seeking appointment. For board listing, requirements, responsibilities and meeting times and dates, see pages 3 and 4 attached.

___ Arts Commission	___ Library Board
___ Building Board of Adjustment & Appeals	___ Planning & Development Board
X Community Redevelopment Advisory Board	___ Police Officers' Retirement Trust Fund
X Education and Youth Advisory Board	X Recreation & Parks Board
___ Employees' Pension Board	___ Senior Advisory Board
___ Firefighters' Pension Trust Fund	
___ Golf Course Advisory Committee	
___ Historic Resources Preservation Board	

18 JAN -4 PM 3:01
CITY OF BOYNTON BEACH
CITY CLERK'S OFFICE

What personal qualifications do you possess (i.e., profession, previous experience, branch of military service or organization) which you feel would make you a good candidate for this board? Please be specific.

I currently operate a non-profit young mens mentoring program in Boynton Beach. Having played sports my entire life, to include collegiate experience, I understand the team dynamics geared to reaching a greater cause. I have lived in Boynton Beach for over 20 years and was born and raised here. I have work experience in the school system and social services, having worked as a Child Protective Investigator for a year and a half. I understand the citizens of Boynton Beach and can effectively recognize the problematic areas within the community.

Please list any professional memberships:

Feel free to attach an extra sheet or resume. Return the completed form to the City Clerk's Office, 100 East Boynton Beach Boulevard, City Hall. Mailing address: P. O. Box 310, Boynton Beach, FL 33425-0310. It will be placed in the City's Talent Bank, a file to which Commissioners may turn for candidates when board openings occur.

I hereby certify that the statements and answers provided herein are true and accurate. I understand that, if appointed, any false statements may be cause for removal from a board.

Signature: C Vee Date: 1/4/18

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/6/2018

REQUESTED ACTION BY COMMISSION: Authorize the Mayor to travel to Orlando, FL to attend P3 Certification Training Program, April 16-18, 2018 and to pay for two (2) nights at the hotel.

EXPLANATION OF REQUEST:
The Mayor has received a complimentary seat at the P3 Certification Training in Orlando, FL which includes the registration fee, training course and course materials and certification exam fee.
It does not include transportation to Orlando or hotel stay, the Mayor is requesting the City pay for the 2 night hotel stay in Orlando.
The training is operated by the Public Utility Research Center of Warrington College of Business of Gainesville, FL. The training strives to standardize knowledge of the 3P process and terminology. At the end of the training participants should be able to understand the advantages and disadvantages of different project structures; stakeholder rights and responsibilities in project finance; choose between different types of projects; maximize positive outcomes for projects; and pass the foundation level exam.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT: Budgeted Travel funds for the Commission has been included in the approved FY 2017-18 operating budget under account number 001-1110-511-40-12. The cost for the hotel is $119/per night so cost of hotel for this training would be $238.

ALTERNATIVES: Do not approve the travel request.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Attachment	P3 Certication Training Info
Attachment	Commission Travel Police

Public Utility Research Center

Warrington College of Business

PURC Home
About Us
Training Courses & Development
- PURC/World Bank International Training Program
- Advanced Program
- Customized Training
- Online Learning
- Public-Private Partnerships Training
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- Customized Leadership Training
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Research
Contact Us

PURC Public-Private Partnerships (P3) Certification Training Program

Foundation Level Certified P3 Professional (CP3P) Program

April 16 – 18, 2018
Orlando, Florida

Register Now

The Public-Private Partnerships (P3) have great potential for addressing the infrastructure gap present in every country. However, these arrangements are easily misunderstood and fraught with challenges related to their financing, legal structure, management, and allocation of risk. A thorough understanding of these concepts and their applications is necessary for improvements in the access to, and effectiveness of, the crucial services that these assets provide.

As the first academic institution in the US to become an Accredited Training Organization (ATO) of the APMG's PPP Certification Program, PURC is offering its inaugural P3 Foundation level training program for individuals working at a basic level of PPP implementation, with little or no prior experience.

The Foundation level is the first level of the Certified PPP Professional (CP3P) program, promoted by the World Bank and other multilateral development banks, and managed by APMG International. This certification is the only globally recognized PPP credential.

The Foundation level aims to standardize knowledge of the PPP process and terminology. The Foundation certification is a pre-requisite for the two Practitioner level certification in the APMG's PPP Certification Program.

After completing this course, you will be able to:

- Understand the advantages and disadvantages of different project structures
- Understand stakeholder rights and responsibilities in project finance
- Choose between different types of projects

Register on or before February 23, 2018 for $1995 early registration fee. After February 23, 2018 registration fee is $2395. Fee includes tuition, breakfast Monday - Wednesday, lunch Monday - Tuesday, light snacks Monday - Wednesday, and certification exam fee.

Questions?

Email Us

Upcoming Live Training

PURC/World Bank International Training Program on Utility Regulation & Strategy

Not finding what you're looking for?

Search for other utility courses

- Maximize positive outcomes for your project
- Obtain the APMG's PPP Foundation Level Certificate with a passing exam score

The PURC training program will be located at the Marriott Village Orlando, 8623 Vineland Avenue, Orlando, Florida 32821. A special group rate of $119 is available for our attendees. Reserve your room online or by calling 1-888-789-3090. Reserve by the deadline, March 26, 2018.

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Information Systems & Operations Management
Management
Marketing

RECRUITERS & COMPANIES
Recruit at Warrington
Partner with Warrington

OFFICES
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Business Career Services
Information Technology Support Programs
Marketing & Communication Services
Administrative Office

CONTACT INFORMATION
Warrington College of Business
University of Florida
Bryan Hall 100
PO Box 117150
Gainesville, FL 32611-7150
College Directory | Support

The Association to Advance Collegiate Schools of Business
European Foundation for Management Development
Graduate Management Admission Council

MISSION STATEMENT:
The Warrington College of Business's mission is to build a better society by creating influential research and educating tomorrow's business leaders.

Howard, Tim

From: Grant, Steven
Sent: Tuesday, January 23, 2018 7:07 PM
To: Howard, Tim; LaVerriere, Lori
Subject: Fwd: It was great to speak with you on the phone

Would you please put this on the agenda for February. The conference is paid for but I would like the City to pay for the two nights of hotel room.

Steven B. Grant, Esq.
Mayor
City of Boynton Beach, Florida

America's Gateway to the Gulfstream

Please be advised that Florida has a broad public records law and all correspondence to me via email may be subject to disclosure.Under Florida records law, email addresses are public records. Therefore, your e-mail communication and your e-mail address may be subject to public disclosure.

Steven Grant
Mayor
City Commission
City of Boynton Beach
100 E. Boynton Beach Blvd. | Boynton Beach, Florida 33435
561-742-6010
GrantS@bbfl.us | http://www.boynton-beach.org/

America's Gateway to the Gulfstream

Please be advised that Florida has a broad public records law and all correspondence to me via email may be subject to disclosure.Under Florida records law, email addresses are public records. Therefore, your e-mail communication and your e-mail address may be subject to public disclosure.

-------- Original message --------
From: "Song,Jessica Jinah" <jessica.song@warrington.ufl.edu>
Date: 1/9/18 1:27 PM (GMT-05:00)
To: "Harder, Kimberly KC" <Kimberly.Harder@warrington.ufl.edu>, "Grant, Steven" <GrantS@bbfl.us>
Cc: "Wohler, Pamela" <WohlerP@bbfl.us>
Subject: RE: It was great to speak with you on the phone

KC, thank you for your kind introduction.

Hi Steven,

Very nice to meet you over email. I will be in touch with you at the end of the month with more information on the upcoming training course. We do hope that you and your colleagues will be able to take part in this beneficial training in Orlando.

Thank you so much and I look forward to connecting with you at the end of the month.

Best regards,
Jinah

From: Harder, Kimberly KC
Sent: Tuesday, January 9, 2018 12:08 PM
To: grants@bbfl.us; Song,Jessica Jinah <jessica.song@warrington.ufl.edu>
Cc: wohlerp@bbfl.us
Subject: It was great to speak with you on the phone

Dear Steven,
Thank you for speaking with me on the phone about the complimentary seat you will be receiving at our upcoming P3 Certification Training this April in Orlando, Florida. We hope you are excited about being selected from all those who entered at the NLC City Summit.

At the end of the course, you will be able to sit for the certification exam, which is the only globally-recognized credential in P3. In addition, you will be connected with our experienced faculty who are truly passionate about ensuring our participants have the knowledge they to serve their community's infrastructure needs.

Here is the link to tell you a bit more about the training.
http://warrington.ufl.edu/centers/purc/training/p3-certification.asp

Your complimentary seat includes:

- Training course and course materials and
- Certification Exam Fee

Although it does not include your transportation to the training or your hotel accommodations, we have negotiated a great rate with the hotel for our participants. Once the registration is open, you will be able to book your room with our room block.

I have included my colleague, Jinah Song, on this email as she handles this training and will be able to guide you on the registration process once it is open in a few weeks. She works directly with APMG, the credentialing body for this certification, and is heading up the delivery and execution of this training. She is wonderful to work with and can answer any question you have.

We do encourage participants to share this information with their colleagues as we hope they will join you at the training in April. More professionals having the same training as you may help you greatly as your organization moves through the later stages of your current P3 project and the ones you mentioned to me that may be in Boynton Beach's future.

Please do not hesitate to reach out to me if I can be of any additional assistance to you. Again, it was a pleasure to meet and speak with you and we look forward to having you at the training in April!

Sincerely,
Kimberly "KC" Harder
Coordinator of Research Programs & Events
Public Utility Research Center (PURC)
Warrington College of Business

University of Florida
P.O. Box 117142, 205 Matherly Hall
Gainesville, FL 32611, USA
Direct: 352.392.1154
Main: 352.392.6148
Fax: 352.392.7796
www.purc.ufl.edu

"Leadership in Infrastructure Policy"

UF PUBLIC UTILITY RESEARCH CENTER

WARRINGTON COLLEGE of BUSINESS

RESOLUTION NO. R 07 - 150

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, ESTABLISHING A TRAVEL POLICY; RESCINDING ALL PREVIOUS RESOLUTIONS AND POLICIES GOVERNING TRAVEL BY THE CITY COMMISSION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Boynton Beach desires to establish a travel policy to provide for an administrative process by which each member of the Commission would obtain concurrence of a majority of the members of the City Commission for approval of travel expenditures; and

WHEREAS, passage of this Resolution will rescind all previous Resolutions and policies governing travel by the City Commission;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

Section 1. The foregoing "WHEREAS" clauses are true and correct and hereby ratified and confirmed by the City Commission

Section 2. That the City Commission of the City of Boynton Beach does hereby establish a Travel Policy, a copy of which is attached hereto as Exhibit "A".

Section 3. That any and all previous Resolutions and/or Policies governing travel are rescinded.

Section 4. That this Resolution will become effective immediately upon passage.

PASSED AND ADOPTED this 18 day of December, 2007.

CITY OF BOYNTON BEACH, FLORIDA

Mayor – Jerry Taylor

Vice Mayor – Jose Rodriguez

Commissioner – Ronald Weiland

Commissioner – Woodrow L. Hay

Commissioner – Marlene Ross

ATTEST:

Janet M. Prainito, CMC
City Clerk

(Corporate Seal)

S:\CA\RESO\Commission Travel Policy.doc
12/3/07

City of Boynton Beach
City Commission
TRAVEL POLICY

Approved travel must adhere to the following guidelines in order to be paid by the City of Boynton Beach:

A. Prior to Travel:

1. Complete Conference & Travel Request form and submit for approval.
2. All travel by City Commission Members must be approved in advance by the City Commission.

B. Registration:

1. Complete conference registration forms.
2. Submit conference form for payment in advance if necessary.
3. Attach a copy of the registration form with the request for payment to Finance department.
4. Request per diem fee in advance **(subtract all conference meals covered by registration fee).**

C. Upon completion of Travel:

1. Complete the Travel Expense Report for out-of-pocket expenses.
2. Attach all credit card receipts and other receipts to the expense report for payment or reimbursement.
3. Failure to include credit card receipts will be charged to the member personally.

D. Travel Approvals:

- City Commission Members travel shall be approved in advance by the City Commission at a regularly scheduled meeting.
- The City Finance Director must sign off on travel form to confirm funds availability in the budget.
- The City Manager must sign off prior to City Commission Agenda submittal.
- Travel expenses are only reimbursable with receipts and are not automatic.
- No PERSONAL items may be charged to the Agency.

E. Travel Restrictions:

- Per Diem payments shall be paid ***ONLY*** for class "A" travel, or travel outside the local area. Local area is defined as 50 miles or more from the Boynton Beach City Hall.
- Mileage reimbursement rate is $.485 per mile per IRS and City.
- If a spouse is to attend all related expenses shall be paid by the employee, and all receipts ***MUST*** be separate. The City ***WILL NOT*** pay for any spouse or child costs associated with any conference. All such costs will be paid by the member separately.
- Any expenses incurred over the maximum amount approved for breakfast, lunch or dinner will be considered cost of the Commission Member and not the City. Meal rates are $12.00 breakfast, $15.00 lunch and $30.00 dinner.

City of Boynton Beach
City Commission
CONFERENCE & TRAVEL REQUEST

Date of Request: _____2008

City Commission Member Attending: _____

Conference Name: _____

Conference Location: _____

Conference Purpose: _____

_____

Account to Charge: _____

Dates of Travel & Attendance: _____ to _____2008

Cost of Conference: $ _____

Cost of Travel: $ _____

Cost of Lodging: $ _____

Cost of Car Rental: $ _____

Cost of Per Diem: $ _____

==========
TOTAL

Approved by Finance Director: _____ _____
Date

Approved by City Manager: _____ _____
Date

NOTE: City Commission travel requests must be approved in advance at a regularly scheduled meeting of the City Commission.

Any expenses incurred over the maximum amount approved for breakfast, lunch or dinner will be considered cost of the Commission Member and not the City. Meal rates are $12.00 breakfast, $15.00 lunch and $30.00 dinner. ***Please submit a conference agenda with this request. Please subtract all meals provided for by conference attendance fee.***

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/6/2018

REQUESTED ACTION BY COMMISSION: PROPOSED RESOLUTION NO. R18-014 - Approve and authorize City Manager to sign individual agreements for an ongoing contract as a result of RFQ No.: 049-2410-17/IT for General Planning Services to be executed based on individual task orders in compliance with the purchasing policies and procedures. Authorization is requested to allow the City Manager to sign an agreement with each of the top-ranked consultants.

EXPLANATION OF REQUEST:
Initial agreement term: Three (3) years

On October 17, 2017, the City Commission approved the list of top-ranked proposers identified by the Evaluation Committee from the responses received from RFQ No.: 049-2410-17/IT for General Planning Services, that authorized staff to conduct negotiations with the firms as follows:

The Mellgren Planning Group
Schmidt Nichols
Gentile Glas Holloway O'Mahoney & Assoc.

The RFQ was advertised and submittals were opened on August 1, 2017. The City received eight (8) proposals whereby the top three (3) proposers were submitted to City Commission on October 17, 2017 for approval and authorization to move forward with negotiations to establish contract agreements for ongoing services in accordance with Florida Statute 287.055, Consultants' Competitive Negotiation Act.

Emphasis was placed on the Schedule of Professional Fees to solidify hourly rates for the initial contract period. On January 8, 2018, the Purchasing Manager and the Director of Development conducted negotiations with each firm. As a result of these negotiations, the City was able to realize a professional fee reduction of approximately 22%. As a result, the Schedule of Professional Fees as attached will be fixed and firm for at least the initial three (3) year period. The Agreement may be renewed for an additional two (2) one-year terms with the same terms and conditions.

Individual task orders will be generated at the time specific projects are realized utilizing the Schedule of Professional Fees as the basis for the overall cost of the each task. Task orders will be submitted to the Commission for approval in accordance with the City's Purchasing Policies and Procedures.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
Approval of this request will allow the Development Department to perform various types of planning work, such as platting and abandonments, development review services, etc. for the City on an as needed basis. This agreement will provide for the issuance of task orders in connection with projects for on-going capital improvements to enhance City-wide operations. Individual task orders in excess of $25,000 will be brought back to Commission for approval in accordance with the Purchasing Policies and Procedures.

FISCAL IMPACT: Budgeted
No fiscal impact until work is assigned. Cost of planning services relating to a capital improvement project is included within the project budget. General planning services are budgeted within departmental operating budgets.

ALTERNATIVES: Not approve the contracts and re-issue the RFQ.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Resolution	Resolution approving Agreements for General Planning Services from the top three firms in response to the RFQ
🗋	Agreement	Agreement - Mellgren Planning Group
🗋	Agreement	Mellgren Agreement - Exhibit A - Rates
🗋	Agreement	Agreement - Schmidt Nichols
🗋	Agreement	Schmidt Nichols Agreement - Exhibit A - Rates
🗋	Agreement	Agreement - Gentile Glas Holloway O'Mahoney
🗋	Agreement	Gentile Glas Holloway O'Mahoney - Exhibit A - Rates

RESOLUTION NO. R18-

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO SIGN INDIVIDUAL AGREEMENTS FOR GENERAL PLANNING SERVICES AS A RESULT OF RFQ #049-2410-17/IT WITH THE MELLGREN PLANNING GROUP, SCHMIDT NICHOLS AND GENTILE GLAS HOLLOWAY O'MAHONEY & ASSOC; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on August 1, 2017 City staff opened eight (8) submittals in response to a Request for Qualifications #049-2410-17/IT issued for General Planning Services based on individual task orders as may be required in support of the City's needs on an "as needed" basis; and

WHEREAS, on October 17, 2017, the City Commission approved the list of top ranking qualifiers identified by the Evaluation Committee from the responses received and authorized City staff to conduct negotiations to establish Agreements for ongoing services; and

WHEREAS, emphasis was placed on the Schedule of Professional Fees to solidify hourly rates for the initial contract period which will be fixed for the initial three (3) year period; and

WHEREAS, the Agreements may be renewed for two (2) additional one year terms with the same terms and conditions; and

WHEREAS, the City Commission of the City of Boynton Beach upon recommendation of staff, deems it to be in the best interest of the citizens and residents to approve and authorize the City Manager to sign individual Agreements with The Mellgren Planning Group, Schmidt Nichols and Gentile Glas Holloway O'Mahoney & Assoc. as a result of RFQ #049-2410-17/IT for General Planning Services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

Section 2. The City Commission of the City of Boynton Beach, Florida, hereby approves and authorizes the City Manager to sign individual Agreements with The Mellgren Planning Group, Schmidt Nichols and Gentile Glas Holloway O'Mahoney & Assoc. as a result of RFQ #049-2410-17/IT for General Planning Services, copies of each Agreement is attached hereto and incorporated herein as Composite Exhibit "A".

Section 3. That this Resolution shall become effective immediately.

PASSED AND ADOPTED this _____ day of _____, 2018.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Justin Katz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Christina L. Romelus	_____	_____
Commissioner – Joe Casello	_____	_____
VOTE	_____	

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

(City Seal)

GENERAL PLANNING SERVICES

THIS AGREEMENT is entered into between the CITY of Boynton Beach, hereinafter referred to as "CITY", and THE MELLGREN PLANNING GROUP, hereinafter referred to as "CONSULTANT", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

WHEREAS, pursuant to Section 287.055, Florida Statutes, the CITY of Boynton Beach solicited proposals for a non-exclusive Contract to perform professional planning services with a qualified firm for required services, and

WHEREAS, THE CITY issued a Request for Qualifications for GENERAL PLANNING SERVICES, RFQ No. 049-2410-17/IT; and

WHEREAS, RFQ No. 049-2410-17/IT defined Scope of Services as general planning services; and

WHEREAS, the CITY determined that CONSULTANT was qualified for appointment to perform the scope of services set forth in the Request for Qualifications; and

WHEREAS, the CITY Commission on OCTOBER 17, 2017, determined that CONSULTANT was qualified for appointment to perform the scope of services set forth in the Request for Qualifications; and

WHEREAS, the CITY Manager, through her administrative staff, has successfully negotiated an Agreement with CONSULTANT defining terms and conditions for the performance of consulting and surveying services within the scope of the Request for Qualifications.

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, the parties agree as follows:

ARTICLE 1 - SERVICES

CONSULTANT agrees to perform General Planning Services by way of individual task orders, at the request of the CITY during the term of this Agreement, including the provision of all labor, materials, equipment and supplies.

DRAFT

The CITY's Representative during the performance of this Contract shall be Andrew Mack, Director of Development telephone (561) 742-6374.

ARTICLE 2 - TERM

2.1 The initial Contract period shall be for an initial term of three (3) years, commencing at the execution of the contract, and the City reserves the right to renew the contract for two (2) additional one (1) year periods, under the same terms, conditions. The CONSULTANT understands and acknowledges that the Services to be performed during the three (3) year term will be governed by this Agreement, and that there is no guarantee of future work being given to the Consultant.

2.2 In the event that services are scheduled to end either by contract expiration or by termination by the CITY (at the CITY's discretion), the CONSULTANT shall continue the services, if requested by the CITY, or until task or tasks is/are completed. At no time shall this transitional period extend more than one-hundred and eighty (180) calendar days beyond the expiration date of the existing contract. The CONSULTANT will be reimbursed for this service at the rate in effect when this transitional period clause was invoked by the CITY.

ARTICLE 3 - TIME OF PERFORMANCE

Work under this Contract shall commence upon the giving of written notice by the CITY to the CONSULTANT by way of an executed task order. CONSULTANT shall perform all services and provide all work product required pursuant to this Agreement and the specific task order, unless an extension of time is granted in writing by the CITY.

ARTICLE 4 - PAYMENT

The CONSULTANT shall be paid by the CITY for completed work and for services rendered under this agreement as follows:

a. Payment for the work provided by CONSULTANT shall be made as provided on Exhibit **"A "** attached hereto.

b. The CONSULTANT may submit vouchers to the CITY once per month during the progress of the Work for partial payment for project completed to date. Such vouchers will be checked by the CITY, and upon approval thereof, payment will be made to the CONSULTANT in the amount approved.

c. Final payment of any balance due the CONSULTANT of the total contract price earned will be made promptly upon its ascertainment and verification by the CITY after the completion of the Work under this Agreement and its acceptance by the CITY.

DRAFT

d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.

ARTICLE 5 - OWNERSHIP AND USE OF DOCUMENTS

All documents, drawings, specifications and other materials produced by the CONSULTANT in connection with the services rendered under this agreement shall be the property of the CITY whether the project for which they are made is executed or not. The CONSULTANT shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with CONSULTANT's endeavors. Any use of the documents for purposes other than as originally intended by this Agreement, without the written consent of CONSULTANT, shall be at the CITY's sole risk.

ARTICLE 6 - FUNDING

This Agreement shall remain in full force and effect only as long as the expenditures provided in the Agreement have been appropriated by the CITY in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

ARTICLE 7 - WARRANTIES AND REPRESENTATIONS

CONSULTANT represents and warrants to the CITY that it is competent to engage in the scope of services contemplated under this Agreement and that it will retain and assign qualified professionals to all assigned projects during the term of this Agreement. CONSULTANT's services shall meet a standard of care for professional surveying and mapping and related services equal to or exceeding the standard of care for surveying professionals practicing under similar conditions. In submitting its response to the RFQ, CONSULTANT has represented to CITY that certain individuals employed by CONSULTANT shall provide services to CITY pursuant to this Agreement. CITY has relied upon such representations. Therefore, CONSULTANT shall not change the designated Project Manager for any project without the advance written approval of the CITY, which consent may be withheld in the sole and absolute discretion of the CITY.

ARTICLE 8 - COMPLIANCE WITH LAWS

CONSULTANT shall, in performing the services contemplated by this service Agreement, faithfully observe and comply with all federal, state and local laws, ordinances and regulations that are applicable to the services to be rendered under this Agreement.

DRAFT

ARTICLE 9 - INDEMNIFICATION

CONSULTANT shall indemnify, defend and hold harmless the CITY, its offices, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, including attorneys fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to CONSULTANT's own employees, or damage to property occasioned by a negligent act, omission or failure of the CONSULTANT. Neither party to this Agreement shall be liable to any third party claiming directly or through the other respective party, for any special, incidental, indirect or consequential damages of any kind, including but not limited to lost profits or use that my result from this Agreement or out of the services or goods furnished hereunder.

ARTICLE 10 - INSURANCE

10.1 During the performance of the services under this Contract, CONSULTANT shall maintain the following insurance policies, and provide originals or certified copies of all policies, and shall be written by an insurance company authorized to do business in Florida.

10.1.1 Worker's Compensation Insurance: The CONSULTANT shall procure and maintain for the life of this Contract, Worker's Compensation Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage must extend to any sub-CONSULTANT that does not have their own Worker's Compensation and Employer's Liability Insurance. The policy must contain a waiver of subrogation in favor of the CITY of Boynton Beach, executed by the insurance company.

10.1.2 Comprehensive General Liability: The CONSULTANT shall procure and maintain for the life of this Contract, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent Contractors, Products Completed Operations and Contractual Liability with specific reference of Article 7, "Indemnification" of this Agreement. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from the performance of this Agreement. CONSULTANT shall maintain a minimum coverage of $1,000,000 per occurrence and $1,000,000 aggregate for personal injury/ and $1,000.000 per occurrence/aggregate for property damage. The general liability insurance shall include the CITY as an additional insured and shall include a provision prohibiting cancellation of the policy upon thirty (30) days prior written notice to the CITY.

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10.1.3 Business Automobile Liability: The CONSULTANT shall procure and maintain, for the life of this Contract, Business Automobile Liability Insurance. The CONSULTANT shall maintain a minimum amount of $1,000,000 combined single limit for bodily injury and property damage liability to protect the CONSULTANT from claims for damage for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use of maintenance of owned and non-owned automobile, included rented automobiles, whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by the CONSULTANT.

10.1.4 Professional Liability (Errors and Omissions) Insurance: The CONSULTANT shall procure and maintain for the life of this Contract in the minimum amount of $1,000,000 per occurrence.

10.2 It shall be the responsibility of the CONSULTANT to ensure that all sub-contractors comply with the same insurance requirements referenced above.

10.3 In the judgment of the CITY, prevailing conditions warrant the provision by the CONSULTANT of additional liability insurance coverage or coverage which is different in kind, the CITY reserves the right to require the provision by CONSULTANT of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should the CONSULTANT fail or refuse to satisfy the requirement of changed coverage within the thirty (30) days following the CITY's written notice, the CITY, at its sole option, may terminate the Contract upon written notice to the CONSULTANT, said termination taking effect on the date that the required change in policy coverage would otherwise take effect.

10.4 CONSULTANT shall, for a period of two (2) years following the termination of the Agreement, maintain a "tail coverage" in an amount equal to that described above for Comprehensive Liability Insurance on a claims-made policy only

ARTICLE 11 - INDEPENDENT CONTRACTOR

11.1 The CONSULTANT and the CITY agree that the CONSULTANT is an independent CONSULTANT with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither CONSULTANT nor any employee of CONSULTANT shall be entitled to any benefits accorded CITY employees by virtue of the services

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provided under this Agreement. The CITY shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to CONSULTANT, or any employee of CONSULTANT.

11.2 CONSULTANT acknowledges and understands that, as an independent CONSULTANT pursuant to this Agreement, CONSULTANT shall comply with Chapter 119, Florida Statutes, as amended (Public Records). CONSULTANT's obligation includes, but is not limited to CONSULTANT's obligation to preserve public records and make public records available to third parties in addition to the CITY.

ARTICLE 12 - COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 13 – TRUTH-IN-NEGOTIATION CERTIFICATE

13.1 Execution of this Agreement by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement is accurate, complete, and current as of the date of the Agreement and no higher than those charged the CONSULTANT's most favored customer for the same or substantially similar service.

13.2 The said rates and cost shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete, or non-current wage rates or due to inaccurate representations of fees paid to outside CONSULTANTs. The CITY shall exercise its rights under this "Certificate" within one (1) year following payment.

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ARTICLE 14 - DISCRIMINATION PROHIBITED

The CONSULTANT, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.

ARTICLE 15 - ASSIGNMENT

The CONSULTANT shall not sublet or assign any of the services covered by this Agreement without the express written consent of the CITY.

ARTICLE 16 - NON-WAIVER

A waiver by either CITY or CONSULTANT of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

ARTICLE 17 – TERMINATION

17.1 Termination for Convenience: This Agreement may be terminated by the CITY for convenience, upon ten (10) days of written notice by the terminating party to the other party for such termination in which event the CONSULTANT shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the CONSULTANT abandons the Agreement or causes it to be terminated, CONSULTANT shall indemnify the CITY against loss pertaining to this termination.

17.2 Termination for Default: In addition to all other remedies available to the CITY, this Agreement shall be subject to cancellation by the CITY for cause, should the CONSULTANT neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure continue for a period of thirty (30) days after receipt by CONSULTANT of written notice of such neglect or failure.

ARTICLE 18 - DISPUTES

Any dispute arising out of the terms or conditions of this Agreement shall be adjudicated within the courts of Florida. Further, this Agreement shall be construed under Florida Law.

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ARTICLE 19 – UNCONTROLLABLE FORCES

19.1 Neither the CITY nor CONSULTANT shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

19.2 Neither party shall, however, be excused from performance if non-performance is due to forces which are preventable, removable, or remediable, and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 20 - NOTICES

Notices to the CITY of Boynton Beach shall be sent to the following address:

CITY of Boynton Beach
Attn: Lori LaVerriere, City Mgr.
100 E. Boynton Beach Blvd.
Boynton Beach, FL 33435

Notices to CONSULTANT shall be sent to the following address:

THE MELLGREN PLANNING GROUP
Attn: Michele Mellgren, Pres.
3350 NW 53rd Street, Ste. 101
Fort Lauderdale, FL 33309

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ARTICLE 21 - INTEGRATED AGREEMENT

This Agreement, together with the RFQ/RFP and any addenda and/or attachments, represents the entire and integrated agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations, or agreements written or oral. This Agreement may be amended only by written instrument signed by both CITY and CONSULTANT.

ARTICLE 22 - SOVEREIGN IMMUNITY

22.1 CITY is a political subdivision of the State of Florida and enjoys sovereign immunity. Nothing in the Agreement is intended, nor shall be construed or interpreted, to waive or modify the immunities and limitations on liability provided for in Section 768.28, Florida Statute, as may be emended from time to time, or any successor statute thereof. To the contrary, all terms and provisions contained in the Agreement, or any disagreement or dispute concerning it, shall be construed or resolved so as to insure CITY of the limitation from liability provided to any successor statute thereof. To the contrary, all terms and provision contained in the Agreement, or any disagreement or dispute concerning it, shall be construed or resolved so as to insure CITY of the limitation from liability provided to the State's subdivisions by state law.

22.2 In connection with any litigation or other proceeding arising out of the Agreement, the prevailing party shall be entitled to recover its own costs and attorney fees through and including any appeals and any post-judgment proceedings. CITY's liability for costs and attorney's fees, however, shall not alter or waive CITY's entitlement to sovereign immunity, or extend CITY's liability beyond the limits established in Section 768.28, Florida Statutes, as amended.

1. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement shall be in a court of law. The CITY does not consent to mediation or arbitration for any matter connected to this Agreement.

2. The parties agree that any action arising out of this Agreement shall take place in Palm Beach County, Florida.

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IN WITNESS WHEREOF, the parties hereto have executed this Contract in multiple copies, each of which shall be considered an original on the following dates:

DATED this _____ day of _____, 20____.

CITY OF BOYNTON BEACH

_____
Lori LaVerriere, City Manager

Attest/Authenticated:

_____
Title

_____
CITY Clerk

Approved as to Form:

_____
Office of the CITY Attorney

THE MELLGREN PLANNING GROUP

_____
Michele C. Mellgren, President

(Corporate Seal)

Attest/Authenticated:

_____
Secretary

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EXHIBIT "A"

FEE SCHEDULE

FIRM: The Mellren Planning Group, Inc.

DATE: January 8, 2018

Personnel Classifications	**Hourly Rate**
Principal	$200
Project Manager	$150
Senior Engineer	$185
Senior Planner	$150
Senior Architect	$160
Senior Landscape Architect	$150
Senior Surveyor/Mapper	$100
Engineer	$100
Architect	$160
Urban Designer	$100
Planner	$100
Landscape Architect	$100
Surveyor/Mapper	$90
Inspector (Zoning & Landscape)	$65
GIS Specialist	$100
CADD/Technician	$90
Planning Technician	$65
Clerical/Administrative	$50

Reimburseable Expenses:

Direct costs such as postage, prints, delivery service will be billed at cost.

GENERAL PLANNING SERVICES

THIS AGREEMENT is entered into between the CITY of Boynton Beach, hereinafter referred to as "CITY", and JON E. SCHMIDT & ASSOCIATES D/B/A SCHMIDT NICHOLS, hereinafter referred to as "CONSULTANT", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

WHEREAS, pursuant to Section 287.055, Florida Statutes, the CITY of Boynton Beach solicited proposals for a non-exclusive Contract to perform professional planning services with a qualified firm for required services, and

WHEREAS, THE CITY issued a Request for Qualifications for GENERAL PLANNING SERVICES, RFQ No. 049-2410-17/IT; and

WHEREAS, RFQ No. 049-2410-17/IT defined Scope of Services as general planning services; and

WHEREAS, the CITY determined that CONSULTANT was qualified for appointment to perform the scope of services set forth in the Request for Qualifications; and

WHEREAS, the CITY Commission on OCTOBER 17, 2017, determined that CONSULTANT was qualified for appointment to perform the scope of services set forth in the Request for Qualifications; and

WHEREAS, the CITY Manager, through her administrative staff, has successfully negotiated an Agreement with CONSULTANT defining terms and conditions for the performance of consulting and surveying services within the scope of the Request for Qualifications.

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, the parties agree as follows:

ARTICLE 1 - SERVICES

CONSULTANT agrees to perform General Planning Services by way of individual task orders, at the request of the CITY during the term of this Agreement, including the provision of all labor, materials, equipment and supplies.

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The CITY's Representative during the performance of this Contract shall be Andrew Mack, Director of Development telephone (561) 742-6374.

ARTICLE 2 - TERM

2.1 The initial Contract period shall be for an initial term of three (3) years, commencing at the execution of the contract, and the City reserves the right to renew the contract for two (2) additional one (1) year periods, under the same terms, conditions. The CONSULTANT understands and acknowledges that the Services to be performed during the three (3) year term will be governed by this Agreement, and that there is no guarantee of future work being given to the Consultant.

2.2 In the event that services are scheduled to end either by contract expiration or by termination by the CITY (at the CITY's discretion), the CONSULTANT shall continue the services, if requested by the CITY, or until task or tasks is/are completed. At no time shall this transitional period extend more than one-hundred and eighty (180) calendar days beyond the expiration date of the existing contract. The CONSULTANT will be reimbursed for this service at the rate in effect when this transitional period clause was invoked by the CITY.

ARTICLE 3 - TIME OF PERFORMANCE

Work under this Contract shall commence upon the giving of written notice by the CITY to the CONSULTANT by way of an executed task order. CONSULTANT shall perform all services and provide all work product required pursuant to this Agreement and the specific task order, unless an extension of time is granted in writing by the CITY.

ARTICLE 4 - PAYMENT

The CONSULTANT shall be paid by the CITY for completed work and for services rendered under this agreement as follows:

a. Payment for the work provided by CONSULTANT shall be made as provided on Exhibit **"A "**attached hereto.

b. The CONSULTANT may submit vouchers to the CITY once per month during the progress of the Work for partial payment for project completed to date. Such vouchers will be checked by the CITY, and upon approval thereof, payment will be made to the CONSULTANT in the amount approved.

c. Final payment of any balance due the CONSULTANT of the total contract price earned will be made promptly upon its ascertainment and verification by the CITY after the completion of the Work under this Agreement and its acceptance by the CITY.

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d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.

ARTICLE 5 - OWNERSHIP AND USE OF DOCUMENTS

All documents, drawings, specifications and other materials produced by the CONSULTANT in connection with the services rendered under this agreement shall be the property of the CITY whether the project for which they are made is executed or not. The CONSULTANT shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with CONSULTANT's endeavors. Any use of the documents for purposes other than as originally intended by this Agreement, without the written consent of CONSULTANT, shall be at the CITY's sole risk.

ARTICLE 6 - FUNDING

This Agreement shall remain in full force and effect only as long as the expenditures provided in the Agreement have been appropriated by the CITY in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

ARTICLE 7 - WARRANTIES AND REPRESENTATIONS

CONSULTANT represents and warrants to the CITY that it is competent to engage in the scope of services contemplated under this Agreement and that it will retain and assign qualified professionals to all assigned projects during the term of this Agreement. CONSULTANT's services shall meet a standard of care for professional surveying and mapping and related services equal to or exceeding the standard of care for surveying professionals practicing under similar conditions. In submitting its response to the RFQ, CONSULTANT has represented to CITY that certain individuals employed by CONSULTANT shall provide services to CITY pursuant to this Agreement. CITY has relied upon such representations. Therefore, CONSULTANT shall not change the designated Project Manager for any project without the advance written approval of the CITY, which consent may be withheld in the sole and absolute discretion of the CITY.

ARTICLE 8 - COMPLIANCE WITH LAWS

CONSULTANT shall, in performing the services contemplated by this service Agreement, faithfully observe and comply with all federal, state and local laws, ordinances and regulations that are applicable to the services to be rendered under this Agreement.

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ARTICLE 9 - INDEMNIFICATION

CONSULTANT shall indemnify, defend and hold harmless the CITY, its offices, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, including attorneys fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to CONSULTANT's own employees, or damage to property occasioned by a negligent act, omission or failure of the CONSULTANT. Neither party to this Agreement shall be liable to any third party claiming directly or through the other respective party, for any special, incidental, indirect or consequential damages of any kind, including but not limited to lost profits or use that my result from this Agreement or out of the services or goods furnished hereunder.

ARTICLE 10 - INSURANCE

10.1 During the performance of the services under this Contract, CONSULTANT shall maintain the following insurance policies, and provide originals or certified copies of all policies, and shall be written by an insurance company authorized to do business in Florida.

10.1.1 Worker's Compensation Insurance: The CONSULTANT shall procure and maintain for the life of this Contract, Worker's Compensation Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage must extend to any sub-CONSULTANT that does not have their own Worker's Compensation and Employer's Liability Insurance. The policy must contain a waiver of subrogation in favor of the CITY of Boynton Beach, executed by the insurance company.

10.1.2 Comprehensive General Liability: The CONSULTANT shall procure and maintain for the life of this Contract, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent Contractors, Products Completed Operations and Contractual Liability with specific reference of Article 7, "Indemnification" of this Agreement. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from the performance of this Agreement. CONSULTANT shall maintain a minimum coverage of $1,000,000 per occurrence and $1,000,000 aggregate for personal injury/ and $1,000.000 per occurrence/aggregate for property damage. The general liability insurance shall include the CITY as an additional insured and shall include a provision prohibiting cancellation of the policy upon thirty (30) days prior written notice to the CITY.

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10.1.4 Professional Liability (Errors and Omissions) Insurance: The CONSULTANT shall procure and maintain for the life of this Contract in the minimum amount of $1,000,000 per occurrence.

10.2 It shall be the responsibility of the CONSULTANT to ensure that all sub-contractors comply with the same insurance requirements referenced above.

10.3 In the judgment of the CITY, prevailing conditions warrant the provision by the CONSULTANT of additional liability insurance coverage or coverage which is different in kind, the CITY reserves the right to require the provision by CONSULTANT of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should the CONSULTANT fail or refuse to satisfy the requirement of changed coverage within the thirty (30) days following the CITY's written notice, the CITY, at its sole option, may terminate the Contract upon written notice to the CONSULTANT, said termination taking effect on the date that the required change in policy coverage would otherwise take effect.

10.4 CONSULTANT shall, for a period of two (2) years following the termination of the Agreement, maintain a "tail coverage" in an amount equal to that described above for Comprehensive Liability Insurance on a claims-made policy only

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11.1 The CONSULTANT and the CITY agree that the CONSULTANT is an independent CONSULTANT with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither CONSULTANT nor any employee of CONSULTANT shall be entitled to any benefits accorded CITY employees by virtue of the services

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provided under this Agreement. The CITY shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to CONSULTANT, or any employee of CONSULTANT.

11.2 CONSULTANT acknowledges and understands that, as an independent CONSULTANT pursuant to this Agreement, CONSULTANT shall comply with Chapter 119, Florida Statutes, as amended (Public Records). CONSULTANT's obligation includes, but is not limited to CONSULTANT's obligation to preserve public records and make public records available to third parties in addition to the CITY.

ARTICLE 12 - COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 13 – TRUTH-IN-NEGOTIATION CERTIFICATE

13.1 Execution of this Agreement by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement is accurate, complete, and current as of the date of the Agreement and no higher than those charged the CONSULTANT's most favored customer for the same or substantially similar service.

13.2 The said rates and cost shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete, or non-current wage rates or due to inaccurate representations of fees paid to outside CONSULTANTs. The CITY shall exercise its rights under this "Certificate" within one (1) year following payment.

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ARTICLE 14 - DISCRIMINATION PROHIBITED

The CONSULTANT, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.

ARTICLE 15 - ASSIGNMENT

The CONSULTANT shall not sublet or assign any of the services covered by this Agreement without the express written consent of the CITY.

ARTICLE 16 - NON-WAIVER

A waiver by either CITY or CONSULTANT of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

ARTICLE 17 – TERMINATION

17.1 Termination for Convenience: This Agreement may be terminated by the CITY for convenience, upon ten (10) days of written notice by the terminating party to the other party for such termination in which event the CONSULTANT shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the CONSULTANT abandons the Agreement or causes it to be terminated, CONSULTANT shall indemnify the CITY against loss pertaining to this termination.

17.2 Termination for Default: In addition to all other remedies available to the CITY, this Agreement shall be subject to cancellation by the CITY for cause, should the CONSULTANT neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure continue for a period of thirty (30) days after receipt by CONSULTANT of written notice of such neglect or failure.

ARTICLE 18 - DISPUTES

Any dispute arising out of the terms or conditions of this Agreement shall be adjudicated within the courts of Florida. Further, this Agreement shall be construed under Florida Law.

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ARTICLE 19 – UNCONTROLLABLE FORCES

19.1 Neither the CITY nor CONSULTANT shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

19.2 Neither party shall, however, be excused from performance if non-performance is due to forces which are preventable, removable, or remediable, and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 20 - NOTICES

Notices to the CITY of Boynton Beach shall be sent to the following address:

CITY OF BOYNTON BEACH
Attn: Lori LaVerriere, City Mgr.
100 E. Boynton Beach Blvd.
Boynton Beach, FL 33435

Notices to CONSULTANT shall be sent to the following address:

JON E. SCHMIDT & ASSOCIATES D/B/A SCHMIDT NICHOLS
Attn: Jon E. Schmidt, Pres.
1551 N. Flagler Dr., Ste. 102
West Palm Beach, FL 33401

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ARTICLE 21 - INTEGRATED AGREEMENT

This Agreement, together with the RFQ/RFP and any addenda and/or attachments, represents the entire and integrated agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations, or agreements written or oral. This Agreement may be amended only by written instrument signed by both CITY and CONSULTANT.

ARTICLE 22 - SOVEREIGN IMMUNITY

22.1 CITY is a political subdivision of the State of Florida and enjoys sovereign immunity. Nothing in the Agreement is intended, nor shall be construed or interpreted, to waive or modify the immunities and limitations on liability provided for in Section 768.28, Florida Statute, as may be emended from time to time, or any successor statute thereof. To the contrary, all terms and provisions contained in the Agreement, or any disagreement or dispute concerning it, shall be construed or resolved so as to insure CITY of the limitation from liability provided to any successor statute thereof. To the contrary, all terms and provision contained in the Agreement, or any disagreement or dispute concerning it, shall be construed or resolved so as to insure CITY of the limitation from liability provided to the State's subdivisions by state law.

22.2 In connection with any litigation or other proceeding arising out of the Agreement, the prevailing party shall be entitled to recover its own costs and attorney fees through and including any appeals and any post-judgment proceedings. CITY's liability for costs and attorney's fees, however, shall not alter or waive CITY's entitlement to sovereign immunity, or extend CITY's liability beyond the limits established in Section 768.28, Florida Statutes, as amended.

1. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement shall be in a court of law. The CITY does not consent to mediation or arbitration for any matter connected to this Agreement.

2. The parties agree that any action arising out of this Agreement shall take place in Palm Beach County, Florida.

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IN WITNESS WHEREOF, the parties hereto have executed this Contract in multiple copies, each of which shall be considered an original on the following dates:

DATED this _____ day of _____, 20____.

CITY OF BOYNTON BEACH

_____
Lori LaVerriere, City Manager

Attest/Authenticated:

_____
Title

_____
CITY Clerk

(Corporate Seal)

Approved as to Form:

_____
Office of the CITY Attorney

JON E. SCHMIDT & ASSOC.
DBA SCHMIDT NICHOLS

_____
Jon E. Schmidt, President

Attest/Authenticated:

_____
Secretary

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EXHIBIT "A"

FEE SCHEDULE

SCHMIDT NICHOLS

DATE: January 8, 2017 (Revision)

Personnel Classifications	Hourly
Principal	$200.00
Project Manager	$155.00
Senior Engineer	$150.00
Senior Planner	$150.00
Senior Architect	$150.00
Senior Landscape Architect	$150.00
Senior Surveyor/Mapper	$120.00
Engineer	$115.00
Architect	$115.00
Urban Designer	$120.00
Planner	$100.00
Landscape Architect	$85.00
Surveyor/Mapper	$100.00
Inspector (Zoning & Landscape)	$75.00
GIS Specialist	$115.00
CADD/Technician	$85.00
Planning Technician	$60.00
Clerical/Administrative	$45.00

Reimburseable Expenses:

Direct costs such as postage, prints, delivery service will be billed at cost.

GENERAL PLANNING SERVICES

THIS AGREEMENT is entered into between the CITY of Boynton Beach, hereinafter referred to as "CITY", and GENTILE GLAS HOLLOWAY O'MAHONEY & ASSOCIATES, hereinafter referred to as "CONSULTANT", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

WHEREAS, pursuant to Section 287.055, Florida Statutes, the CITY of Boynton Beach solicited proposals for a non-exclusive Contract to perform professional planning services with a qualified firm for required services, and

WHEREAS, THE CITY issued a Request for Qualifications for GENERAL PLANNING SERVICES, RFQ No. 049-2410-17/IT; and

WHEREAS, RFQ No. 049-2410-17/IT defined Scope of Services as general planning services; and

WHEREAS, the CITY determined that CONSULTANT was qualified for appointment to perform the scope of services set forth in the Request for Qualifications; and

WHEREAS, the CITY Commission on OCTOBER 17, 2017, determined that CONSULTANT was qualified for appointment to perform the scope of services set forth in the Request for Qualifications; and

WHEREAS, the CITY Manager, through her administrative staff, has successfully negotiated an Agreement with CONSULTANT defining terms and conditions for the performance of consulting and surveying services within the scope of the Request for Qualifications.

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, the parties agree as follows:

ARTICLE 1 - SERVICES

CONSULTANT agrees to perform General Planning Services by way of individual task orders, at the request of the CITY during the term of this Agreement, including the provision of all labor, materials, equipment and supplies.

The CITY's Representative during the performance of this Contract shall be Andrew Mack, Director of Development, telephone (561) 742-6374.

ARTICLE 2 - TERM

2.1 The initial Contract period shall be for an initial term of three (3) years, commencing at the execution of the contract, and the City reserves the right to renew the contract for two (2) additional one (1) year periods, under the same terms, conditions. The CONSULTANT understands and acknowledges that the Services to be performed during the three (3) year term will be governed by this Agreement, and that there is no guarantee of future work being given to the Consultant.

2.2 In the event that services are scheduled to end either by contract expiration or by termination by the CITY (at the CITY's discretion), the CONSULTANT shall continue the services, if requested by the CITY, or until task or tasks is/are completed. At no time shall this transitional period extend more than one-hundred and eighty (180) calendar days beyond the expiration date of the existing contract. The CONSULTANT will be reimbursed for this service at the rate in effect when this transitional period clause was invoked by the CITY.

ARTICLE 3 - TIME OF PERFORMANCE

Work under this Contract shall commence upon the giving of written notice by the CITY to the CONSULTANT by way of an executed task order. CONSULTANT shall perform all services and provide all work product required pursuant to this Agreement and the specific task order, unless an extension of time is granted in writing by the CITY.

ARTICLE 4 - PAYMENT

The CONSULTANT shall be paid by the CITY for completed work and for services rendered under this agreement as follows:

a. Payment for the work provided by CONSULTANT shall be made as provided on Exhibit **"A"** attached hereto.

b. The CONSULTANT may submit vouchers to the CITY once per month during the progress of the Work for partial payment for project completed to date. Such vouchers will be checked by the CITY, and upon approval thereof, payment will be made to the CONSULTANT in the amount approved.

c. Final payment of any balance due the CONSULTANT of the total contract price earned will be made promptly upon its ascertainment and verification by the CITY after the completion of the Work under this Agreement and its acceptance by the CITY.

d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.

ARTICLE 5 - OWNERSHIP AND USE OF DOCUMENTS

All documents, drawings, specifications and other materials produced by the CONSULTANT in connection with the services rendered under this agreement shall be the property of the CITY whether the project for which they are made is executed or not. The CONSULTANT shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with CONSULTANT's endeavors. Any use of the documents for purposes other than as originally intended by this Agreement, without the written consent of CONSULTANT, shall be at the CITY's sole risk.

ARTICLE 6 - FUNDING

This Agreement shall remain in full force and effect only as long as the expenditures provided in the Agreement have been appropriated by the CITY in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

ARTICLE 7 - WARRANTIES AND REPRESENTATIONS

CONSULTANT represents and warrants to the CITY that it is competent to engage in the scope of services contemplated under this Agreement and that it will retain and assign qualified professionals to all assigned projects during the term of this Agreement. CONSULTANT's services shall meet a standard of care for professional surveying and mapping and related services equal to or exceeding the standard of care for surveying professionals practicing under similar conditions. In submitting its response to the RFQ, CONSULTANT has represented to CITY that certain individuals employed by CONSULTANT shall provide services to CITY pursuant to this Agreement. CITY has relied upon such representations. Therefore, CONSULTANT shall not change the designated Project Manager for any project without the advance written approval of the CITY, which consent may be withheld in the sole and absolute discretion of the CITY.

ARTICLE 8 - COMPLIANCE WITH LAWS

CONSULTANT shall, in performing the services contemplated by this service Agreement, faithfully observe and comply with all federal, state and local laws, ordinances and regulations that are applicable to the services to be rendered under this Agreement.

ARTICLE 9 - INDEMNIFICATION

CONSULTANT shall indemnify, defend and hold harmless the CITY, its offices, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, including attorneys fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to CONSULTANT's own employees, or damage to property occasioned by a negligent act, omission or failure of the CONSULTANT. Neither party to this Agreement shall be liable to any third party claiming directly or through the other respective party, for any special, incidental, indirect or consequential damages of any kind, including but not limited to lost profits or use that my result from this Agreement or out of the services or goods furnished hereunder.

ARTICLE 10 - INSURANCE

10.1 During the performance of the services under this Contract, CONSULTANT shall maintain the following insurance policies, and provide originals or certified copies of all policies, and shall be written by an insurance company authorized to do business in Florida.

10.1.1 Worker's Compensation Insurance: The CONSULTANT shall procure and maintain for the life of this Contract, Worker's Compensation Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage must extend to any sub-CONSULTANT that does not have their own Worker's Compensation and Employer's Liability Insurance. The policy must contain a waiver of subrogation in favor of the CITY of Boynton Beach, executed by the insurance company.

10.1.2 Comprehensive General Liability: The CONSULTANT shall procure and maintain for the life of this Contract, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent Contractors, Products Completed Operations and Contractual Liability with specific reference of Article 7, "Indemnification" of this Agreement. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from the performance of this Agreement. CONSULTANT shall maintain a minimum coverage of $1,000,000 per occurrence and $1,000,000 aggregate for personal injury/ and $1,000.000 per occurrence/aggregate for property damage. The general liability insurance shall include the CITY as an additional insured and shall include a provision prohibiting cancellation of the policy upon thirty (30) days prior written notice to the CITY.

10.1.3 Business Automobile Liability: The CONSULTANT shall procure and maintain, for the life of this Contract, Business Automobile Liability Insurance. The CONSULTANT shall maintain a minimum amount of $1,000,000 combined single limit for bodily injury and property damage liability to protect the CONSULTANT from claims for damage for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use of maintenance of owned and non-owned automobile, included rented automobiles, whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by the CONSULTANT.

10.1.4 Professional Liability (Errors and Omissions) Insurance: The CONSULTANT shall procure and maintain for the life of this Contract in the minimum amount of $1,000,000 per occurrence.

10.2 It shall be the responsibility of the CONSULTANT to ensure that all sub-contractors comply with the same insurance requirements referenced above.

10.3 In the judgment of the CITY, prevailing conditions warrant the provision by the CONSULTANT of additional liability insurance coverage or coverage which is different in kind, the CITY reserves the right to require the provision by CONSULTANT of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should the CONSULTANT fail or refuse to satisfy the requirement of changed coverage within the thirty (30) days following the CITY's written notice, the CITY, at its sole option, may terminate the Contract upon written notice to the CONSULTANT, said termination taking effect on the date that the required change in policy coverage would otherwise take effect.

10.4 CONSULTANT shall, for a period of two (2) years following the termination of the Agreement, maintain a "tail coverage" in an amount equal to that described above for Comprehensive Liability Insurance on a claims-made policy only

ARTICLE 11 - INDEPENDENT CONTRACTOR

11.1 The CONSULTANT and the CITY agree that the CONSULTANT is an independent CONSULTANT with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither CONSULTANT nor any employee of CONSULTANT shall be entitled to any benefits accorded CITY employees by virtue of the services

provided under this Agreement. The CITY shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to CONSULTANT, or any employee of CONSULTANT.

11.2 CONSULTANT acknowledges and understands that, as an independent CONSULTANT pursuant to this Agreement, CONSULTANT shall comply with Chapter 119, Florida Statutes, as amended (Public Records). CONSULTANT's obligation includes, but is not limited to CONSULTANT's obligation to preserve public records and make public records available to third parties in addition to the CITY.

ARTICLE 12 - COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 13 – TRUTH-IN-NEGOTIATION CERTIFICATE

13.1 Execution of this Agreement by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement is accurate, complete, and current as of the date of the Agreement and no higher than those charged the CONSULTANT's most favored customer for the same or substantially similar service.

13.2 The said rates and cost shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete, or non-current wage rates or due to inaccurate representations of fees paid to outside CONSULTANTs. The CITY shall exercise its rights under this "Certificate" within one (1) year following payment.

ARTICLE 14 - DISCRIMINATION PROHIBITED

The CONSULTANT, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.

ARTICLE 15 - ASSIGNMENT

The CONSULTANT shall not sublet or assign any of the services covered by this Agreement without the express written consent of the CITY.

ARTICLE 16 - NON-WAIVER

A waiver by either CITY or CONSULTANT of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

ARTICLE 17 – TERMINATION

17.1 Termination for Convenience: This Agreement may be terminated by the CITY for convenience, upon ten (10) days of written notice by the terminating party to the other party for such termination in which event the CONSULTANT shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the CONSULTANT abandons the Agreement or causes it to be terminated, CONSULTANT shall indemnify the CITY against loss pertaining to this termination.

17.2 Termination for Default: In addition to all other remedies available to the CITY, this Agreement shall be subject to cancellation by the CITY for cause, should the CONSULTANT neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure continue for a period of thirty (30) days after receipt by CONSULTANT of written notice of such neglect or failure.

ARTICLE 18 - DISPUTES

Any dispute arising out of the terms or conditions of this Agreement shall be adjudicated within the courts of Florida. Further, this Agreement shall be construed under Florida Law.

ARTICLE 19 – UNCONTROLLABLE FORCES

19.1 Neither the CITY nor CONSULTANT shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

19.2 Neither party shall, however, be excused from performance if non-performance is due to forces which are preventable, removable, or remediable, and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 20 - NOTICES

Notices to the CITY of Boynton Beach shall be sent to the following address:

CITY OF BOYNTON BEACH
Attn: Lori LaVerriere, City Mgr.
100 E. Boynton Beach Blvd.
Boynton Beach, FL 33435

Notices to CONSULTANT shall be sent to the following address:

GENTILE GLAS HOLLOWAY O'MAHONEY & ASSOCIATES
Attn: George G. Gentile, Pres.
1907 Commerce Ln., Ste. 101
Jupiter, FL 33458

ARTICLE 21 - INTEGRATED AGREEMENT

This Agreement, together with the RFQ/RFP and any addenda and/or attachments, represents the entire and integrated agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations, or agreements written or oral. This Agreement may be amended only by written instrument signed by both CITY and CONSULTANT.

ARTICLE 22 - SOVEREIGN IMMUNITY

22.1 CITY is a political subdivision of the State of Florida and enjoys sovereign immunity. Nothing in the Agreement is intended, nor shall be construed or interpreted, to waive or modify the immunities and limitations on liability provided for in Section 768.28, Florida Statute, as may be emended from time to time, or any successor statute thereof. To the contrary, all terms and provisions contained in the Agreement, or any disagreement or dispute concerning it, shall be construed or resolved so as to insure CITY of the limitation from liability provided to any successor statute thereof. To the contrary, all terms and provision contained in the Agreement, or any disagreement or dispute concerning it, shall be construed or resolved so as to insure CITY of the limitation from liability provided to the State's subdivisions by state law.

22.2 In connection with any litigation or other proceeding arising out of the Agreement, the prevailing party shall be entitled to recover its own costs and attorney fees through and including any appeals and any post-judgment proceedings. CITY's liability for costs and attorney's fees, however, shall not alter or waive CITY's entitlement to sovereign immunity, or extend CITY's liability beyond the limits established in Section 768.28, Florida Statutes, as amended.

1. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement shall be in a court of law. The CITY does not consent to mediation or arbitration for any matter connected to this Agreement.

2. The parties agree that any action arising out of this Agreement shall take place in Palm Beach County, Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Contract in multiple copies, each of which shall be considered an original on the following dates:

DATED this _____ day of _____, 20____.

CITY OF BOYNTON BEACH

_____
Lori LaVerriere, City Manager

Attest/Authenticated:

_____
Title

_____
CITY Clerk

(Corporate Seal)

Approved as to Form:

_____
Office of the CITY Attorney

GENTILE GLAS HOLLOWAY O'MAHONEY & ASSOCIATES, INC.

_____
George G. Gentile, President

Attest/Authenticated:

_____
Secretary

EXHIBIT "A"

FEE SCHEDULE

FIRM: Gentile Glas Holloway O'Mahoney & Associates, Inc. (2gho)

DATE: November 06, 2017, Revised January 8, 2018

Personnel Classifications	**Hourly Rate**
Principal	$166.00
Project Manager	$131.50
Senior Engineer	$156.00
Senior Planner	$129.40
Senior Architect	$150.00
Senior Landscape Architect	$122.30
Senior Surveyor/Mapper	$122.00
Engineer	$114.00
Architect	$160.00
Urban Designer	$129.40
Planner	$76.27
Landscape Architect	$102.96
Surveyor/Mapper	$108.00
Inspector (Zoning & Landscape)	$78.90
GIS Specialist	$94.68
CADD/Technician	$66.04
Planning Technician	$54.26
Clerical/Administrative	$37.13

Reimburseable Expenses:

Direct costs such as postage, prints, delivery service will be billed at cost.

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/6/2018

REQUESTED ACTION BY COMMISSION: PROPOSED RESOLUTION NO. R18-015 - Authorize the City Manager or designee to sign an agreement between the City of Boynton Beach and Florida Atlantic University Board of Trustees for the education and training of students and residents in the Charles E. Schmidt College of Medicine programs..

EXPLANATION OF REQUEST:
The City Commission of the City of Boynton Beach, Florida, upon recommendation of staff, has deemed it to be in the best interests of the citizens and residents of the City of Boynton Beach to enter into an Agreement between the City of Boynton Beach and Florida Atlantic University Board of Trustees for the education and training of students and residents in the Charles E. Schmidt College of Medicine (the "College of Medicine"), including medical students visiting the College of Medicine from other medical schools both within and outside the United States.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? Boynton Beach Fire Rescue personnel are well-acclimated to teaching and mentoring EMT and paramedic students. However, this program will bring that experience to the next level by introducing our personnel to resident physicians and post-graduate students. This program will promote a valuable learning experience for our employees and the FAU residents involved.

FISCAL IMPACT: Non-budgeted None

ALTERNATIVES: Not to enter the agreement thus negating the aforementioned benefits.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Resolution	Ride Time Resolution
Addendum	FAU Ride Time Agreement
Letter	Letter of request

RESOLUTION NO. R18-_____

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK TO SIGN AN AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES FOR EDUCATION AND CLINICAL TRAINING; AND PROVIDING AND EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Boynton Beach, Florida, upon recommendation of staff, has deemed it to be in the best interests of the citizens and residents of the City of Boynton Beach to enter into an Agreement between the City of Boynton Beach and Florida Atlantic University Board of Trustees for the education and training of students and residents in the Charles E. Schmidt College of Medicine (the "College of Medicine"), including medical students visiting the College of Medicine from other medical schools both within and outside the United States (collectively referred to herein as the "Participants"), said Agreement being attached hereto as Exhibit "A."

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. The Mayor and City Clerk are hereby authorized to execute an Agreement between the City of Boynton Beach and Florida Atlantic University Board of Trustees for the education and training of students and residents in the Charles E. Schmidt College of Medicine, including medical students visiting the College of Medicine from other

accredited medical schools both within and outside the United States, (collectively referred to herein as the "Participants"), said being attached hereto as Exhibit "A."

Section 3. That this Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this _____ day of _____, 2018.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Justin Katz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Christina L. Romelus	_____	_____
Commissioner – Joe Casello	_____	_____
VOTE	_____	

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

(Corporate Seal)

EXHIBIT A

AGREEMENT

THIS AGREEMENT, made and entered into by and between the Florida Atlantic University Board of Trustees, 777 Glades Road, Boca Raton, Florida 33431, a public body corporate of the State of Florida, hereinafter referred to as "BOARD" and the City of Boynton Beach, 100 E. Boynton Beach Boulevard, Boynton Beach, FL 33435-0310, hereinafter referred to as "CITY"

WHEREAS, the parties hereto desire to enter into a contractual arrangement providing for the education and training of students and residents in the Charles E. Schmidt College of Medicine ("College of Medicine") including medical students visiting the College of Medicine from other accredited medical schools both within and outside the United States (collectively referred to herein as the "Participants"); and

WHEREAS, The BOARD, operating as Florida Atlantic University, is a duly accredited institution that has received full accreditation from the Liaison Committee on Medical Education for its undergraduate medical education program within the College of Medicine; and

WHEREAS, the BOARD, in its medical educational program, has responsibility for the training of students, resident physicians and post-graduate trainees who require clinical education in various medical disciplines to complete their professional development; and

WHEREAS, the BOARD requires that all students who rotate clinically must pass a level 2 background check (including fingerprints) and a drug test; and

WHEREAS, the BOARD will provide the CITY with a proof of satisfactory background check clearance prior to each Participant commencing a ride along pursuant to this Agreement.

NOW, THEREFORE, it is agreed between the parties hereto as follows:

1. **TERM AND TERMINATION**.
    a. This Agreement is effective as of the last date signed below. This Agreement will continue for three (3) years from the effective date unless terminated sooner.
    b. This Agreement may be renewed at the end of the initial three (3) year term by the mutual written consent of the Parties for subsequent annual periods, unless otherwise terminated pursuant to the terms herein.
    c. In the event that either Party desires to terminate the arrangement prior to the completion of the three (3) year period or the completion of any subsequent

renewal period, notice is to be given by the party desiring to terminate to the other party in writing, but such termination shall not be effected until such time as all then enrolled Participants have had an opportunity to complete their prescribed program, although new enrollees shall not be accepted after receipt of notice of termination.

2. In the event that any action, suit or proceeding is commenced with respect to the interpretation or enforcement of this agreement, the prevailing party in such action, suit, or proceeding shall be entitled to recover all costs, expenses and fees including, without limitation, reasonable attorney's fees, incurred by such party in connection therewith) in addition to any other relief to which such party or parties may be entitled. The recovery of any funds as specified in this paragraph is subject to the limitations of any and all applicable laws, including but not limited to Fla. Stat. §768.28.

FURTHER, THE BOARD agrees to:

1. Identify Participants for clinical experiences at the CITY's Fire Department, including ambulance ride-alongs.
2. Select a qualified faculty for didactic training of Participants.
3. Provide a College approved course of study for the clinical experiences.
4. Consult with the designated staff of the CITY's Fire Department in selecting clinical experiences for the Participants. A list of Participants and their dates of attendance at the CITY's Fire Department will be provided to the CITY's Fire Department by the College of Medicine.
5. Provide supervision for its Participants (this does not include supervision during ride alongs).
6. Adhere to the Policy and Procedures established by the CITY's Fire Department to include the Exposure Control Plan for Bloodborne Pathogens and any and all related OSHA and Infection Control Policies.
7. Cooperate with the CITY's Fire Department staff in all matters pertaining to the clinical experiences contemplated hereunder.
8. Comply with any and all public records laws, including but not limited to Chapter 119, Florida Statutes.
    a. Ensure that all public records that are exempt or confidential and exempt from public records disclosure are not disclosed except where required by law.
9. Obtain and maintain occurrence-type professional liability insurance coverage in amounts not less than $1,000,000.00 per incident, with no annual aggregate limit, covering students; and insurance coverage for the Board, both as described on the attached Certificates of Liability Protection.
    a. The BOARD shall provide a certificate of insurance to the CITY evidencing such insurance coverage. Should any of the above described policies be cancelled

before the expiration date thereof notice will be delivered in accordance with the policy provisions.

10. Require that each Participant at his/her own expense provide the following:
    a. Uniforms
    b. Meals
    c. Laundry Service
    d. Transportation
    e. Physical examination and immunizations
    f. Hospital and medical care
    g. Medical/health insurance.

FURTHER, CITY agrees to:

11. Provide necessary facilities for clinical experiences at the CITY's Fire Department, including ambulance ride-alongs.
12. Allow the Participants to accompany CITY staff on ride-alongs to observe clinical care.
13. Provide on-site oversight/supervision for Participants during the ride alongs.
14. Cooperate in the assignment of Participants in the CITY's Fire Department.
15. Provide suitable area at CITY's Fire Department for conferences and group training programs for Participants.
16. Cooperate in obtaining guest lecturers from CITY staff on request of the BOARD's Participant supervisor.

FURTHER, BOTH PARTIES agree to:

17. **RESPONSIBILITY AND LIABILITY.** Each Party agrees to be responsible for its own negligent acts or omissions, and the negligent acts or omissions of its officers, employees, servants, and agents when acting within the scope of their employment, agency, or pursuant to this Agreement, and agrees to be liable for any damage or injury resulting from said negligent acts or omissions. Nothing contained herein shall be construed or interpreted as:
    a. Denying to any Party any remedy or defense available to such Party under the laws of the State of Florida;
    b. The consent of the Florida Atlantic University Board of Trustees, its affiliates, the Board of Governors, the State of Florida or any of their respective officers, employees, servants, agents, agencies, political subdivisions, or public bodies corporate to be sued;
    c. The consent of the City of Boynton Beach, its Commissioners, Administrators, attorneys, Fire Department Staff, affiliates, officers, employees, servants, or agents to be sued;
    d. A waiver of sovereign immunity of either Party beyond that provided in Section

768.28, Florida Statutes;

e. Constituting a hold harmless agreement on the part of the City of Boynton Beach or the BOARD.

FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES

By _____

(SEAL) Diane Elias Alperin, PhD., Senior Advisor, Academic Affairs

Date: 1-18-18

Acknowledged by Charles E. Schmidt College of Medicine

By: _____

Name: Phillip M. Boiselle, MD

Title: Dean and Professor, Charles E. Schmidt College of Medicine

Date: 1-16-18

CITY OF BOYNTON BEACH

1/10/18 Approved as to Form and Legality General Counsel Florida Atlantic University

By_____

Name: Lori LaVerriere, City Manager

Date_____

Approved as to legal form:

_____

City Attorney

Respond to:
P.O. Box 112735
Gainesville, Florida 32211-2735
Tel (352) 273-7006 / Fax (352) 273-5424

Florida Atlantic University
College of Medicine Self-Insurance Program

CERTIFICATE OF LIABILITY PROTECTION
Florida Atlantic University Charles E. Schmidt College of Medicine

This memorandum provides a summary of the professional and patient general liability protection for claims and actions which arise from the acts or omissions of Florida Atlantic University Charles E. Schmidt College of Medicine (FAUCOM) health care faculty, residents, and employees while acting within course and scope of their employment, and/or FAUCOM students while in an approved FAUCOM course of study or training program. A full description of the terms and conditions of the protections noted herein can be obtained from the administrative office of the Florida Atlantic University College of Medicine Self-Insurance Program (FAUSIP), a self-insurance program created pursuant to the authority of section 1004.24, Florida Statutes.

The FAUCOM is a component of the Florida Atlantic University Board of Trustees (FAUBOT). To the extent the State of Florida has partially waived its immunity to tort claims as described in section 768.28, Florida Statutes, the FAUBOT is protected for a professional or patient general liability claim or judgment by any one person in a sum not exceeding TWO HUNDRED THOUSAND DOLLARS ($200,000), and for total claims or judgment arising out of the same incident or occurrence in a total amount not exceeding THREE HUNDRED THOUSAND DOLLARS ($300,000), without an annual aggregate, such protection being provided by the FAUSIP. Additional protection is provided by the FAUSIP for total professional or patient general liability claims or judgment arising out of the same incident or occurrence up to ONE MILLION DOLLARS ($1,000,000), without an annual aggregate and inclusive of the statutory limits described above, for any loss in excess of the statutory limits of liability which is assigned to the FAUBOT by action of the Legislature and Governor of the State of Florida.

Individuals and entities protected by the FAUSIP who are not subject to the immunity as described in section 768.28, Florida Statutes, are provided professional and patient general liability protection for total claims or judgment arising out of the same incident or occurrence up to a liability limit of ONE MILLION DOLLARS ($1,000,000), without an annual aggregate, with such protection being provided by the FAUSIP.

Students of the FAUCOM, while participating in a pre-approved course of study or training program, are provided professional and patient general liability protection for total claims or judgment arising out of the same incident or occurrence up to a liability limit of ONE MILLION DOLLARS ($1,000,000), without an annual aggregate, with such protection being provided by the FAUSIP.

All liability protection described herein will respond to any claim or action arising from negligent acts or omissions on an OCCURRENCE basis, subject to applicable statutes of limitation and repose.

Professional liability actions filed against the FAUBOT pursuant to section 768.28, Florida Statutes, are subject to section 766.112(2), Florida Statutes, which provides that any judgment against the FAUBOT for medical malpractice actions shall be on the basis of the FAUBOT's comparative fault and not on the basis of the doctrine of joint and several liability and that the sole remedy available to a claimant to collect damages allocated to the FAUBOT shall be pursuant to section 768.28, Florida Statutes.

This Certificate of Liability Protection does not amend, alter, or modify the protection afforded by the FAUSIP and is not fully descriptive of all conditions and restrictions. Further, the FAUSIP is prohibited from adding as "insureds" or "protected entities" any individual or entity not described in section 1004.24, Florida Statutes, or other statute specifically authorizing their protection, nor can their protection be contractually extended to non-insureds or non-protected entities through indemnity or save-and-hold-harmless or similar agreements.

Certificate Coverage Period: July 1, 2017 – June 30, 2018

Lynette M. Belforti
Operations and Underwriting Officer
State University System of Florida
Board of Governors Self-Insurance Programs
April 10, 2017

Respond to:
P.O. Box 112735
Gainesville, Florida 32211-2735
Tel (352) 273-7006 / Fax (352) 273-5424

Florida Atlantic University
College of Medicine Self-Insurance Program

CERTIFICATE OF LIABILITY PROTECTION

PROTECTED GROUP: Students of the Florida Atlantic University Charles E. Schmidt College of Medicine and Christine E. Lynn College of Nursing.

The Board of Governors of the State of Florida, pursuant to the authority of § 1004.24, Florida Statutes, and BOG Regulation 10.001, has created the Florida Atlantic University College of Medicine Self-Insurance Program (FAUSIP) to provide commercial patient general liability protection, including professional liability protection, for the Florida Atlantic University Board of Trustees and its Florida Atlantic University operations. This coverage includes protection of Florida Atlantic University students while engaged in pre-approved course of study or training programs of the following colleges:

Charles E. Schmidt College of Medicine
Christine E. Lynn College of Nursing

COVERAGE LIMITS:

Patient General Liability:	$ 1,000,000 per occurrence, without an annual aggregate
Professional Liability:	$ 1,000,000 per occurrence, without an annual aggregate

COVERAGE TYPE: Occurrence

This Certificate of Liability Protection does not amend, alter, or modify the protection afforded by the FAUSIP and is not fully descriptive of all conditions and restrictions. Please inquire directly with the undersigned for additional information, if required.

Certificate Coverage Period: July 1, 2017 – June 30, 2018

Lynette M. Belforti
Operations and Underwriting Officer
State University System of Florida
Board of Governors Self-Insurance Programs
April 10, 2017

Charles E. Schmidt
College of Biomedical Science
777 Glades Road
Boca Raton, FL 33431
(561) 297-2219
Fax: (561) 297-2221

July 18, 2016

As the FAU-College of Medicine continues to grow, we are expanding our emergency medicine and EMS education. In July of 2017, we will be starting an emergency medicine residency program. In anticipation of this, we are increasing the emergency medicine and EMS offerings provided to our medical students during the 2016-2017 academic year.

We are seeking fire department partners to establish a ride-along program during either the first or second year of medical school training. Ideally, we would like to provide at least one optional experience for each of our 64 students. The goal of this experience is to expose medical students to the pre-hospital care provided by EMS, as well as to see patients in their home environment. In addition, we hope to build a long term relationship between our FAU students and the community. We encourage our students to stay in South Florida for residency and subsequent medical practice. It is purely observational.

Please let us know your thoughts regarding becoming a participating site for FAU's EMS rotations. We have attached a letter of agreement for your review.

Please feel free to contact me with any questions or concerns. I would like to make this a great experience for all involved. We also have a simulation center for training of nurses and students where EMS providers are paid to teach. If interested, we would like to invite you to visit the center.

Thanks for your time,

George R. Luck, MD, FAAHPM
Associate Professor of Clinical Biomedical Science
FAU/Charles E. Schmidt College of Medicine
Director of Professional Education-Simulation Center
Hospice-Palliative Medicine
Clerkship Director/Anesthesia
Clerkship Director/ICU
Gluck@fau.edu
(561) 212-2542

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/6/2018

REQUESTED ACTION BY COMMISSION: PROPOSED RESOLUTION NO. R18-016 - Authorize the City Manager to sign a reimbursement agreement between Palm Beach County Emergency Management and the City of Boynton Beach for the purchase of six (6) video laryngoscopes via the Palm Beach County Emergency Management (PBCEM) recently awarded Emergency Medical Services grant for 2018 for an amount not to exceed $7,200. The purchase will be made through Bound-Tree Medical of Dublin, OH based on three quotes.

EXPLANATION OF REQUEST: The Boynton Beach Fire Rescue Department is seeking to place state-of-the-art video laryngoscopes on all eleven (11) frontline apparatus. This grant will allow the department to ensure all of its frontline advanced life support (ALS) vehicles have this valuable life-saving tool for managing patient airways.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? This purchase will allow the fire department to successfully obtain this goal to ensure all of its five (5) ALS transport units and five of its five (5) ALS ladder companies have access this valuable tool.

FISCAL IMPACT: Non-budgeted The City will incur the cost of purchasing the items but will be reimbursed in the full amount via the 2018 PBCEM EMS Grant up to $7,200.

ALTERNATIVES: Not to approve the purchase thus delaying this initiative.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? Yes

Grant Amount: $7200.00

ATTACHMENTS:

Type	Description
Resolution	Resolution approving ILA with PBC for reimbursement of the purchase of six video laryngoscopes
Grant Application	EMS Grant Contract
Other	Quote 1
Other	Quote 2
Other	Quote 3

RESOLUTION R18-

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO SIGN AN INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY FOR REIMBURSEMENT OF THE PURCHASE OF SIX (6) VIDEO LARYNGOSCOPES IN AN AMOUNT NOT TO EXCEED $7,200.00; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Boynton Beach Fire Rescue Department is seeking to place state of the art video laryngoscopes on all eleven (11) frontline apparatus; and

WHEREAS, the Boynton Beach Fire Department has secured an alternative funding source through an Interlocal Agreement with Palm Beach County Emergency Management that will reimburse the City of Boynton Beach in an amount not to exceed $7,200.00; and

WHEREAS, the City Commission of the City of Boynton Beach upon recommendation of staff, deems it to be in the best interest of the citizens and residents of the City of Boynton Beach to approve and authorize the City Manager to sign an Interlocal Agreement with Palm Beach County for the reimbursement of the purchase of six (6) video laryngoscopes in an amount not to exceed $7,200.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. The City Commission of the City of Boynton Beach hereby authorizes the City Manager to sign an Interlocal Agreement with Palm Beach County for the

reimbursement of the purchase of six (6) video laryngoscopes in an amount not to exceed $7,200.00, a copy of said Interlocal Agreement is attached hereto and made a part here as Exhibit "A".

Section 3. That this Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this _____ day of _____, 2018.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Justin Katz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Christina L. Romelus	_____	_____
Commissioner – Joe Casello	_____	_____
VOTE	_____	

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

(City Seal)

INTERLOCAL AGREEMENT BETWEEN
PALM BEACH COUNTY AND THE CITY OF BOYNTON BEACH FOR THE REIMBURSEMENT OF EMERGENCY MEDICAL SERVICES GRANT EQUIPMENT

THIS INTERLOCAL AGREEMENT ("the Agreement") is made as of the _____day of____, 2018, by and between the Board of County Commissioners, Palm Beach County, a political sub-division of the State of Florida (herein referred to as "COUNTY"), and the City of Boynton Beach, a municipal corporation of the State of Florida (herein referred to as "CITY"), each one constituting a public entity as defined in Part 1 of Chapter 163, Florida Statues.

WITNESSETH

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the Department of Health, Bureau of Emergency Medical Services (DOHEMS) is authorized by Chapter 40l, Part II, Florida Statutes, to dispense grant funds for emergency medical services ("EMS"); and

WHEREAS, Forty-five percent (45%) of the DOHEMS grant funds are made available to the counties to distribute to improve and expand pre-hospital EMS (the "EMS State Grant"); and

WHEREAS, each county may reimburse and disburse the EMS State Grant Funds to licensed emergency medical providers in the county.

NOW THEREFORE, in consideration of the mutual promises contained herein, COUNTY and CITY agree as follows:

ARTICLE 1 – RECITALS

The above recitals are true, correct and incorporated herein.

ARTICLE 2 - REPRESENTATIVE/MONITORING POSITION

The COUNTY'S representative/Agreement monitor during the term of this Agreement shall be Sally Waite, whose telephone number is (561) 712-6484.

The CITY'S representative/contact monitor during the term of the Agreement shall be Mike Landress, whose telephone number is (561) 742-6337.

ARTICLE 3 – REIMBURSEMENT OF CITY

The COUNTY agrees to reimburse the CITY for the purchase of six (6) King Vision Laryngoscopes (the "EMS Equipment") from the COUNTY's FY2017-2018 EMS State Grant funds and the CITY agrees to accept said reimbursement under the terms and conditions of the EMS State Grant and this Agreement. The reimbursement under this Agreement shall not exceed a total amount of seven thousand and two hundred dollars ($7,200).

The CITY shall purchase the EMS Equipment and submit the required documentation for reimbursement (referenced in Article - 4) to the COUNTY representative at least ninety (90) days before the expiration of the FY2017-2018 EMS State Grant. Approved documentation will be processed by the County Finance Department for payment to the CITY.

ARTICLE 4 - GRANT PROGRAM REQUIREMENTS

CITY SHALL:

A. Comply with the general requirements and conditions of the EMS State Grant.

B. Submit to the COUNTY representative on or before September 30, 2018 copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department to establish the eligible purchase and receipt of EMS Equipment by the CITY.

C. Immediately transfer the purchased EMS Equipment to the COUNTY should the CITY cease to operate its pre-hospital emergency medical services during the life of the EMS Equipment.

D. Within Ninety (90) days of the Effective Date of this Agreement, complete staff training on use of the EMS Equipment and provide a training report to the COUNTY'S Division of Emergency Management. The training report shall include all of the necessary training provided for the EMS Equipment including a sign in sheet, date, title and contact number of the persons trained on the use of the EMS Equipment if applicable. It is the sole responsibility of the CITY to provide the training on use of the EMS Equipment and to provide the required training report. The CITY'S failure to satisfactorily complete the training or to provide the required training report in the timeframe provided shall constitute a material breach of this Agreement. As such, COUNTY may terminate this Agreement and demand that the EMS Equipment be transferred to COUNTY.

ARTICLE 5 – LIABILITY/INDEMNIFICATION

Each party to this Agreement shall be liable for its own actions and negligence. To the extent permitted and within the limits established by §768.28, Florida Statutes, the CITY agrees to indemnify, defend and hold harmless the COUNTY against any actions, claims or damages arising out of the CITY'S use, care and maintenance of the EMS Equipment. This shall not be construed as a waiver of either party's sovereign immunity or as consent to be sued by third parties.

ARTICLE 6 – FILING

A copy of this Agreement will be filed with the Clerk of Circuit Court in and for Palm Beach County.

ARTICLE 7 - AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this Agreement is contingent upon COUNTY receipt of FY2017-2018 EMS State Grant funds from the State sufficient to reimburse CITY. On-going costs for EMS Equipment, including but not limited to, maintenance and repair and replacement of the EMS Equipment, is the sole responsibility of the CITY and will not be reimbursed by or funded by COUNTY. Such costs remain the responsibility of the CITY. The COUNTY shall have no further obligation to the CITY, or any other person or entity, relating to or pertaining to the EMS Equipment.

ARTICLE 8 – REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement 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, 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.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or the CITY.

ARTICLE 9 – ARREARS

The CITY shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any Agreement, debt, obligation, judgment, lien, or any form of indebtedness. The CITY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 10 - ACCESS AND AUDITS

The COUNTY 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 the CITY'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the CITY, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 11 – NONDISCRIMINATION

The CITY warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression or genetic information.

ARTICLE 12- AUTHORITY TO PRACTICE

The CITY hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct pre-hospital emergency medical services during the life of the EMS Equipment. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 13 – SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, 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 Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 14 – NOTICE

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance.

If sent to the COUNTY, notices shall be addressed to:

Sally Waite, EMS Manager
20 South Military Trail
West Palm Beach, FL

With a copy to:

County Attorney's Office
301 North Olive Avenue, 6th Floor
West Palm Beach, Florida 33401

If sent to the CITY, notices shall be addressed to:

EMS Coordinator Mike Landress
2080 High Ridge Road
Boynton Beach, FL 33426

ARTICLE 15 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CITY agree that this Agreement 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 Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 16 - EXPIRATION OF AGREEMENT

This Agreement expires in five (5) years or upon the expiration of the life of the EMS Equipment, whichever comes first, in accordance with the EMS State Grant program. At such time, CITY may dispose of said EMS Equipment as surplus property with no further municipal purpose.

ARTICLE 17 - EFFECTIVE DATE

This Agreement shall become effective on the date last signed by either the COUNTY or the CITY.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and CITY has hereunto set its hand the day and year above written.

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____
Verdenia C. Baker
County Administrator

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By_____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By_____
Division Director

CITY OF BOYNTON BEACH

By: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By_____
City Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By_____
City Representative

Have questions or need help? Call: 866-468-9558

Master Medical Equipment

Menu

#1

Home » Products » Airway Management » Ambu Airway Management » King Vision Video Laryngoscope from Ambu

Search products...

King Vision Video Laryngoscope from Ambu

$1,495.00 x 6 #8,970

Ambu

The King Vision Video Larnygoscope combines the convenience of a durable reusable, video display with a disposable blade at a price that's affordable for all of your intubations, difficult and routine

Product Documents

Information Brochure

Blade Datasheet

1 Add to cart

SKU: KVLABKIT3

Categories: Airway Management, Ambu Airway Management

Description

Additional information

Search products...

Welcome visitor, please LOGIN or Register MY ACCOUNT

Life-Assist
Helping Heroes Save Lives

EMERGENCY MEDICAL PRODUCTS for the First Responder

Chat Now Customer Care 800 824-6016

Shopping Cart 0 item(s) - $0.00

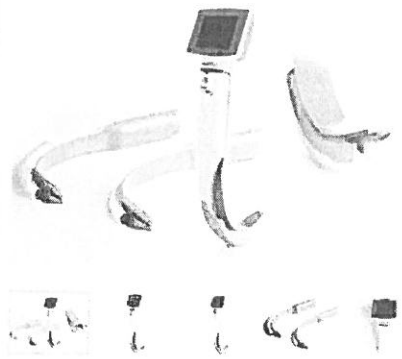
PRODUCTS

Product name, number, keyword or manufacturer SEARCH

FREE SHIPPING on orders over $100!

- Trauma and First Aid
- Gloves
- Diagnostic
- Cases, Bags and Kits
- Instruments / Personal
- Airway and Suction
- Oxygen Resuscitation
- Immobilization
- Patient Transport
- IV Therapy
- Pharmaceuticals
- Protective Care
- Rescue
- Training / Operations
- ON SALE
- New Products

Home > Airway and Suction > Laryngoscope Handles and Blades > **King Vision® Video Laryngoscope**



King Vision® Video Laryngoscope

King Vision has been designed with the intention to make a revolutionary series of high performance portable video laryngoscopes. The King Vision combines the convenience of a durable, reusable video display with a disposable blade at a price that's affordable for all of your intubations.

Kit includes:

- Vision Display
- Case for Display
- AAA Batteries
- 3 each - Channeled Vision Blades, size 3
- 1 each - Standard Vision Blade, size 3

LY003CASE dimensions: 9" x 13" x 3.25"

#2

Item #	Description	In Stock	Price	Qty	
LY003KIT Ambu, Inc. Manuf #KVLKIT3	King Vision™ KIT (Rx)		$1,599.00 ea		
AMBU_KVLABKIT3 Ambu, Inc. Manuf #KVLABKIT3	King Vision™ aBlade Kit (Rx)		$2,167.50 ea		

x 6
#9,594

Accessories | **Specifications** | **Questions and Answers**

LY003C Ambu, Inc. Manuf #KVL03C	CHANNELED Blade, Size 3, Medium Adult (Rx)	$32.90 ea	
LY003 Ambu, Inc. Manuf #KVL03	STANDARD Blade, Size 3, Medium Adult (Rx)	$32.90 ea	
AMBU_KVLAB3C Ambu, Inc. Manuf #KVLAB3C	CHANNELED aBlade (Rx)	$19.00 ea $340.00 cs-20	
AMBU_KVLAB3 Ambu, Inc. Manuf #KVLAB3	STANDARD aBlade (Rx)	$19.00 ea $340.00 cs-20	
AMBU_KVLAB1 Ambu, Inc. Manuf #KVLAB1	Pediatric aBlade, Size 1 (Rx)	$23.00 ea $408.00 cs-20	
AMBU_KVLAB2 Ambu, Inc. Manuf #KVLAB2	Pediatric aBlade, Size 2 (Rx)	$23.00 ea $408.00 cs-20	
AMBU_KVLAB2C Ambu, Inc. Manuf #KVLAB2C	Pediatric aBlade, Size 2C (Rx)	$23.00 ea $408.00 cs-20	
AMBU_KVLVA12 Ambu, Inc. Manuf #KVLVA12	King Vision™ aBlade Video Adapter, Sizes 1 & 2	$892.50 ea	
LY001D Ambu, Inc. Manuf #KVIS01	Reusable Display (Rx)	$1,499.00 ea	
LY001CABLE Ambu, Inc. Manuf #KVCABL	Video Cable	$39.00 ea	
LY003CASE HawkePaks Manuf #CUSTOM VIDEO BAG	Optional Supply Case with Pockets	$47.50 ea	

Bound Tree

Quotation

Quotation#: 01/04/2018

Account Number: 112941-ESHIP001

BILL-TO
CITY OF BOYNTON BEACH
PO BOX 310
BOYNTON BEACH, FL 33425-0310
Ship Method: NO FRT
Payment Terms: NET 30

SHIP-TO
CITY OF BOYNTON BEACH
222 NE 9TH AVE
BOYNTON BEACH, FL 33435-3140

Contact Name .
Phone Number .

Item	UOM	Description	Qty	Price	Ext.Price	Exp.Date
2144-KV010	1/CS	King Vision Video Laryngoscope, Reusable Digital Display w/Video-Out Port, Battery	6	$ 1,100.00	$ 6,600.00	06/30/2018
2144-KV033	1/EA	King Vision Video Laryngoscope Blade, Channeled, Disp,18mm, w/White LED, Digital	20	$ 29.29	$ 585.80	06/30/2018

Quote Total $ 7,185.80

Comments:

Boundtree |
|
Phone: | Fax:
|

Sales tax will be applied to customers who are not exempt.
Shipping charges will be prepaid and added to the invoice unless otherwise stated.
This quotation is valid until the quote expires or the manufacturer's price to Bound Tree Medical increases.

To place an order, please visit our website at www.boundtree.com, login and add to your shopping cart
or call (800) 533-0523
fax (800) 257-5713

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/6/2018

REQUESTED ACTION BY COMMISSION: PROPOSED RESOLUTION NO. R18-017 - Approve and authorize the City Manager sign a Rental Contract for the rental of a 1,000 kilowatt (KW) backup emergency generator and cables at the East Water Treatment Plant from Pantropic Power for a monthly cost of $7,866 for fiscal year 2017-18, for a total cost of $94,392. The Contract is based upon NJPA Contract # 080613-CAT with Caterpillar. Pantropic is their local representative.

EXPLANATION OF REQUEST:
The backup emergency generator at the East Water Treatment Plant failed, was not economically repairable within the current environmental regulations and has been sold. A standby1,000 kilowatt (KW) generator has been rented while decisions are made on the best long term solution for power supply to the plant.

The operating permit for the plant requires back-up generating capacity to ensure ongoing operations during periods when Florida Power and Light is unable to provide the necessary electrical power. We are currently working on a project to install permanent back-up power and will be seeking purchase authority in the near future.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? The backup emergency generator will provide power in the event of a power outage to the East Water Treatment Plant and will provide a backup power supply to enable Utilities to provide uninterrupted drinking water to its customers.

FISCAL IMPACT: Non-budgeted
Funding for 3 months rental is in the budget, the remainder will need to be found from contingency. This will be charged to Utilities account 401-2811-536-44.30.

The NJPA contract terms include a minimum of a 10% discount form list for the rental price. The list price for the unit we are renting is $11,000/month compared to our price of $6,600 which exceeds the 10% threshold.

ALTERNATIVES: Since the backup emergency generator is required for East Water Treatment Plant operations, there is no feasible alternative at this time.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Resolution	Resolution approving Rental Contract for backup emergency generator
Addendum	Pantropic Rental Agreement

RESOLUTION R18-

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO SIGN A RENTAL CONTRACT WITH PANTROPIC POWER, INC., FOR THE RENTAL OF A 1,000 KILOWATT BACKUP EMERGENCY GENERATOR FOR A MONTHLY COST OF $7,866 FOR FISCAL YEAR 2017/18; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the backup emergency generator at the East Water Treatment Plat failed, was not reparable within the current environmental regulations and has been sold; and

WHEREAS, the operating permit for the plant requires back-up generating capacity to ensure ongoing operations during periods when Florida Power and Light is unable to provide the necessary electrical power; and

WHEREAS, a standby generator has been rented while decisions are made on the best long term solution for power supply to the plant; and

WHEREAS, the City Commission of the City of Boynton Beach upon recommendation of staff, deems it to be in the best interest of the citizens and residents of the City of Boynton Beach to approve and authorize the City Manager to sign a Rental Contract with Pantropic Power, Inc., for the rental of a 1,000 kilowatt backup emergency generator and cables at the East Water Treatment Plant for a monthly cost of $7,866 for fiscal year 2017/18.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. The City Commission of the City of Boynton Beach hereby authorizes the City Manager to sign a Rental Contract with Pantropic Power, Inc., for the rental of a 1,000 kilowatt backup emergency generator and cables at the East Water Treatment Plant for a monthly cost of $7,866 for fiscal year 2017/18, for a total cost of $94,392, a copy of said Rental Contract is attached hereto and made a part here as Exhibit "A".

Section 3. That this Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this _____ day of _____, 2018.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Justin Katz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Christina L. Romelus	_____	_____
Commissioner – Joe Casello	_____	_____
VOTE	_____	

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

(City Seal)

Rental Contract

Pantropic Power, Inc.
One Source, One Call, One Solution
www.pantropic.com
8205 NW 58th ST
Miami, FL 33166

DATE 1/5/2018
Contract # RAG01052018-1
Customer Acct. #:
Contract valid until: 2/4/2018

Contract For: Michael Low
124 E Woolbright Road
Boynton Beach, Fl 33435

Phone 561-742-6403
Cell
Email: lowm@bbfl.us

JOBSITE: City of Boynton Beach
Name:
Address: SAME

Roberto Garcia
Email: Roberto_Garcia@pantropic.com
Phone: (305) 592-4944, ext. 3022
Fax: (305) 675-3163
Cell: (305) 970-5902

Comments or Special Instructions:

Reference NJPA Contract # 080613-CAT

START DATE	COLLECTION PERIOD	ESTIMATED END DATE	SHIFT	TAXABLE?	INSURANCE?	TERMS OF PAYMENTS
1/5/2018	MONTHLY	TBD	Standby (0 hrs)	No	Yes	Net 30

QUANTITY	Item ID	DESCRIPTION	Additional Descritpion	UNIT PRICE	AMOUNT
1	XQ1000_NC	1000 KW Generator,internal 1250 g fuel tank. Fuel consumption is 53.0 g/hr at 3/4 load.		$ 6,600.00	$ 6,600.00
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
20	4_Odd_50_Ft	4/0 50' Cam Lok Cable		$ 60.00	$ 1,200.00
20	4_Odd_Female_Lugged	4/0 Female Lugged Pigtail		n/c	
20	4_Odd_Male_Bare	4/0 MB Pigtail		n/c	
					$ -
					$ -
					$ -
					$ -
					$ -
	Loss Waiver	Loss Waiver		14%	
	Rental_Evf	Environmental Fee		1%	$ 66.00
	Rental_Fue	Fuel Charge			$ -
	Re_Trans_E	Rental Transport External	R/T to and from Job Site		$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -

***Notes:**

SUBTOTAL	$ 7,866.00
TAX RATE	
SALES TAX	$ -
OTHER	$ -
1st MONTH TOTAL	**$ 7,866.00**
SUBSEQUENT MONTH/S TOTAL	**$ 7,866.00**

Roberto Garcia
Rental Sales

Customer Signature (Required):
Printed Name:
Date:
PO #:

General Terms & Conditions

1. Equipment is subject to prior sale or rental
2. Customers who do not elect to prepay fuel are subject to a refueling service charge per gallon for shortages upon return.
3. Customers are required to perform all maintenance on equipment. Neglect on customer's behalf is subject to additional charges. Customers can elect or hire our service department maintenance at additional charges as Pantropic Power offers 24 hour emergency services and preventive maintenance services.
4. Customer is responsible for all connections and disconnections of the rented equipment unless otherwise noted. Pantropic Power is NOT authorized to connect/disconnect to/from customers' load point(s).

5. Pantropic will provide top-off service and re-fueling service with fuel dispensed at market price per gallon. Customer may elect this service ___Yes, ___No, if Yes, please provide initial_____.

6. Proof of insurance must be provided prior to the customer taking delivery of rented equipment. If proof is not provided, customer agrees to be charged for Pantropic's Loss/Damage Waiver at 14% of the equipment rental rate.

Additional Terms & Conditions

1. **RENTAL TERM:** Rental term begins when generator leaves Pantropic's property for delivery to customer and ends when customer notifies Pantropic, in writing or email, to pick-up the generator.
2. **USE OF EQUIPMENT:** Customer agrees to use the equipment only at the specified location as indicated on the rental contract as jobsite or event site. Customer agrees to not remove, sublease, or re-rent equipment during the full rental period.
3. **TRANSPORTATION:** Charges are applicable to/from customer's location from Pantropic Power's headquarters in Miami, Fl.
4. **BILLING:** All rentals are billable in advance and begin on the day equipment is first shipped to customer's site and end the day equipment is returned to Pantropic. If equipment is initially rented with a Credit Card, Pantropic is entitled to charge said card periodically and at such times for all amounts calculated to be due and owing.
5. **RETURN OF EQUIPMENT:** Customer agrees to have all rented items returned during normal business hours and in the same condition and repair as when it was delivered.
6. **RETENTION OF EQUIPMENT/EXPIRATION OF TERM:** If the customer retains the equipment after the expiration of the stated term on the contract, such retention shall be construed as a continuance of this rental contract at the same rental rate and under the same terms & conditions.
7. **OWNERSHIP OF EQUIPMENT:** The parties herein agree that Pantropic retains all rights and title to the rented equipment and customer may not have said equipment liened or pledged as collateral.
8. **RISK:** Risk is transferred to the customer upon receipt of equipment and remains with the customer until equipment is returned to Pantropic's yard. The customer is liable for all damages to the equipment while in its possession.
9. **MAINTENANCE/BREAKDOWN:** all generators must be serviced at 250 hour run time intervals (unless otherwise negotiated and stated within the rental contract) at customer's expense. Rent shall NOT ABATE due to any maintenance needs. Customer shall not attempt any repair to the rented equipment without prior written consent of Pantropic. PANTROPIC MAKES NO EXPRESSED OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MECHANTABILITY OR THAT THE UNIT IS PROPERLY FIT FOR ANY PARTICULAR PURPOSE.
10. **ACCESS:** Pantropic reserves the right to enter the customer's location at any time upon giving prior reasonable notice to the customer in order to inspect, maintain, and/or repair the rented equipment.
11. **RESPONSIBILITY FOR LOSS/DAMAGE TO EQUIPMENT:** Customer shall be responsible for any losses or damage to the equipment resulting from any cause whatsoever. Customer agrees to bear the risk of loss or destruction of rented equipment until such time as the equipment is returned to Pantropic at the end of the rental period.
12. **INDEMNIFICATION:** CUSTOMER SHALL INDEMNIFY, DEFEND, AND HOLD PANTROPIC HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, OBLIGATIONS, LOSSES, DAMAGES, CLAIMS, PENALTIES, INJURIES (BOTH TO BODY AND PROPERTY), AND ALL COSTS AND EXPENSES RELATING TO OR RISING OUT OF THE EQUIPMENT IN WHATEVER MANNER IN CONNECTION WITH ANY EVENT OCURRING PRIOR TO THE PROPER RETURN OF THE EQUPMENT TO PANTROPIC. Pantropic is not liable for any downtime, consequential or inconsequential damages or incidents to the customer or any third party claiming through or on behalf of the customer for use of the equipment.

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/6/2018

REQUESTED ACTION BY COMMISSION: PROPOSED RESOLUTION NO. R18-018 - Authorize the City Manager to sign proposal for survey services to be provided by WGI (Wantman Group Inc.) under RFQ #067-2821-16/TP - Task Order # U-A-01 in the amount of $25,270.00 to support the planning and design of the Lakeside Gardens Neighborhood Drainage Improvements, specifically for Potter Road and N. Lake Drive.

EXPLANATION OF REQUEST:
Boynton Beach Utilities is utilizing the continuous surveying services contracts (RFQ #067-2821-16/TP) to support planning and engineering design for the implementation of the stormwater Capital Improvements Projects. WGI was selected for the Lakeside Gardens Neighborhood Drainage Improvements, specifically for Potter Road and N. Lake Drive.

The area is prone to flooding with water ponding during minor events to severe flooding during extreme events. High tides during spring and King tides during the fall season create a nuisance that affect the resident's daily lives.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
The proposed survey will be the first step to mitigate Lakeside Gardens neighborhood drainage issues. To help address residents and visitors that have been exposed to flooding, consequently unable to access/egress dwellings due to water depth, extent of inundated area and water ponding duration.

FISCAL IMPACT: Non-budgeted
Impacted accounts:
75% - 403-5000-538.65-09
25% - 403-5000-533.65-02

ALTERNATIVES:
Requirement of frequent emergency flood relief, cleaning and maintenance operations by the City's Stormwater staff.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

CONTRACTS

VENDOR NAME: Watman Group, Inc.

START DATE: 3/27/2017

END DATE: 3/27/2018

CONTRACT VALUE: $25,2700.00

MINORITY OWNED CONTRACTOR?: No

EXTENSION AVAILABLE?: No

EXTENSION EXPLANATION:

ATTACHMENTS:

Type	Description
Resolution	Resolution approving Proposal by the Wantman Group for survey services
Addendum	Survey Proposal for Potter Rd and N Lake Dr

RESOLUTION R18-

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO SIGN A PROPOSAL FOR SURVEY SERVICES TO BE PROVIDED BY WANTMAN GROUP INC. (WGI) UNDER RFQ #067-2821-16/TP – TASK ORDER #U-A-01 IN THE AMOUNT OF $25,270.00 TO SUPPORT THE PLANNING AND DESIGN OF THE LAKESIDE GARDENS NEIGHBORHOOD DRAINAGE IMPROVEMENTS, SPECIFICALLY POTTER ROAD AND NORTH LAKE DRIVE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Utilities Department is utilizing the continuous surveying services contracts (RFQ #067-2821-16/TP) to support planning and engineering design for the implementation of the stormwater Capitol Improvements Projects; and

WHEREAS, WGI has been selected for the Lakeside Gardens Neighborhood Drainage Improvements, specifically Potter Road and North Lake Drive; and

WHEREAS, this area is prone to flooding with water ponding during minor events to severe flooding during extreme events; and

WHEREAS, the proposed survey will be the first step to mitigate Lakeside Gardens Neighborhood drainage issues; and

WHEREAS, the City Commission of the City of Boynton Beach upon recommendation of staff, deems it to be in the best interest of the citizens and residents of the City of Boynton Beach to approve and authorize the City Manager to sign a Proposal for survey services to be provided by WGI under RFQ #067-2821-16/TP – Task Order #U-A-01 in the amount of $25,270.00 to support the planning and design of the Lakeside Gardens Neighborhood Drainaige Improvements, specifically Potter Road and North Lake Drive.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF

THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. The City Commission of the City of Boynton Beach hereby authorizes the City Manager to sign a Proposal for survey services to be provided by WGI under RFQ #067-2821-16/TP – Task Order #U-A-01 in the amount of $25,270.00 to support the planning and design of the Lakeside Gardens Neighborhood Drainage Improvements, specifically Potter Road and North Lake Drive, a copy of said Proposal is attached hereto and made a part here as Exhibit "A".

Section 3. That this Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this _____ day of _____, 2018.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Justin Katz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Christina L. Romelus	_____	_____
Commissioner – Joe Casello	_____	_____
VOTE	_____	

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

(City Seal)

December 1, 2017

Mr. Chris Roschek, P.E.
Engineering Division Manager
Boynton Beach Utilities
City of Boynton Beach
100 E. Boynton Beach Blvd.
Boynton Beach, FL 33435

roschekc@bbfl.us

RE: Professional Survey Services for Potter Road and N. Lake Drive Topographic Survey
Boynton Beach, Palm Beach County, FL
WGI # 2634.00

Dear Mr. Roschek,

Wantman Group, Inc. (WGI) is pleased to provide this proposal to City of Boynton Beach (CLIENT) for additional survey services. Our scope of services and corresponding fees are detailed below. In addition, it is agreed that WGI's services will be performed pursuant to WGI's Agreement Provisions, associated with the original contract between WGI and CLIENT, dated March 27, 2017.

Project Understanding:

WGI will perform a Topographic Survey for planning and design purposes utilizing terrestrial laser scanning (LIDAR) technology and conventional surveying methods as necessary. Project limits are within the right-of-way of Potter Road and Lake Drive, and also within selected locations of the adjacent private properties, located in the City of Boynton Beach.

The scope of services are as follows:

1. **Prepare Topographic Survey**
   - a) Prepare survey calc file and field package information.
   - b) Research public records for deeds, plats, R/W maps, and survey control.
   - c) Locate, check and reference project horizontal and vertical control.
   - d) Locate, check and reference monumentation for right-of-way establishment.
   - e) Set LIDAR targets as needed for data acquisition.
   - f) Perform terrestrial laser scan of roadway corridor.
   - g) Locate visible improvements within the right-of-way of Potter Rd. and Lake Dr. including but not limited to utility poles, signage, pavement, curbs, sidewalks, and driveways.
   - h) Locate drainage and sewer manholes, including pipe sizes, inverts, and connectivity.
   - i) Locate major landscaping within project limits.
   - j) Obtain spot elevations along adjacent private property lines at 50 foot intervals.
   - k) Obtain finish floor elevation of adjacent private property dwellings.
   - l) Process, check and review field information.
   - m) Right-of-way determination by Professional Surveyor and Mapper.
   - n) Create a 5 foot spot elevation grid on roadway surface.
   - o) Create and plot centerline profile of roadway on survey map.
   - p) Prepare Topographic Survey and project deliverables.
   - q) Final review and signature by Professional Surveyor and Mapper.

2. **Schedule:**
   a) The project will be completed within 45 days of receipt of an executed Purchase Order.

3. **Deliverables:**
   a) Topographic Survey – 3 Sets 24”x36” plans, electronic DWG and PDF files of plans.

4. **FEES:**
   a) **Surveying Services…….$25,270.00**

Notes:

- This is a topographic survey as defined in 5J-17.050, F.A.C.
- Vertical control will be based on the North American Vertical Datum of 1988 (NAVD 88).
- Horizontal control will be based on the State Plane Coordinate System of 1983, Florida East Zone.
- Title work is not included in this scope.

We appreciate the opportunity to be of service to City of Boynton Beach. Upon acceptance of this proposal, please sign and return an executed copy to this office. Please note that the Agreement Provisions are an integral part of this contract, are hereby incorporated by reference, and are controlling unless both parties expressly waive them in writing prior to commencement of work. By executing this Proposal, CLIENT expressly agrees to be bound by the Agreement Provisions and the enclosed Fee Schedule. Further, and whether this proposal is executed or not, the ordering of, acceptance of, or reliance on services performed by WGI constitutes acceptance of the attached Agreement Provisions.

Respectfully submitted,
WGI

Eric Matthews, PSM
Sr. Project Manager

Sam Hall, P.S.M.
Vice President

CLIENT'S CORPORATE ATTESTATION: If signing this Proposal on behalf of a corporate entity, I hereby affirm that such entity is correctly identified above, and is legally valid, active, and duly licensed and authorized to conduct business in the State of Florida. I also affirm that I am duly authorized and have legal capacity to execute this Proposal and bind the corporate entity.

AUTHORIZATION FOR CREDIT CHECK: By signing this Proposal, I hereby authorize WGI to conduct a credit check or obtain a credit report with respect to CLIENT (as identified in this Proposal) for purposes of WGI providing services to CLIENT.

Corporate Representative:

_____
Name (Printed)

This Proposal accepted this ____ day of _____, 2017

By _____
Name (Signature)
City of Boynton Beach

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/6/2018

REQUESTED ACTION BY COMMISSION:
PROPOSED RESOLUTION NO. R18-019 - Approve the purchase of an Atomic Absorption Spectrophotometer from Perkin Elmer Health Sciences, Inc. utilizing a University of Florida "Specialty Lab Suppliers" MOU agreement of ITN15NH-115 for a cost of $65,120.72. The University of Florida procurement process satisfies the City's competitive bid requirements.

EXPLANATION OF REQUEST: The Laboratory utilizes their Atomic Absorption Spectrophotometer (AA) for the measurement of metals in the water supply. They currently routinely check for **Copper, Iron, Sodium, Lead and Arsenic**. It is important to be able to closely the presence of these elements in the water supply to ensure that our control methods are working effectively. The current equipment was procured in 2006 and it is difficult to get the necessary parts to keep it operational. The utility has planned for this replacement and has funds available. The total cost for all the necessary parts comprising to measure these five elements is $65,120.72.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? This will enable the Utility Laboratory to provide prompt and accurate measurement of these metals and to therefore ensure that the water supply is in good condition and fit for purpose.

FISCAL IMPACT: Budgeted Funding will be available in account 403-5000-533-65.02 WTR103

ALTERNATIVES: The alternative is to send all of these samples out for testing. This results in a delay in obtaining results for these important contaminants and the number of analyses is high, with on occasion over 100 tests required at one time.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Resolution	Resolution approving Piggy-back of UoF MOU for purchase
Contract	Piggyback-PerkinElmer -(Atomic Absorption Spectrophotometer)
Attachment	Perkin Elmer Proposal
Attachment	Piggyback contract (Invitation to Negotiate)
Memorandum of Understanding	U of F Memorandum of understanding

RESOLUTION NO. R18-

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE PIGGY-BACK OF A UNIVERSITY OF FLORIDA MEMORANDUM OF UNDERSTANDING FOR THE PURCHASE OF AN ATOMIC ABSORPTION SPECTROPHOTOMETER WITH THE SAME TERMS, CONDITIONS, SPECIFICATIONS AND PRICING IN THE AMOUNT OF $65,120.72; AUTHORIZING THE CITY MANAGER TO SIGN A CONTRACT WITH PERKIN ELMER HEALTH SCIENCES, INC.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City staff has confirmed that the procurement process of the University of Florida meets or exceeds that of the City of Boynton Beach's requirements; and

WHEREAS, upon recommendation of staff, it is the City's desire to piggy-back a University of Florida Memorandum of Understanding for the purchase of an Atomic Absorption Spectrophotometer with the same terms, conditions, specifications and pricing in the amount of $65,120.72.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

Section 2. The City Commission of the City of Boynton Beach, Florida, hereby approves the piggy-back of a University of Florida Memorandum of Understanding for the purchase of an Atomic Absorption Spectrophotometer with the same terms, conditions, specifications and pricing in the amount of $65,120.72.

Section 3. The City Manager is hereby authorized to sign a contract with PerkinElmer Health Sciences, Inc, a copy of which is attached hereto as Exhibit "A".

Section 4. That this Resolution shall become effective immediately.

PASSED AND ADOPTED this _____ day of _____, 2018.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Justin Katz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Christina L. Romelus	_____	_____
Commissioner – Joe Casello	_____	_____
VOTE	_____	

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

(Corporate Seal)

CONTRACT

This Contract is made as of this ____ day of _____, 2018 by and between PERKINELMER HEALTH SCIENCES, INC ., a foreign corporation authorized to do business in the State of Florida, with offices at 710 Bridgeport Avenue, Shelton, CT 06484-4794 ("PerkinElmer"), and THE CITY OF BOYNTON BEACH, a Florida municipal corporation, with an address at 100 East Boynton Beach Boulevard, Boynton Beach, FL 33435 (the "City").

RECITALS

WHEREAS, the Utilities Department is in need of replacing the currently used Atomic Absorption Spectrophotometer which was obtained in 2006 and is difficult to get the necessary parts to keep it operational; and

WHEREAS, the City is utilizing the University of Florida Memorandum of Understanding with PerkinElmer to Specialty Lab Supplies for an Atomic Absorption Spectrophotometer in the amount of $65,120.72; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

Section 1. The foregoing recitals are true and correct and are hereby incorporated in this Contract.

Section 2. The City and PerkinElmer agree that PerkinElmer shall provide an Atomic Absorption Spectrophtometer in the amount of $65,120.72 based on the University of Florida Memorandum of Understanding with PerkinElmer Health Sciences, Inc, a copy of which is attached hereto as Exhibit "A", except as hereinafter provided:

A. All references to University of Florida shall be deemed as references to the City of Boynton Beach.

B. All Notices to the City shall be sent to:

City: Lori LaVerriere, City Manager
City of Boynton Beach
100 East Boynton Beach Boulevard
Boynton Beach, Florida 33435
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

Copy : James A. Cherof, City Attorney
Goren, Cherof, Doody & Ezrol, PA.
3099 East Commercial Boulevard, Suite 200

Fort Lauderdale, FL 33308
Telephone: (954) 771-4500
Facsimile: (954) 771-4923

C. The venue of any action taken to enforce this Contract shall be in Palm Beach County, Florida and this Contract shall be interpreted under the laws of the State of Florida.

Section 3. In the event that the University of Florida Memorandum of Understanding is amended, or terminated, PerkinElmer shall notify the City within ten (10) days. In the event the University of Florida Memorandum of Understanding is amended or terminated prior to its expiration, this Contract shall remain in full force and effect, and not be deemed amended or terminated, until specifically amended or terminated by the parties hereto.

Section 4. PerkinElmer agrees that in the event it enters into a Memorandum of Understanding for the same (or substantially similar) scope of services with another local government in Florida which contains a term or condition, including fees, charges or costs, which the City determines to be more favorable than the terms in this Memorandum of Understanding, the parties shall enter into an Addendum to provide those terms to the City.

Section 5. The insurance required shall require that the Certificate of Insurance name the City of Boynton Beach as an additional insured.

Section 6. In all other aspects, the terms and conditions of the University of Florida, Memorandum of Understanding are hereby ratified and shall remain in full force and effect under this Memorandum of Understanding, as provided by their terms.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY OF BOYNTON BEACH, FLORIDA

ATTEST:

By:_____
Lori LaVerriere, City Manager

_____
Judith A. Pyle, CMC, City Clerk

APPROVED AS TO FORM:

_____
James A. Cherof, City Attorney

PERKINELMER HEALTH SCIENCES, INC .

WITNESSES:

_____ BY:_____
Print Name: _____

_____ Title: _____

ATTEST:

_____
CORPORATE SECRETARY

EXHIBIT A

MEMORANDUM OF UNDERSTANDING BETWEEN UNIVERSITY OF FLORIDA AND PERKINELMER

Quotation

PerkinElmer Health Sciences Inc.
710 Bridgeport Avenue
Shelton, CT 06484-4794

Phone: 1-800-762-4000
Fax: 203-944-4901

To: ILYSE TRIESTMAN
CITY OF BOYNTON BEACH
100 BOYNTON BEACH BLVD
BOYNTON BEACH FL 33425

Quotation No.: 21413653
Quotation Valid To: 03/10/2018
Quotation Date: 01/18/2018
Payment Terms: Due Upon Receipt
Freight Terms: FOB Factory - Freight Quoted
Ultimate Destination: UNITED STATES OF AMERICA

Telephone No.: (561) 742-6964
Fax No.: (561) 731-0065
Your Reference:

ITEM	MATERIAL	DESCRIPTION	QTY/EA	UNIT PRICE	TOTAL
1	N3200080	PinAAcle 900T THGA/Flame Stainless Cool This configuration includes a PinAAcle 900T with a stainless steel nebulizer and a furnace cooling system. A monitor, mouse, keyboard, computer and Syngistix for AA Software package are required and must be purchased separately. The PinAAcle 900T is designed for optimized, cost-effective, automatic flame and graphite furnace atomic absorption analyses. Standard features include complete system control from a single keyboard, a stacked design with the flame atomizer above and the graphite furnace below at its respective pre-aligned optimized position. The instrument also features automated flame gas flow optimization and control with deuterium background corrector for flame, an integrated transversely heated graphite atomizer (THGA) furnace with Zeeman background corrector, an AS 900 furnace autosampler and an 8-position lamp holder. The lamp holder features automatic lamp selection and alignment and also has built-in power supplies for hollow cathode lamps (HCL) and electrodeless discharge lamps (EDL). The PinAAcle 900T is also directly compatible with the optional Flow Injection mercury/hydride system and flame autosamplers. The PinAAcle 900T includes a high light throughput, true 'real-time' double-beam optical system with protective coatings for improved UV reflectivity and corrosion resistance are used throughout. The optical system features fiber optic cables, a solid state detector and is fully enclosed with covers for protection from dust and corrosive atmospheres.	1	64,500.00	

SEND PURCHASE ORDERS TO:

PerkinElmer Health Sciences, Inc.
710 Bridgeport Ave.
Shelton, CT 06484-4794
Phone: 1-800-762-4000
Fax: 203-944-4901
Email: USInstrumentOrders@perkinelmer.com

SALES REPRESENTATIVE: RAYMOND THOMPSON
PREPARED BY: Craig Cornut

ACCEPTANCE OF THIS QUOTATION IS LIMITED TO THE ATTACHED TERMS AND CONDITIONS OF SALE

TERMS SUBJECT TO CREDIT APPROVAL

Z02

PerkinElmer®
For the Better

Quotation

PerkinElmer Health Sciences Inc.
710 Bridgeport Avenue
Shelton, CT 06484-4794

Phone: 1-800-762-4000
Fax: 203-944-4901

Quotation No.: 21413653
Quotation Valid To: 03/10/2018
Quotation Date: 01/18/2018

To: ILYSE TRIESTMAN
CITY OF BOYNTON BEACH

ITEM	MATERIAL	DESCRIPTION	QTY/EA	UNIT PRICE	TOTAL

The instrument also features a quick-change burner assembly module that requires no gas line connections. Interchanging of this sample introduction module is easy and fast. The module includes a PerkinElmer standard 10cm all-solid titanium burner head, the burner chamber and a PerkinElmer high sensitivity corrosion-resistant nebulizer (HSN) with its accompanying end-cap.

The 900T has a built-in and fully computer controlled THGA furnace. The graphite tube is transversely heated providing a uniform temperature profile over the entire tube. An external protective gas stream around the graphite tube prevents the entrance of outside air to maximize tube life. An internal purge gas goes through the graphite tube to remove the volatilized matrix vapors during drying and thermal pretreatment. The pneumatic opening and closing of the furnace simplifies tube changes.

The furnace also features a Zeeman-effect Background Correction. A 0.8 Tesla magnetic field oriented longitudinal to the optical path and modulated with a computer controlled waveform is applied to the atomic vapor in the graphite tube.

Furnace Autosampler: Standard with the main instrument is installed in front of the furnace unit. Removable sample tray with 88 and 148 sampling positions for sample and reference solutions and 1 overflow container for pipet washing. Minimum sample requirement is about 0.1 mL. Dispensable sample and reagent volume is 1-99 µL, selectable in increments of 1 µL. Flushing volume 1.3 mL, fixed. The autosampler is powered from the spectrometer and is software-controlled.

Features and Benefits:
- Automated burner assembly position optimization
- Flame gas flows optimization through the Syngistix for AA Software
- 8-position lamp holder with built-in power supplies for hollow cathode and electrode less discharge lamps
- Automatic Lamp Selection and alignment
- Fully enclosed optical system with fiber optic cables and a solid state detector
- Built-in fully computer controlled Transversely Heated Graphite Atomizer (THGA) furnace
- Zeeman-effect Background Correction for furnace
- Deuterium Background Correction for flame
- Software controlled AS 900 furnace autosampler

Quotation

PerkinElmer Health Sciences Inc.
710 Bridgeport Avenue
Shelton, CT 06484-4794

Phone: 1-800-762-4000
Fax: 203-944-4901

Quotation No.: 21413653
Quotation Valid To: 03/10/2018
Quotation Date: 01/18/2018

To: ILYSE TRIESTMAN
CITY OF BOYNTON BEACH

ITEM	MATERIAL	DESCRIPTION	QTY/EA	UNIT PRICE	TOTAL
		Power Requirements: 207-253V 47-63Hz, single phase Power Cords included: Integrated power cord with NEMA plug Dimensions: Width 95 cm, Depth 68 cm, Height 64 cm Product Weight: 141 Kg Warranty: Includes PerkinElmer 1 Year Warranty Installation: Required and included Requires but not included: A computer, monitor, mouse, keyboard and a Syngistix for AA software package			
		Sales Discount:		-16,125.00	
				48,375.00	48,375.00
2	N1010307	Dell Windows 10 AA System Controller	1	3,275.00	
		Sales Discount:		-655.00	
				2,620.00	2,620.00
3	09421085	PRINTER LASER B/W BROTHER HL-5000D 120V	1	491.00	491.00
4	09421130	USB 2 Cable 480MBPS A/B Plug 10 FT	1	46.00	46.00
5	N2020005	PerkinElmer S10 Autosampler for AA The S10 Autosampler is a free standing computer-controlled autosampler for use with the PinAAcle family of AA systems and flow Injection atomic absorption spectrometry with the FIAS-100/400 or FIMS-100/400. The autosampler automates standard and sample introduction for instrument calibration and sample analysis, extending the spectrometer's capabilities to those of a fully automated analytical workstation. An advanced drive system with high-precision motors moves the sampling arm of the S10 in the X and Y coordinates simultaneously, minimizing changeover time between samples. Random-access programming gives the user exceptional flexibility in the placement of samples and reference solutions. The S10 autosampler has a built-in peristaltic pump for continuous rinsing of the sampling capillary between samples to significantly reduce the risk of carryover. The sample probe, including the sample transport capillary tubing, is acid- and solvent-resistant for long-term operation. Sample trays are easily interchangeable with optional trays providing 144, 98, or 36 sample positions; eight positions for standards; and one position for a 250-mL wash vessel. The S10 includes one 98-position tray, FEP sample probes, capillary	1	9,400.00	

Quotation

PerkinElmer Health Sciences Inc.
710 Bridgeport Avenue
Shelton, CT 06484-4794

Phone: 1-800-762-4000
Fax: 203-944-4901

Quotation No.: 21413653
Quotation Valid To: 03/10/2018
Quotation Date: 01/18/2018

To: ILYSE TRIESTMAN
CITY OF BOYNTON BEACH

ITEM	MATERIAL	DESCRIPTION	QTY/EA	UNIT PRICE	TOTAL
		tubing, 50 sample vessels (15-mL each), and a 250-mL wash vessel. The S10 provides programmable random access sampling when used with computer-controlled systems. Features and Benefits: - Large, flexible sampling capacity - Fast, accurate random access - Corrosion-resistant sampling components - Automatic rinsing - Flow through rinse station to minimize sample-to-sample contamination Power Requirements: Autosampler: External Power Supply (included), Input power: 100-240V +/- 10%, 50-60Hz Power Cords included: USA, European, UK, Australia, Japan power cord Dimensions: Width 460 mm, Depth 378 mm, Height 530 mm Product Weight: 8 Kg Warranty: Includes PerkinElmer 1 Year Warranty Sales Discount:		-1,880.00	
				7,520.00	7,520.00
6	N2020045	HOOD ASSY-S10 DUST PROTECTION	1	1,322.00	
		Sales Discount:		-264.40	
				1,057.60	1,057.60
7	N3050121	Lumina Hollow Cathode 2" Lamp - Cu	1	430.00	
		Sales Discount:		-86.00	
				344.00	344.00
8	N3050126	Lumina Hollow Cathode 2" Lamp - Fe	1	430.00	
		Sales Discount:		-86.00	
				344.00	344.00
9	N3050148	Lumina Hollow Cathode 2" Lamp - Na	1	507.00	
		Sales Discount:		-101.40	
				405.60	405.60
10	N3050157	Lumina Hollow Cathode 2" Lamp - Pb	1	621.00	
		Sales Discount:		-124.20	
				496.80	496.80
11	N3050605	Electrodeless Discharge Lamp Sys. 2 - As	1	652.00	
		Sales Discount:		-130.40	

PerkinElmer®
For the Better

Quotation

PerkinElmer Health Sciences Inc.
710 Bridgeport Avenue
Shelton, CT 06484-4794

Phone: 1-800-762-4000
Fax: 203-944-4901

Quotation No.: 21413653
Quotation Valid To: 03/10/2018
Quotation Date: 01/18/2018

To: ILYSE TRIESTMAN
CITY OF BOYNTON BEACH

ITEM	MATERIAL	DESCRIPTION	QTY/EA	UNIT PRICE	TOTAL
				521.60	521.60
12	03030997	EDL Sys. 2 Short Cable Driver Assembly	1	1,019.00	
		Sales Discount:		-203.80	
				815.20	815.20
13	N0200017	Graphite Furnace AA Training	1	2,050.00	
		3 day course conducted at a PerkinElmer Technical Center.			
		New Inst Train Disc:		-2,050.00	
				0.00	0.00
14	REGDELAA	Regular Delivery	1	2,083.92	2,083.92

Total Net Price in USD: 65,120.72

For your convenience, most orders placed with PerkinElmer can be easily tracked using our Self Service Portal located at http://selfservice.perkinelmer.com/. Simply enter your sales order number (provided with your order confirmation information) in combination with your purchase order number or postal code, and discover the current status of your shipment!

Did you know that you can order selected products online at www.perkinelmer.com/shop?

The following quotation is provided in accordance with the University of Florida "Speciality Lab Suppliers" agreement, Effective date until May 4, 2022 with two (2) one (1) year mutually agreed upon options to extend.

The amount displayed does not include tax charges. These charges will be added to the invoice if applicable.
*
Includes installation and one year warranty (parts, labor and travel).
*
Please include our quotation number on your Purchase Order for reference.
*
Terms subject to credit approval.

PerkinElmer®
For the Better

Quotation

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To: ILYSE TRIESTMAN
CITY OF BOYNTON BEACH

ITEM	MATERIAL	DESCRIPTION	QTY/EA	UNIT PRICE	TOTAL

_____ _____
RAYMOND THOMPSON

PURCHASING SERVICES

Invitation to Negotiate for

Specialty Laboratory Supplies

Please mark all proposal submission envelopes with the following information:

ITN15NH-115 – Specialty Laboratory Supplies
Opening: May 28, 2015 at 4:00 PM

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1.0 STATEMENT AND SCOPE OF WORK

1.1 Summary

The University of Florida is soliciting vendors to provide proposals for Specialty Laboratory Supplies. This includes life science and chemical products, consumable supplies, small laboratory equipment, laboratory instruments and other laboratory supplies including medical/surgical research supplies. The University expects to maintain the current general supply structure, as described in section 1.2, including a single primary supplier and numerous specialty secondary suppliers. This ITN describes the current state of the laboratory supplies on campus. The University expects that any response to this ITN will, at a minimum, provide the same level of support but will readily consider recommendations to improve service levels through the addition of on-site resources, as well as process improvements. This solicitation is concerned with the **specialty laboratory suppliers only**. However, the University reserves the right to award in any manner, based on vendor responses and subsequent negotiations, which produces the best value for the University. University will establish, with the successful vendor or vendors, a multi-year agreement. The University expects that the selected vendors will make the contract available to the State of Florida University System however there may be a requirement for separate negotiations to determine the terms of any subsequent agreements.

1.1.1 Primary Goals

The primary goals of the University of Florida for this ITN are:

a. Identify and select multiple specialist companies that demonstrate the best value proposition to the University in both service delivery and price
b. Establish a long term partnership to ensure stable delivery of product / service and supplier's commitment to continuous improvement
c. Outline expectations related to ongoing relationship management including, but not limited to, utilization reporting, cost / margin visibility, and quantification of value from added services
d. Continue to make the latest technologies and services available at competitive service levels and price points
e. Provide the University with demonstrated commitment to partnership that reflects consideration of total University spend, public contract exposure and use across the State of Florida, and the ongoing desire to demonstrate delivery of value
f. Provide an easy to use method for order placement, invoicing and payment whilst maintaining a fully compliant environment for financial analysis purposes.

1.2 Current State

The University of Florida has one primary lab supplier who provides all general lab supplies and some specialty products, and multiple specialty suppliers that provide unique products for research applications. Fisher Scientific has recently been awarded a 5 year contract as the prime supplier for lab supplies at UF.

The University uses a SciQuest eProcurement environment branded myUF Market for order placement and Corcentric (Cor360) branded myPayment Solutions for electronic invoicing. Currently the majority of the orders are placed through myUF Market where either a level 2 punch out, hosted catalog, or customized order forms are used. Some orders contain p-card information included for billing and orders are transmitted via cxml.

UF currently has a C contract directly with Corning Products. Labware manufactured by Corning is currently distributed through the UF prime supplier.

The University currently holds business reviews with the vendors to review the current business landscape and address any issues that arise. At a minimum the University requires the following metrics to be provided:

- Year over year spend by commodity
- Average order size
- Incentive tracking
- Category utilization/trends
- Order entry methods
- Payment methods
- Savings
- Error tracking (shipping and delivery error details)
- Shipment / Lead time
- Payment timing
- Storeroom activity analysis

1.2.1 Storeroom

Some vendors utilize a stock / freezer program as an on-site supply option. The integration of this supply option with the Universities e-procurement platform is strongly encouraged. The current prime supplier (Fisher Scientific) has offered UF the choice of three levels regarding the 3P stock management program of specialist suppliers owned inventory on campus. We strongly support the idea of integration of the stock/freezer program with our prime stockroom. We feel that this will augment current traffic, to the benefit of both the specialty and prime suppliers. Although there is a fee for this managed stock option that is completely external to UF and is managed directly with Fisher Scientific. The choice of level of support should be indicated in the response document, under tab 5 .These options are:

Level 1:

FISHER SUPPORT	3P VENDOR SUPPORT
Unlock door to freezer room	Collect sign out sheets
Lock door to freezer room	Process replenishment orders
	Invoice UF
	Restock freezer once replenishment stock arrives

Level 2:

FISHER SUPPORT	3P VENDOR SUPPORT
Unlock door to freezer room	Process replenishment orders
Collect sign out sheets and fax to 3P vendor	Invoice UF
Contact 3P vendor with questions from customers	
Restock freezer once replenishments stock arrives	
Lock door to freezer room	

***** Minimal fee per month for this service. Invoiced directly between Fisher and the 3P vendor**

Level 3:

FISHER SUPPORT	3P VENDOR SUPPORT
Unlock door to freezer room	Process replenishment orders
Manage inventory as Vendor/customer owned • Min/max reorder points managed • Usage reports provided to vendor (weekly/monthly/quarterly) • Replenishment report sent via email/fax • Can be configured so that the UF customer can use their same Fisher Storeroom Card for identification purposes. Customer info used to provide usage reports to 3P vendor	Invoice UF

• Items entered into our RIMS system with a $1 cost/price, customer provided a receipt for the items they remove to be used for reconciliation purposes. Receipt would reflect item number and quantity at a cost of $1. This is to protect pricing information from the vendor.	
Restock freezer once replenishments stock arrives	
Lock door to freezer room	

***** Minimal fee per month for this service. Invoiced directly between Fisher and the 3P vendor**

1.2.2 Back order tracking

UF requires that the ordering department is notified electronically within 8 business hours if any item is on backorder. The University does not allow back-orders on any orders placed on p-card. Backorders are only charged/invoiced when shipped. The packing list states which item is backordered. If the order is coming from multiple warehouses or the shipment is split in transit the vendor has the following options;

- Each packing list of a split order states the order has been split and references a number common to both packing lists; or
- Each shipment is charged separately so each charge equals the packing list of the shipment – however no additional packing, shipping or handling charges can ever be charged due to the splitting shipment of an order.

1.2.3 Restocking policy

There is currently no restocking fee applied, and it is expected that this policy will remain in the future contract.

1.2.4 Inbound Freight

The University is going to utilize an Inbound Freight Program from Vantage Point Logistics, using FedEx. We anticipate that all suppliers that are not providing freight free of charge will migrate to using this program.

1.3 Value Questions and Price Response

While the ITN outlines key expectations around scope, service, and contracting (including the University's standard contract language), this section is focused on clarifying the prospective supplier's value proposition and approach towards delivery of that value. This value will be proposed and discussed in the negotiation stages of this process. Further information on the specific detail required for this negotiation is shown in Section 2.5 of this document. The responses will be reviewed and serve as the main focal point in subsequent negotiations once the top supplier partnership targets are identified.

In CY2013 the University of Florida spent over $8 Million on Specialty Laboratory Supplies in addition to the more than $13 Million from the Prime Lab Supplier. Main categories of spend were consumables (glassware, plasticware, personal protective equipment), biologicals, chemicals, equipment (large and small), safety, instruments and apparatus, testing and diagnostics, and furniture and casework.

1.4 Term of Agreement

This agreement will be for an initial five (5) years, with an option to renew based on satisfactory performance and written approval of both parties for up to two (2) additional one (1) year periods.

1.5 Coverage and Participation

The intended coverage of this ITN and any Agreement resulting from this solicitation shall be for the use of all Colleges and Departments at the University of Florida. With the consent and agreement of the Successful Vendor, the other Florida state universities, community colleges, district school boards, other educational institutions, and other governmental agencies, may assess and access an Agreement resulting from this solicitation issued and administered by the University of Florida.

The University reserves the right to add and/or delete elements of this solicitation, or to change any element of the coverage and participation of this solicitation at any time without prior notification and without any liability of any kind or amount.

1.6 University Demographics

With the support of Florida lawmakers and the UF Trustees, UF has launched UF Rising – a five-year initiative to elevate the university among the nation's top public universities. The state and UF will devote a combined $150 million to hiring as many as 100 new faculty members, including both midcareer and eminent professors. The UF Foundation is supporting the plan with an $800 million campaign to add more than 100 new endowed professorships, and upgrade and add facilities – prominently including a new chemistry building for UF's world-class chemistry department.

The University of Florida is a major public land-grant research university. The state's oldest, largest, and most comprehensive university, the University of Florida is among the nation's most academically diverse public universities. The University has a long history of established programs in international education, research, and service. It is one of only 17 public land-grant universities nationwide and the only university in Florida belonging to the Association of American Universities. With more than 50,000 students, the University of Florida is now one of the five largest universities in the nation.

The University of Florida has a 2,000-acre campus and more than 900 buildings (including 170 with classrooms and laboratories). The northeast corner of campus is listed as a historic district on the National Register of Historic Places.

The University's extensive capital improvement program has resulted in facilities ideal for 21st century research including the McKnight Brain Institute, the Health Professions, Nursing and Pharmacy Building, the Cancer and Genetics Research Complex, and the Proton Therapy Institute in Jacksonville. Overall, the university's current facilities have a book value of more than $1 billion and a replacement value of $2 billion.

For any additional information about the University of Florida, please visit the University's web page at: www.ufl.edu.

1.7 State of Florida, State University and Community College Systems

We would like the specialty suppliers to consider the possibility of allowing the State of Florida and other State Universities to adopt the University of Florida negotiated agreement. This could require further negotiation by each adopting entity. Currently the University of Florida laboratory supply contract is utilized by

- Florida State University
- Florida Atlantic University
- Florida International University
- University of Central Florida
- University of West Florida
- Moffitt Cancer Center at the University of South Florida

- University of South Florida
- Max Planck
- Florida Gulf Coast University
- State of Florida
- Other governmental and educational institutions

2.0 EVALUATION PROCESS AND METHOD OF AWARD

2.1 Method of Award

The evaluation of each response to this ITN will be based on its overall competence, compliance, format, and organization. The Award shall be made to the responsive and responsible vendor(s) whose proposal is determined to be the most advantageous to the University of Florida, taking into consideration the following evaluation criteria listed below. Pricing may be a criterion. However, the University is under no obligation whatsoever to select as most responsive the proposal that demonstrates the lowest pricing.

The contract will consist of the University's ITN, the proposal with any and all revisions, award letter, purchase order, and the signed agreement between the parties, as stated in that agreement.

Vendors whose proposals are not accepted will be notified after a final selection has been made by public posting of the selected proposer(s). This public posting functions as the rejection of all other proposals. This posting will be made to http://www.purchasing.ufl.edu/vendors/schedule.asp.

Evaluation Criteria

Vendor proposals will be evaluated based upon how well each Vendor's plans meet the University's needs. Responses should be as detailed in section 4.1.1. Specific consideration will be given to the following responses in no particular order or weighting:

- Ability to provide a specialized range of products needed to support a Research 1 University with best value pricing (response tab 4)
- Value Beyond Pricing including vendor's proposed use of creative programs to improve the quality of research conducted by the University and ability to support assist UF faculty (response tab 4)
- Service Levels Agreements including staffing, storeroom/freezer programs, electronic business integrations, delivery, accuracy and all other aspects of the proposal that describes plans to meet and then exceed current levels of service to the University (response tabs 3,4,5)
- Financial Offering and flexibility to include creative pricing, incentives for early payments, scholarship and internship opportunities, etc. (response tab 9)
- Customer References from customers similar in size and scope (response tab 2)
- Agreement to the Universities terms and conditions, adoption and promotion of the MyUF Market e-procurement tool (with the possibility of suppressing selected portions of any enabled catalog or punchout site), and cooperation with the prime supplier (response tab 3).

2.2 Selection, Negotiation, Additional Information

Although the University reserves the right to negotiate with any vendor or vendors to arrive at its final decision and/or to request additional information or clarification on any matter included in the proposal, it also reserves the right to select the most responsive vendor or vendors without further discussion, negotiation, or prior notice. The University may presume that *any proposal is a best-and-final offer.*

The University also reserves the right to award to the next highest evaluated, responsive and responsible bidder for any and all groups, subgroups, or items in the event of vendor default, non-

performance, non-compliance or similar issues affecting the University's ability to obtain services at any time throughout the contract period.

2.3 Pre-Award Presentations

The University reserves the right to require a presentation from any and all vendors, in which they may be asked to provide or they may provide information in addition to that provided in their proposals.

2.4 Pre-Award Negotiations

The University reserves the right to negotiate prior to award with vendors for purpose of addressing the matters set forth in the following list, which may not be exhaustive.

- Resolving minor difference and typographical errors
- Agreeing to Terms and Conditions
- Clarifying necessary details and responsibilities
- Emphasizing important issues and points
- Receiving assurances from vendors
- Obtaining the lowest and best pricing and/or revenue agreement

2.5 Pricing negotiations

Following issuance of this ITN and review of all vendor responses, qualifying suppliers will be invited to share pricing proposals which the University will evaluate. Pricing strategies will focus on the following:

- **Discounts by Product Grouping/Vendor internal categorization**: What discounts are offered off Manufacturer MSRP for each CDC or equivalent category code represented?
- **Top Items:** How will you assign deeper discounts to core products, and what values can you offer?
- **Pricing strategy for single points of entry:** What is the alternate pricing schedule for single point of entry facilities?
- **Discounts by Manufacturer**: What discounts are offered off Manufacturer MSRP for each Manufacturer represented?

A spend profile (by category or manufacturer) with detail behind our transactional utilization will be provided to supplement the next stage in the process.

In subsequent discussions, the University will require qualified participants to share their current price list for each product.

2.5.1 Structure of Response

Vendor is allowed flexibility in the response structure in order to provide a response that produces the best value for the University. Vendors may respond with products grouped into categories and subcategories of their choice, including, but not limited to grouping by:

- Manufacturer
- Product Grouping/Vendor internal categorization
- Generally accepted industry wide categories (for example UNSPSC)
- Any other grouping Vendor chooses with translation table provided

Each category must have only one discount off list for all products within that category. In addition, vendor must provide a brief description of the logic used to produce the

selected categories. Vendor must provide complete product listing for all products it wishes to bid on within each category, including:

- Vendor product number
- Product description
- Unit of measure(s)
- List price
- Net price

For any products that are not manufactured by the vendor, the manufacturer and manufacturers' product number should be provided.

2.5.2 Price List

Vendors must provide an electronic list price, after the contract has been awarded (with expiration date) for each product based on their current publicly available price list. Electronic catalogs of contract and list price will be provided so as to keep the University current.

List prices shall be held firm for a period of 12 months after the execution of a finalized agreement (See section 6.35 Price Adjustment). The successful vendor will only be allowed to increase prices once a year, on the subsequent contract anniversary date or mutually convenient date. Any increase in list price will only be effective after documented acceptance by the University and the request shall be supported by written evidence of increased costs to the Successful Vendor. The University will not approve unsupported price increases that will merely increase the gross profitability of the Successful Vendor at the expense of the University. Price change requests shall be a factor in the Agreement extension review process.

Price escalation/de-escalation will be mutually agreed upon in a final agreement. Vendor will submit requests for price adjustments in writing to University for review in good faith and in advance of any adjustment implementation. Requests will include information demonstrating the estimated effect to UF of the price adjustment, in both dollar amount and percentage of total spend based on the prior contract period. All requests for acceptance of revised price lists must be substantiated by written evidence that they are the result of general industry-wide changes. Adjustments that depend in any part on an index such as the Producer Price index shall also include those relevant calculations. In addition, if such an index were to decrease prices should be reduced accordingly. Any price increase shall not exceed a mutually decided upon published price index.

2.5.3 Discounts

Vendor shall provide a single discount for each product category or sub-category as determined by the vendor. That minimum discount level will apply for the duration of the contract. In the event of a new product category being introduced containing no previously existing products, the vendor shall notify the University purchasing department prior to the sale of any product in that new category. The new category will receive a discount level that has been mutually agreed upon between the vendor and the University purchasing department.

2.5.4 New Product Introductions

Vendor will notify University Purchasing department monthly of new product introductions. As new products are introduced, products will be sold at list price, minus the discount for the product category the new product is placed in.

2.6 Vendor Protest Procedure; Notice of Proposal Protest Bonding Requirement

Any vendor protest to a University decision or intended decision with regard to this ITN is subject to Florida Board of Governors' (BOG) Regulations 18.002 and 18.003. Any vendor who files an action protesting a decision or intended decision shall post at the time of the filing the formal written protest, a bond, payable to the University of Florida, in an amount equal to the lessor of 10% of the estimated value of the protestor's proposal or 10% of the University's estimated expenditure during the contract term:, or $10,000. The bond shall be conditioned upon the payment of all costs which may be adjudged against the vendor. In lieu of a bond, the University will accept a cashier's check or money order in the amount of the bond.

2.7 Contractual Intent/Right to Terminate and Recommence ITN Process

The University intends to contract with one or more vendors whose proposal(s) are considered to be in the best interests of the University. However, the University may terminate this ITN process at any time up to notice of award, without prior notice, and without liability of any kind or amount. Further, the University reserves the right to commence one or more subsequent ITN processes seeking the same or similar products or services covered hereunder. In the event of cancellation or termination, the University reserves the right to award the contract to another Offeror, cancel in its entirety, or to request new proposals, whichever is in the best interest of University of Florida.

2.8 Effective Period of Proposals

Under this ITN, the University shall hold that vendors' responses to this ITN shall remain in effect for a period of ninety (90) days following the closing date, in order to allow time for evaluation, approval, and award of the contract. Any vendor who does not agree to this condition shall specifically communicate in its proposal such disagreement to the University, along with any proposed alternatives. This University may accept or reject such proposed alternatives without further notification or explanation.

2.9 Proposal Acceptance/Rejection

The University reserves the right to reject any or all proposals. Such rejection may be without prior notice and shall be without any liability of any kind or amount to the University. The University shall not accept any proposal that the University deems not to be in its best interests. The University shall reject proposals submitted after the closing date and time.

2.10 Errors and Omissions in Vendors Proposals

The University may accept or reject any vendor's proposal, in part or in its entirety, if such proposal contains errors, omissions, or other problematic information. The University may decide upon the materiality of such errors, omissions, or other problematic information.

2.11 Determination of and Information Concerning Vendor's Qualifications

The University reserves the right to determine whether a vendor has the ability, capacity, and resources necessary to perform in full any contract resulting from this ITN. The University may request from vendors information it deems necessary to evaluate such vendors' qualifications and capacities to deliver the products and/or services sought hereunder. The University may reject any vendor's proposal for which such information is requested but which the vendor does not provide. Such information may include but is not limited to:

- Financial resources
- Personnel resources
- Physical resources

- Internal financial, operating, quality assurance, and other similar controls and policies
- Resumes of key executives, officers, and other personnel pertinent to the requirements of the ITN
- Customer references
- Disclosures of complaints or pending actions, legal or otherwise, against the vendor
- The University reserves the right to check references with current customers as provided by the vendor and with any customers the University identifies

2.12 Apparently Conflicting Information Obtained by Vendor

The University is under no obligation whatsoever to honor or observe any information that may apparently conflict with any provision herein, regardless of whether such information is obtained from any office, agent, or employee of the University. Such information shall not affect the vendor's risks or obligations under a contract resulting from this ITN.

2.13 Rejection of Vendor Counter-offers, Stipulations and Other Exceptions

Any vendor exception, stipulation, counter-offer, requirement, and/or other alternative term or condition shall be considered rejected unless specifically accepted in writing by the University and thereafter incorporated into any contract resulting from this ITN.

2.14 Vendor's Need to Use Proprietary Rights of the University

All information proprietary to the University and disclosed by the University to any vendor shall be held in confidence by the vendor and shall be used only for purposes of the vendor's performance under any contract resulting from this ITN.

2.15 Public Record

On the earlier of (i) the time University provides notice of a decision or intended decision, or (ii) 30 days after the final competitive sealed proposals are all opened, whichever occurs earlier, vendor proposals maybe disclosed as public record.

3.0 SCHEDULE OF EVENTS

The following is the tentative schedule that will apply to this ITN, but may change in accordance with the University's needs.

04/24/2015	Issuance of ITN
05/08/2015 – 1:30 PM ET	Non-mandatory pre-bid meeting
05/12/2015 – 5:00 PM ET	Technical Questions/Inquiries Due
05/28/2015 – 4:00 PM ET	ITN Closes/Opening of Proposals
06/08/2015	Vendor Negotiations begin

3.1 Pre-Proposal Conference

A Non-mandatory pre-proposal conference will be held for vendors who intend to respond to this ITN.

Date & Time: **05/08/2015 1:30PM ET**
University of Florida
Road Name: 971 Elmore Drive
Building: Elmore Hall
Room: 101

The purpose of the conference is to provide for questions and answers regarding terms, conditions, or specifications of the ITN. Answers to any questions that might arise will be in the form of Addenda

to the Invitation to Negotiate prior to the proposal opening. All such revisions must be acknowledged by signature and returned with the proposal.

The Purchasing Coordinator may choose to call for additional pre-proposal conference(s) if, in the sole judgment of the Purchasing Coordinator, there is a need for such conference(s) in order to promote competition.

A dial in option will be available to vendors that have requested attendance this option in advance. There will be a limit of one phone-line per company. In order to request this attendance option please contact jwilkins@ufl.edu before 5pm on 05/01/2015.

3.2 Pre-Proposal Site Visit

N/A

3.3 Special Accommodations

If special accommodations are needed in order to attend any proposal meetings, contact Jerrica Wilkins or email at jwilkins@ufl.edu three (3) business days prior to pre-proposal meeting or proposal opening.

4.0 PROPOSAL RESPONSE AND PREPARATION INSTRUCTIONS

Proposals must be delivered sealed to:
University of Florida
Purchasing Services
971 Elmore Drive
Gainesville, FL 32611-5250
on or prior to **05/28/2015 4:00 PM**.
ITN15NH-115

The above address is a valid campus address for any courier service. Submissions by fax and e-mail will not be accepted.

It is the vendor's responsibility to assure that the proposal is delivered at the proper time and place of the proposal opening. Proposals which for any reason are not so delivered will not be considered. The University shall not accept proposals received by facsimile or email. The University shall, at the specified closing date and time, open all proposals that are otherwise in order. The University will allow interested parties to attend such opening for purposes of identifying which vendors have responded. The University will make no immediate decision at such time, and there will be no disclosure of any information contained in any proposal until the earlier of (i) the time University provides notice of a decision or intended decision, or (ii) 30 days after the final competitive sealed proposals are all opened, whichever occurs earlier, vendor proposals become public record. When multiple solicitations have been scheduled to open at the same date and time, the University will open solicitations that have interested individuals present in sequential order by solicitation number. The University will hold unopened any proposals received after the closing date and time, and will not consider such proposals. The University reserves the right to retain or dispose of such proposals at its discretion; however, the University may return such proposals to their related vendors, but only at such vendor's request and at no cost or expense whatsoever to the University.

If only one proposal is received, Purchasing may delay the opening in order to determine why other vendors did not respond and to encourage other vendors to respond.

4.1 Proposal Format Organization

Original proposal and all hard copies must be on 8-½ x11 text weight paper, double-sided, using binding tabs that will facilitate the distribution and evaluation of the proposals. Proposals should

be printed when possible on paper containing a high level of post-consumer recycle content. Proposals should conform to the tabbed format below as well as the requirements of sections 4.1.2, 4.1.3 and 4.1.4.

4.1.1 Response Format

- Submit one (1) original and five (5) hard copies of the initial response. In addition, provide 1 (one) copy on PC compatible media (CD/DVD or USB flash drive), preferably in Word® and/or Excel®. The original response must contain the original manual signature of the authorized person signing the proposal, and the electronic copy of the proposal
- The outer carton of the response must display clearly and conspicuously the following identifying information, The ITN number, name and due date and is sealed; Submit one (1) original and five (5) copies of the vendor's proposal in hard copy form.
- The response must include the information and required submittals described, tabbed and numbered as shown below, with all information appearing in the Tab in which it was requested.
- Questions and requests for information may not be rearranged, regrouped, or divided in any way.
- All information and required submittals requested MUST BE in hardcopy and included in your written response.

Failure to adhere to this condition may cause your response to be rejected without further evaluation.

- Information submitted that is not requested by the University may be considered to be supplemental, not necessarily subject to evaluation by the committee members.
- If there is any information or required submittals which due to size or binding cannot be incorporated following the proper tab, the vendor must provide information following the numbered tab, telling the evaluator where the information can be found in the response.
- **Tabular / Paginated Format (reference Evaluation Criteria, Section 2.1)**
  - **Tab 1:** Contact names(s) and title(s) of the individuals responsible for the vendor's proposal and those authorized to negotiate on the vendor's behalf during this ITN process. Please include the Organization Chart showing all personnel that will be involved in the support of the University through the CEO of the company. Provide a list of the names and professional qualifications of proposed team members who will be assigned to the university. Include their experience with similar relationships. Vendor should describe the knowledge levels of the technical/product specialists that will be supporting UF and the anticipated frequency of their on-site visits.
  - **Tab 2:** Provide a listing of all the customers with a scope similar to the services described in this ITN, both current and past customers, with an emphasis on those institutes of higher education. This list must include current, accurate contact information, including name, address, telephone number and e-mail address of the contract administrator.
  - **Tab 3:** Vendor should show their ability to work within the SciQuest purchasing and Corcentric payables environments and document their specific experience in integrating with those environments. Vendor should describe all methods of order placement, and describe how they would promote the ordering process through MyUFMarket as opposed to any other ordering mechanism. In addition, any creative ideas for the organization/placement of vendor tiles in MyUF Market, or any incentives for placement should be included (see section 1.2).
  - **Tab 4**: Describe the process of producing "best value" or "value beyond price" for UF and its users, through creative marketing, campus enrichment programs, student development programs etc. Include how vendor's use of creative programs to improve the quality of the research conducted by the University and ability to support the faculty and assist in the University of Florida Rising to National Preeminence status. Examples could include Product information seminars, early access to new product releases, or potential research collaborations.

- **Tab 5**: Describe how you would prefer the handing of vendor owned inventory through the managed Fisher Scientific 3P stock program. Provide details on the freight charges and terms for items being delivered (see sections 1.2.1 and 1.2.4).
- **Tab 6**: Describe any planned subcontract element and Small Business and Vendor Diversity Relations (SBVDR) programs contained in the proposal. Include at a minimum name, address, and phone number of contact persons for proposed subcontractors. Include subcontractor's experience executing the planned support element (see section 6.17).
- **Tab 7**: Describe any Sustainable ("Green") initiatives that will be provided to the University through this relationship. This should include details of any recycling type program (for example with regards to freezer packs, tip boxes and Styrofoam containers amongst others) (see section 6.19).
- **Tab 8**: Describe any financial considerations or creative offerings such as signing bonuses, rebates, multiyear discounts, growth incentives, programs resulting in the end user being charged a reduced amount, early payment discounts, new lab startup programs, scholarship sponsorships, etc.
- **Tab 9**: Completed Attachment B to show which product grouping(s) you anticipate will be covered by this agreement.
- **Tab 10**: Please detail any issues that can be seen with the UF Standard terms and conditions (see section 6.0)
- **Tab 11**: Completed and signed Certification of Proposal form, and/or signed and completed acknowledgement forms for any addenda issued.

4.1.2 Number of Proposal Copies to be Furnished

Vendors are to submit one (1) original marked "Original" and five (5) hard copies marked "Copy" of the initial response. In addition, provide 1 (one) copy on PC compatible media (CD/DVD or USB flash drive), preferably in Word® and/or Excel®. The original response must contain the original manual signature of the authorized person signing the proposal, and the electronic copy of the proposal.

4.1.3 Bindings and Marking

Vendors shall ensure that the original and each copy are individually bound. When submitting more than one (1) proposal, vendors shall ensure that units are clearly marked; for example, as "Original of Proposal One", "Copy One of Proposal One", "Original of Proposal Two", "Copy One of Proposal Two", and so on.

4.1.4 Marking of Envelopes

Vendors shall ensure that the outer carton of the response must display clearly and conspicuously the following identifying information: **ITN15NH-115 Specialty Laboratory Supplies.**
Opening date and time: 05/28/2015 at 4:00 P.M.

4.1.5 Proposal Costs

The University is not liable in any manner or to any extent for any cost or expense incurred by any vendor in the preparation, submission, presentation, or any other action connected with proposing or otherwise responding to this ITN. Such exemption from liability applies whether such costs are incurred directly by the vendor or indirectly through the vendor's agents, employees, assigns or others, whether related or not to the vendor.

4.1.6 Faxes or Emails Not Accepted

The University shall not accept proposals received by fax or email.

4.2 Requirements of Proposer for Response

4.2.1 Original ITN Document

Purchasing Services shall retain the ITN, and all related terms and conditions, exhibits and other attachments, in original form in an archival copy. Any modification of these, in the vendor's submission, is grounds for immediate disqualification.

4.2.2 Vendor's Understanding of the ITN

In responding to this ITN, the vendor accepts the responsibility fully to understand the ITN in its entirety, and in detail, including making any inquiries to the University as necessary to gain such understanding. The University reserves the right to disqualify any vendor who demonstrates less than such understanding. Further, the University reserves the right to determine, at its sole discretion, whether the vendor has demonstrated such understanding. Related to this, the University's right extends to cancellation of award if award has been made. Such disqualification and/or cancellation shall be at no fault, cost or liability whatsoever to the University.

4.2.3 University Provides Information in Good Faith without Liability

All information provided by the University in this ITN is offered in good faith. Individual items are subject to change at any time. The University makes no certification that any item is without error. The University is not responsible or liable for any use of the information, or for any claims attempted to be asserted there from.

4.2.4 Verbal versus Written Communication

Verbal communication shall not be effective unless formally confirmed in writing by the specified University purchasing official in charge of managing this ITN's process. In no case shall verbal communication override written communication.

4.2.5 Questions, Communications and Inquires between the University and Vendors

Vendor inquiries, questions and requests for clarification related to this ITN are to be directed, in writing, to:

University of Florida
Purchasing Services
971 Elmore Drive
Gainesville, FL 32611-5250

Attn: Nicola Heredia
Telephone No: 352/392-1331
Facsimile No: 352/392-8837
E-mail Address: nheredia@ufl.edu

Applicable terms and conditions herein shall govern communications and inquiries between the University and vendors, as they relate to this ITN.

Informal communications shall include, but are not limited to, requests from/to vendors or vendors' representatives of any kind or capacity, to/from any University employee or representative of any kind or capacity, with the exception of Purchasing Services, for information, comments, speculation, etc. Inquiries for clarifications and information that will not require addenda may be submitted verbally to the Purchasing Coordinator named, above, at any time.

Formal communications shall include but are not limited to the following.

- Questions concerning this ITN must be submitted in writing, and be received prior to 05/12/2015 5:00 PM/ET.

- Errors and omissions in this ITN and enhancements. Vendors shall bring to the University's attention any discrepancies, errors, or omissions that may exist within this ITN. Vendors shall recommend to the University any enhancements in respect to this ITN, which might be in the University's best interests. These must be submitted in writing and be received prior to 05/12/2015 5:00 PM/ET.

- Inquiries about technical interpretations must be submitted in writing, and be received prior to 05/12/2015 5:00 PM/ET.

- Inquiries for clarifications/information that will not require addenda may be submitted verbally to the Purchasing Coordinator named above at any time during this process.

- Verbal and/or written presentations and pre-award proposals under this ITN.

- Addenda to this ITN.

Informal communications shall cease on the date of distribution of this ITN and formal communications shall commence. On the date that the University completes the award process for this ITN and executes the resulting contract with the successful Vendor, informal communications may resume and formal communications must cease.

4.2.6 Addenda and the University's Response to Communications from Vendor

The University will make a good-faith effort to provide a written response to each question or request for clarification that requires addenda within five (5) University business days.

All addenda will be posted to our web site only:

http://www.purchasing.ufl.edu/vendors/schedule.asp

- ***Vendors who want the addenda supplied to them in another form must notify the Purchasing Coordinator listed in Section 4.2.5 above of that request. Otherwise, it will be the vendor's responsibility to check the web site for any additional information and addenda concerning this ITN.***

The University will not respond to any questions/requests for clarification that require addenda, if received by the University after **05/12/2015 5:00 PM**.

4.2.7 Pricing and/or Revenue Proposal

Vendors shall indicate pricing and/or offers in the appropriate spaces and/or areas provided in this ITN. Vendors shall ensure that any departure from this condition results in an offer that is clearly cross-referenced to the applicable sections within this ITN. For any material departure from this condition, vendors shall provide clear and unambiguous explanations how the departure relates in detail to the applicable sections within this ITN. If the vendor responds with an "All or None" proposal, it shall be clearly and unambiguously marked as such.

The University may presume and hold as the vendor's final offer all pricing and/or revenue offerings, whether stated as amounts or percentages, and/or whether or not offered on an all-or-

none basis, if not specified by the vendor. The University may accept or reject in part or entirely the vendor's pricing and/or revenue offerings when such offerings are not on an all-or-none basis. The University prohibits the changing of pricing and/or revenue proposals after the ITN closing date and time. Unless otherwise specifically proposed by the vendor, the University reserves the right to hold such pricing and/or revenue proposal as effective for the entire intended contract term. The University may prescribe the manner and method by which pricing and/or revenue offerings shall be communicated in the vendor's proposal. The University may reject any proposal in which the pricing and/or revenue offering does not conform to such prescribed manner and method.

4.2.8 Revisions to the ITN

The University may revise any part of this ITN for any reason by issuing addenda. The University will communicate additional information and addenda to this ITN by posting them on our web site.

http://www.purchasing.ufl.edu/vendors/schedule.asp

- **Vendors that want the revisions supplied to them in another way must notify the Purchasing Coordinator listed in this document of that request. Otherwise, it will be the vendor's responsibility to check the web site for any additional information and addenda concerning this ITN.**

Vendors are responsible for the information contained in such addenda, whether or not they acknowledge receipt. The University is under no obligation to communicate such addenda to vendors who notify the University that they will not be responding this ITN. The University may determine whether an addendum will be considered as part of this ITN and/or as part of any contract resulting there from. The University shall reject vendors' responses to addenda if such responses are received after the ITN closing date and time.

4.2.9 Attention to Terms and Conditions

Vendors are cautioned to thoroughly understand and comply with all matters covered under the Terms and Conditions section of this ITN. The successful Vendor is expected to enter into a form of agreement. The University agreement terms and conditions included in this ITN are intended to be incorporated into this agreement. PROPOSALS THAT ARE CONTINGENT UPON ANY CHANGES TO THESE TERMS AND CONDITIONS MAY BE DEEMED TO BE NON-RESPONSIVE AND MAY BE REJECTED (within the University's sole discretion). Any issues with the University terms and conditions should be detailed in Tab 11 of the response document.

4.2.10 Required Signature

The University may reject any vendors' response if it is not signed as indicated and/or required by the areas, spaces, or forms provided within this ITN.

4.2.11 Authority to Negotiate

As stated on the Certification of Proposal document to be included in tab 12 of the response document, representatives of the vendor(s) selected to participate in oral negotiation(s) shall be first required to submit written authorization from the company CEO or CFO attesting to the fact that the company's lead negotiator is authorized to bind the company to the terms and conditions agreed to during negotiations and as contained in the vendor's best and final offer. The provision of such authorization shall be a prerequisite to continuation in the ITN process. The University shall not enter into extensive contract negotiations with the selected vendor(s) after the negotiation process has been completed. If the University determines that a company awarded a contract based on this ITN does not honor all aspects of the agreement reached during the

negotiations in the best and final offer, the University reserves the right to immediately cancel the award, and to place the company on the University's suspended vendor list.

Company negotiators must enter the negotiations prepared to speak on behalf of the vendor's company. The University reserves the right to immediately terminate negotiations with any company whose representatives are not empowered to, or who will not, make decisions during the negotiation session. Vendors are reminded that the University may elect not to solicit a best and final offer from any company whose representative(s) have been unable or unwilling to commit to decisions reached during the verbal negotiation process.

4.2.12 Collusion Prohibited

In connection with this ITN, vendor collusion with other vendors or employees thereof, or with any employee of the University, is prohibited and may result in vendor disqualification and/or cancellation of award. Any attempt by the vendor, whether successful or not, to subvert or skirt the principles of open and fair competition may result in vendor disqualification and/or cancellation of award. Such disqualification and/or cancellation shall be at no fault or liability whatsoever to the University.

4.2.13 Improper Business Relationships/Conflict of Interest Prohibited

In connection with this ITN, each vendor shall ensure that no improper, unethical, or illegal relationships or conflict of interest exists between or among the vendor, the University, and any other party to this ITN. The University reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not; and to decide whether or not vendor disqualification and/or cancellation of award shall result. Such disqualification and/or cancellation shall be at no fault or liability whatsoever to the University.

4.2.14 Corrections, Changes, and Providing Information on Forms within the ITN

Vendors shall ensure that an authorized individual initials each correction using pen and ink. Vendors shall use pen and ink or typewriter in providing information directly on pages, or copies thereof, contained within this ITN.

4.2.16 Anti-Kickback

In compliance with FAR 52.203-7, the University has in place and follows procedures designed to prevent and detect violations of the Anti-Kickback Act of 1986 in its operations and direct business relationships.

4.2.17 Withdrawal of ITN

Vendors may withdraw their proposals any time prior to the ITN closing date. Vendors may request to withdraw their proposals after the ITN closing date and time prior to selection and notice of award. The University shall have sole authority to grant or deny such a request. In the event the University grants such a request, it may withhold issuing future ITN's to such vendors.

4.2.18 University's Right to Use Vendor's Ideas/Proprietary Information

If the vendor needs to submit proprietary information with the proposal, the vendor shall ensure that it is enclosed in a separate envelope from the proposal and that it is clearly designated and conspicuously labeled as such. Vendors who submit responses with information noted as proprietary may be asked to substantiate why the information is proprietary or is otherwise exempt from a public records request under Florida Law.

Selection or rejection of the proposal shall not affect the University's right of use. Provided, however, that the University will, in good faith, honor any vendor information that is clearly designated and conspicuously labeled as proprietary, and the University concurs that the information is proprietary, that trade secrets or other proprietary data contained in the proposal documents shall be maintained as confidential in accordance with procedures promulgated by the Purchasing Coordinator and subject to limitations in Florida or Federal law. Pricing information cannot be considered proprietary. The University shall not be liable in any manner or in any amount for disclosing proprietary information if such information is not clearly so designated and conspicuously so labeled. The University shall likewise not be liable if it did not know or could not have reasonably known that such information was proprietary.

Should a request be made of the University for access to the information designated confidential or trade secret by the bidder and, on the basis of that designation, the University denies the request, the bidder may be responsible for all legal costs necessary to defend such action if the denial is challenged in a court of law.

5.0 DEFINITIONS

5.1 Agreement/Contract

All types of agreements entered into by the University of Florida, regardless of what they may be called, for the procurement of materials, services or construction, or the disposal of materials. Meaning is interchangeable.

5.2 Customer

Unless otherwise implied by the context of the specific provision within this ITN, "Customer" means a customer of the vendor, other than the University.

5.3 May, Should

Indicates something that is not mandatory, but permissible, recommended, or desirable.

5.4 Must, Shall, Will

Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in rejection of your proposal as non-responsive.

5.5 Proposal

The entirety of the vendor's responses to each point of this ITN, including any and all supplemental offers or information not explicitly requested within this ITN.

5.6 Proprietary Information

Information held by the owner that if released to the public or anyone outside the owner's organization, would be detrimental to its interests. It is an issue of fact rather than opinion. Pricing and/or revenues cannot be considered proprietary.

5.7 Provider

Any entity responding to this ITN, or, if selected, the vendor entering into a contract with University.

5.8 Invitation to Negotiate (ITN)

The Invitation to Negotiate is a competitive negotiation process. It is not to be confused with an Invitation to Bid (ITB), in which goods or services are precisely specified and price is substantially the only competitive factor. This ITN provides the University the flexibility to negotiate to arrive at a mutually agreeable relationship. Price will be considered, but will not be the only factor of evaluation.

5.9 Respondent

Any entity responding to this ITN, or, if selected, the vendor entering into a contract with University.

5.10 Response

Same as Proposal

5.11 Successful Vendor

Any entity responding to this ITN, or, if selected, the vendor entering into a contract with University.

5.12 Supplement Agreement

Any supplement terms and conditions agreed to by the parties in writing taking precedence over all other documents governing the transaction.

5.13 Supplier

Any entity responding to this ITN, or, if selected, the vendor entering into a contract with University.

5.14 University of Florida, UF or University

Same as The University of Florida Board of Trustees, a public body corporate of the State of Florida; throughout the document the term UF, University and University of Florida is used interchangeably.

5.15 Vendor

Any entity responding to this ITN, or, if selected, the vendor entering into a contract with University.

5.16 Vendor’s Proposal

Same as Proposal

5.17 Vendor’s Response

Same as Proposal

6.0 AGREEMENT TERMS AND CONDITIONS

The following are the Terms and Conditions that will become part of any Agreement consummated between the University and the Successful Vendor and are not subject to negotiation or alteration by the Successful Vendor. Therefore, the Successful Vendor will be expected to execute an Agreement containing the provisions set forth in this section, or substantially similar provisions as University deems prudent or necessary. This list of provisions is not exhaustive or indicative of every provision that will be contained in the Agreement, but rather identifies particular terms and conditions of which the vendor should be aware. In the event of a conflict between any provisions contained in any of the documents

governing this transaction, the following shall be the order of precedence: MOU, Agreement; Invitation to Negotiate; Proposal.

6.1 Actions of Successful Vendor

The University is under no obligation whatsoever to be bound by the actions of any Successful Vendor with respect to third parties. The Successful Vendor is not a division or agent of the University.

6.2 Advertising

The Successful Vendor shall not advertise or publish information concerning the Agreement without prior written consent of the University. The University shall not unreasonably withhold permission.

Direct marketing to UF e-mail addresses should be pre-approved by Purchasing Services with the majority of promotions being available through the MyUF Market electronic catalogs

6.3 Americans with Disabilities Act

The Successful Vendor shall comply with all applicable provisions of the Americans with Disabilities Act and applicable federal regulations under the act.

6.4 Certification

By signature on the “Proposal Certification” form included under Section 7.0, the Vendor certifies that the submission on the proposal did not involve collusion or other anti-competitive practices. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal. In addition, Vendor certifies whether or not an employee of the University has, or whose relative has, a substantial interest in any Agreement subsequent to this ITN. Vendor also certifies their status with regard to debarment, or suspension by any federal entity.

Failure to provide a valid signature affirming the stipulations required by this clause shall result in the rejection of the submitted proposal and, if applicable, any resulting Agreement. Signing the certification with a false statement shall void the proposal and, if applicable, any resulting Agreement. Any resulting Agreement may be subject to legal remedies provided by law. Vendor agrees to promote and offer to the University only those services and/or materials as stated in and allowed for under resulting Agreement(s).

6.5 Conflict of Interest

The award hereunder is subject to the provisions of Chapter 112, F.S. Vendors must disclose with the proposal the name of any trustee, officer, director, or agent who is also an employee of the University of Florida. Further, all Vendors must disclose the name of any University employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Vendor’s firm or any of its branches.

6.6 Discrimination

An entity or affiliate who has been placed on the discriminatory list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a Vendor, supplier, subcontractor

or consultant under contract with any public entity, and may not transact business with any public entity.

6.7 Drug Free Workplace

The Successful Vendor agrees that in the performance of the Agreement, neither the Successful Vendor nor any employee of the Successful Vendor shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by the Agreement. The University reserves the right to request a copy of the Successful Vendor's Drug Free Workplace Policy. The Successful Vendor further agrees to insert a provision similar to this statement in all subcontracts for services required.

6.8 Equal Opportunity Statement

The State Universities have established equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination and prohibit discrimination based on race, creed, color, sex, age, national origin, marital status or religion. To be considered for inclusion as a supplier under this agreement, the vendor commits to the following:

A. The provisions of Executive Order 11246, September 24, 1966, and the rules, regulations, and relevant orders of the Secretary of Labor are applicable to each order placed against this agreement regardless of value.

B. If the vendor expects to receive $10,000 in orders during the first 12 months of this agreement, a complete certificate of non-segregated facilities shall be attached to the proposal response.

C. If the vendor expects to receive $50,000 in orders during the first 12 months of this agreement and employs more than 50 people, standard form 100 (EEOO-1) must be filed prior to March 1 of each year.

D. If the vendor expects to receive $50,000 in orders during the first 12 months and employs more than 50 people, a written program for affirmative action compliance must be maintained by the vendor, subject to review upon request by the user agencies of this agreement.

If you have already complied with the above, please indicate____

6.9 Federal, State, and Local Laws and Regulations

Successful Vendor is solely responsible for complying with all laws, ordinances, and regulations including but not limited to, those relating to taxes, licenses and permits, as they may apply to any matter under this ITN. The Successful Vendor must demonstrate that they are duly licensed by applicable regulatory bodies during the performance of the Agreement. Prior to the commencement of Agreement, the Successful Vendor shall be prepared to provide evidence of such licensing as may be requested by the University. Successful Vendor shall, at no expense to the University, procure and keep in force during the entire period of the Agreement all such permits and licenses.

6.10 Inspection, Audit and Reporting

All books, accounts, reports, files and other records relating to the Agreement shall be subject at all reasonable times to inspection and audit by the University of Florida.

Reporting Requirements: The successful vendor(s) agrees to furnish to the University a summary of total sales made under this contract as requested but at least twice a year.

All reporting will be in Electronic Format provided to Purchasing Services either prior to business review meetings or as requested.

Reports will include, but are not limited to the following.
Detailed invoice level purchase history usage with at minimum the following fields:

- PO Number
- Quote Number
- Invoice Number
- Invoice Date
- Ordered By Department
- Order Date
- Delivery Date
- Vendor Item Code
- Item Description
- List Price
- Order Method
- Discount
- Net Price
    - Other Organizations: Total dollar value of purchases and total of orders through University agreement to other institutions
    - Savings to University through vendor discounting - special offers such as volume discounting

Vendor and University will work together to create reports as University deems necessary and compatible with vendor systems.

6.11 Liens

Each Successful Vendor shall keep the University free and clear from all liens asserted by any person or entity for any reason arising out of the furnishing of services or materials by or to the Successful Vendor.

6.12 Modifications

The Agreement can be modified or rescinded only by a writing signed by both parties or their duly authorized agents.

6.13 Non-Discrimination

The parties agree to be bound by applicable state and federal rules governing Equal Employment Opportunity and Non-Discrimination.

6.14 Ownership of Documents

All drawings, maps, sketches, documents, records, programs, data base, reports and other data developed or purchased, under this Agreement for or at the University's expense shall be and remain the University's property, without restriction, reservation or qualifications. The Successful Vendor may retain copies necessary for recordkeeping documentation and all such other business purposes related to the Agreement. All materials and products produced shall be provided to the University upon expiration of this Agreement.

6.15 Sales and Use Tax

The Successful Vendor agrees to comply with and to require all of his subcontractors to comply with all the provisions of applicable law. The Successful Vendor further agrees to indemnify and hold harmless the University from any and all claims and demands made against it by virtue of the failure

of the Successful Vendor or any subcontractors to comply with the provisions of any and all said laws. The University is exempt from state sales and use tax.

6.16 Sexual Harassment

Federal law and the policies of the University prohibit sexual harassment of University employees or students. Sexual harassment includes any unwelcome sexual advance toward a University employee or student, any request for a sexual favor from a University employee or student, or any other verbal or physical conduct of a sexual nature that is so pervasive as to create a hostile or offensive working environment for University employees, or a hostile or an offensive academic environment for University students. University vendors, subcontractors and suppliers for this project are required to exercise control over their employees so as to prohibit acts of sexual harassment of University employees and students. The employer of any person who the University, in its reasonable judgment, determines has committed an act of sexual harassment agrees as a term and condition of the Agreement to cause such person to be removed from the project site and from University premises and to take such other action as may be reasonably necessary to cause the sexual harassment to cease.

6.17 Small Business Program

University is an equal opportunity institution and, as such, encourages the use of small businesses, including women and minority-owned small businesses in the provision of goods and services. Small businesses should have a fair and equal opportunity to compete for dollars spent by the University. Competition ensures that prices are competitive and a broad vendor base is available. Vendor shall use good faith efforts to ensure opportunities are available to small businesses, including women and minority-owned businesses. UF requests that data regarding the use of Tier 2 vendors be provided on request. For questions about the University's Small Business Program contact Faylene Welcome, Director of Small Business and Vendor Diversity, 352-392-0380.

6.18 Tobacco Free Campus Policy

The University of Florida campus is a tobacco-free campus. This policy was effective as of July 1, 2010. The use of cigarettes or other tobacco products in UF buildings, parking lots, or in vehicles in these areas is prohibited. The successful vendor is expected to respect this smoke free policy and fully comply with it.

6.19 Sustainability Preferences

The University's purchasing directives support the purchase of products that will minimize any negative environmental impacts of our work. In order to facilitate a healthy market in sustainable products, all parties involved in the procurement and utilization of materials must engage in both waste recycling and the initial purchase of products containing recycled content. It is in the interest of public health, safety and welfare and the conservation of energy and natural resources to use and promote environmentally responsible products, as well as energy efficient fixtures, appliances and mechanical equipment used in new construction and retrofit of University facilities.

6.20 Assignment-Delegation

No right or interest in the Agreement shall be assigned or delegation of any obligation made by Successful Vendor without written permission of the University. Any attempted assignment or delegation by Successful Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

6.21 Assignment of Anti-Trust Overcharge Claims

The parties recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact borne by the ultimate purchaser; therefore, Successful Vendor hereby assigns to the University any and all claims for such overcharges.

6.22 Date for Reckoning Prompt-Payment Discount

For purposes of determining whether a prompt-payment discount, if applicable, may be taken by the University, the starting date of such reckoning period shall be the later of the date of a properly executed invoice or the date of completion of service and/or delivery of product.

6.23 Force Majeure

In the event compliance with any obligation under this Agreement is impractical or impossible due to any Event of Force Majeure, then the time for performance of such obligation shall be extended for a period equivalent to the duration of the Event of Force Majeure. The provisions of this section shall not operate to excuse either party's inability to perform its obligations hereunder because of inadequate finances. "Event of Force Majeure:" means any embargo, flood, earthquake, storm, dust storm, lightning, fire, epidemic, act of God, war, national emergency, civil disturbance or disobedience, riot, sabotage, terrorism, restraint by governmental order or any other occurrence beyond the reasonable control of the party in question.

6.24 Furnish and Install

The items specified in this solicitation will be provided on a furnished and installed basis. The Successful Vendor shall have the complete responsibility for the items or system until it is in place and working. Any special installation preparation and requirements must be submitted to the University. All transportation and coordination arrangements will be the responsibility of the Successful Vendor. Delivery of equipment will be coordinated so that items or systems will be delivered directly to the installation site. This effort will minimize risk of damage and avoid double handling.

6.25 Indemnification/Hold Harmless; Liability

The Successful Vendor shall indemnify, defend, and hold harmless the University of Florida Board of Trustees, the University of Florida, the State of Florida and the Florida Board of Governors, and their respective officers, agents, and employees, against and from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including attorneys' fees and/or litigation expenses, which may be brought or made against or incurred on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of Successful Vendor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incident to the performance of the Agreement. Successful Vendor's obligation under this provision shall not extend to any liability caused by the sole negligence of the University Of Florida Board Of Trustees, University, or its officers, agents, and employees. Such indemnification shall specifically include infringement claims made against any and all intellectual property supplied by Successful Vendor and third party infringement under the Agreement.

The University, as a public entity, is protected by sovereign immunity from tort liability, subject to a limited statutory waiver. The University will not agree to (i) indemnify or hold harmless any vendor; (ii) be liable for vendor's attorneys' fees under any circumstances; or (iii) binding arbitration. The Agreement shall not be construed or interpreted as (i) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (ii) the consent of University or the State

of Florida or their agents and agencies to be sued; or (iii) a waiver of either University's or the State of Florida's sovereign immunity beyond the limited waiver provided in section 768.28, Florida Statutes.

6.26 Insurance Requirements

The Successful Vendor shall purchase from and maintain with a company or companies, lawfully authorized to do business in Florida and acceptable to the University, such insurance as will protect the Successful Vendor from claims arising out of or resulting from the Successful Vendor's operations under the Agreement and for which the Successful Vendor may be legally liable, whether such operations be by the Successful Vendor or by their subcontractors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. All insurance policies shall be issued and countersigned by representatives of such companies duly authorized for the State of Florida and shall be written on ISO standard forms or their equivalents. The Successful Vendor shall file with the University Certificates of Insurance prior to the commencement of this Agreement and shall file Certificates of Insurance evidencing the renewal of such policies at least thirty (30) days prior to the date that each applicable insurance policy is scheduled to expire. ***Please note that the University of Florida must be named "additional insured" on automobile and general liability policies.***

General Liability Insurance – The Successful Vendor shall provide the ISO Commercial General Liability policy for general liability coverage's for limits of not less than of $1,000,000 per occurrence. Coverage shall be maintained without interruption from date of commencement of work until date of final payment.

Worker's Compensation - The Successful Vendor shall secure and maintain for the life of this Agreement, valid Worker's Compensation Insurance as required by chapter 440, Florida Statutes.

Automobile Liability - The Successful Vendor shall secure and maintain, during the life of this Agreement, Automobile Liability insurance on all vehicles against bodily injury and property damage in at least the amount of $100,000.00 per person, $500,000.00 per occurrence.

6.27 Protection of Property

The Successful Vendor shall at all times guard against damage or loss to the property of the University or of others or vendors and shall be held responsible for replacing or repairing any such loss or damage. The University may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the Successful Vendor or their agents. The Successful Vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

Intellectual Property

A. All works that are created pursuant to this contract ("Works") are works made for hire, and all rights and privileges attendant to the Works belong exclusively to the University. If a court of competent jurisdiction determines that any Work does not constitute a work made for hire, the Contractor hereby assigns to the University for no additional consideration all rights and privileges the Contractor has in the works, including all intellectual property rights, specifically those under copyright law.

B. Paragraph A does not apply to Works that are not created through performance under this Contract ("Pre-existing works"). With respect to Pre-existing works used by the Contractor in performance of this Contract, the Contractor shall obtain for the University at no additional charge a license to use Pre-existing works for the uses intended under this Contract, including the right to make derivative works. Paragraph A does apply, however, to any Works that are derivative of Pre-existing works.

C. The Contractor warrants that it has full power and authority to transfer the rights granted by this Contract to the University and that use of the works by the University does not constitute an infringement or other violation of any copyright, trade secret, trademark, patent, non-disclosure, or other rights of any third party.

D. Title and all rights and privileges to all graphics and material provided to the Contractor by the University in connection with this Contract remain the exclusive property of the University of Florida. The Contractor does not receive any title, rights, or privileges in those graphics or materials. The University grants to the Contractor a limited license in those graphics or materials only for the purpose of carrying out the Contractor's obligations under this Contract.

6.28 Labor Disputes

Successful Vendor shall give prompt notice to the University of any actual or potential labor dispute which delays or may delay performance of the Agreement.

6.29 Laws and Regulations

Successful Vendors are solely responsible for keeping themselves fully informed of and faithfully observing all laws, ordinances, and regulations and shall protect and indemnify the University, its officers and agents against any claims of liability arising from or based on any violation thereof.

6.30 No Replacement of Defective Tender

Every tender of goods must fully comply with all provisions of the Agreement as to time of delivery, quantity, and the like. If a tender is made which does not fully conform, this shall constitute a breach and Successful Vendor shall not have the right to substitute a conforming tender.

6.31 No Waiver of Right by the University

No waiver by University of any breach of the provisions of the Agreement by the Successful Vendor shall in any way be construed to be a waiver of any future breach or bar the University's right to insist on strict performance of the provisions of the Agreement.

6.32 Notice to Vendors of Asbestos-Containing Materials in University Buildings

Asbestos containing materials (ACM) can be found in almost any building in the United States more than 10 years old. The University of Florida is no exception. The types of asbestos most commonly found are pipe and boiler insulation, fireproofing, hard panels known as "Transite", floor tile, and spray or trowel-applied ceiling finishes. ACM is generally not hazardous if left undisturbed.

The University has implemented an Asbestos Program to assure safe management and removal of ACM. Vendors, consultants, and other's providing service to the University may encounter ACM and must, therefore, comply with the following instructions:

A. Avoid disturbing suspected ACM. Exercise caution and watch for possible ACM.

B. If it is necessary to disturb ACM, first notify the appropriate Division Asbestos Representative listed in this notice, or the University of Florida Asbestos Coordinator, before proceeding with your work. You shall take whatever precautions are necessary to protect humans' health and the environment, and comply with all applicable Federal, State, and Local laws pertaining to asbestos.

C. If you require additional information on possible locations of ACM in a particular building, contact the Asbestos Representative from the Division for which you are working.

Division	Asbestos Representative	Telephone
Physical Plant	Assoc. Dir. Physical Plant	(352) 392-7793
Health Center	Asst. Dir. Health Ctr Physical Plant	(352) 392-4417
Housing	Housing Maintenance Superintendent	(352) 392-2161
Reitz Union	Maintenance Superintendent	(352) 392-1614
IFAS	Engineer	(352) 392-6488

6.33 Parking and Identification Badges.

The Successful Vendor shall obtain all parking permits and/or decals that may be required while performing project work on University premises. The Successful Vendor should review Contractor and Vendor Parking information from Transportation and Parking Services located at the following link: http://www.parking.ufl.edu/pages/contractorvendordecal.asp

6.34 Payment and Processing Terms

The University's obligation is payable only and solely from funds appropriated for the purpose of the Agreement. Unless otherwise stated herein, the payment terms for the Agreement are Net 30 days. VENDOR OMBUDSMAN: The University's vendor ombudsman whose duties include acting as an advocate for vendors may be experiencing problems in obtaining payment(s) from the University may be contacted at 352-392-1241.

All invoices for payment should be submitted to the University of Florida via:
eMail:

eMail .pdf or .tif file to ufl@invoices.corcentric.com
The file must be attached to the email and not embedded within the email.
There can be multiple files per email but each file should only contain one invoice.

6.35 Price Adjustment

Price changes will normally only be considered at the end of one Agreement period and the beginning of another. Price change requests shall be in writing, submitted at least sixty (60) days prior to the end of the current Agreement period, and shall be supported by written evidence of increased costs to the Successful Vendor. The University will not approve unsupported price increases that will merely increase the gross profitability of the Successful Vendor at the expense of the University. Price change requests shall be a factor in the Agreement extension review process. The University shall, in its sole opinion, determine whether the requested price increase or an alternate option is in the best interest of the University.

6.36 Prior Course of Dealings

No trade usage, prior course of dealings, or course of performance under other agreements shall be a part of any agreement resulting from this ITN; nor shall such trade usage, prior course of dealing, or course of performance be used in the interpretation or construction of such resulting agreement.

6.37 Intentionally Blank

N/A

6.38 Public Entity Crime

A person or affiliate who has been placed on the convicted list by the Department of Management Services, State of Florida, may not submit a proposal on a contract to provide any goods or services,

including construction, repairs, or leases and may not be awarded or perform work as a Vendor, supplier, subcontractor, or consultant for the University of Florida for a period of 36 months from the date of being placed on the convicted list, a "person" or "affiliate" includes any natural person or any entity, including predecessor or successor entities or any entity under the control of any natural person who is active in its management and who has been convicted of a public entity crime (Rule 6C1-3.020 FAC).

6.39 Public Records

All proposal information submitted and opened becomes subject to the Public Records Law set forth in Chapter 119 F.S.

Any resulting Agreement may be unilaterally canceled for refusal by the vendor to allow public access to all documents, papers, letters, or other materials made or received by the Successful Vendor in conjunction with the Agreement and subject to the provisions of Chapter 119. F.S.

6.40 Referencing of Orders

For each order issued against an agreement resulting hereunder, the University intends in good faith to reference this ITN for pricing, terms and conditions, delivery location, and other particulars. However, in the event the University fails to do so, the University's right to such terms and conditions, and particulars shall not be affected, and no liability of any kind or amount shall accrue to the University.

6.41 Remedies and Applicable Law

The Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflict of laws) and the rule and regulations of the Florida Board of Governors and the University. University and Successful Vendor shall have all remedies afforded each by said law. The venue in any action or litigation commenced to enforce the Agreement shall be instituted in Gainesville, Florida.

6.42 Right of Inspection

University shall have the right to inspect the goods at delivery before accepting them.

6.43 Right of Offset

The University shall be entitled to offset against any sums due the Successful Vendor, any expenses or costs incurred by the University, or damages assessed by the University concerning the Successful Vendor's non-conforming performance or failure to perform the Agreement, or any other debt owing the University, including expenses, costs and damages described in the termination provisions contained herein.

6.44 Shipment Under Reservation Prohibited

Successful Vendor is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of the goods.

6.45 Specifications: Brand Name or Acceptable Alternate

Where in these specifications reference is made to materials, trade names, catalog numbers or articles of certain manufacture, it is done for the sole purpose of establishing a basis of a comparable standard of quality, performance, characteristics desired and is not intended to limit or restrict competition. It shall be understood that such method of specification description is not intended to

exclude other processes, similar designs, or kinds of materials, but is intended solely as a means of establishing a standard of comparison to be utilized for solicitation evaluation purposes. Other material or product may be used, if in the sole opinion of the University, they are equal in durability, quality and of a design in harmony with the intent of these specifications. Such other material or product which is substantially equivalent to those specific brand(s) specified shall qualify for solicitation evaluation and award consideration by the University. The University reserves the right to reject any substitute material or product which, in its opinion, does not meet the standard of quality established by reference in these specifications and is not considered an acceptable alternate for the intended use and purpose. The burden of proof as to meeting the requirements of these specifications shall be the responsibility of the submitting vendor. Such proposer(s) who is offering any material or product other than the item(s) specified herein must submit with their solicitation response catalog cuts and detailed specifications which will completely describe the item(s) on which they are offering for an acceptable alternate determination by the University. Where the proposer proposes to substitute a material or product which is not known to the University, he/she shall be prepared to submit samples on request for the University's inspection and evaluation. The cost of transportation, both ways, of such samples shall be borne by the submitting proposer.

6.46 Successful Vendor to Package Goods

Successful Vendor will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Successful Vendor's name and address; (b) Consignee's name, address and purchase order number; (c) Container number and total number of containers, e.g. box 1 of 4 boxes and (d) the number of the container bearing the packing slip. Successful Vendor shall bear cost of packaging unless otherwise provided.

6.47 Termination

6.47.1 Convenience

The University reserves the right to terminate the Agreement in whole or part at any time when in the best interests of the University without penalty or cause. Upon receipt of the written notice, the Successful Vendor shall immediately stop all work as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the University. In the event of termination under this provision, all documents, data and reports prepared by the Successful Vendor under the Agreement shall become the property of and delivered to the University. The Successful Vendor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of termination. Such compensation shall be the Successful Vendor's sole remedy against the University in the event of termination under this provision.

6.47.2 Default

The University reserves the right to terminate the Agreement in whole or in part due to the failure of the Successful Vendor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Agreement. The University shall provide written notice of the termination and the reasons for it to the Successful Vendor. Upon termination under this provision, all goods, materials, documents, data and reports prepared by the Successful Vendor under the Agreement shall become the property of and be delivered to the University on demand. The University may, upon termination of the Agreement, procure, on terms and in the manner that it deems appropriate, materials, or services to replace those under the Agreement. The Successful Vendor shall be liable to the University for any excess costs incurred by the University in re-procuring the materials or services.

6.47.3 Gratuities

The University may, by written notice to the Successful Vendor, cancel the Agreement if it is discovered by the University that gratuities, in the form of entertainment, gifts or other, were offered or given by the Successful Vendor, or any agent or representative of the Successful Vendor, to any officer or employee of the University with a view toward securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such Agreement. In the event the Agreement is canceled by the University pursuant to this provision, University shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Successful Vendor in providing such gratuities.

6.47.4 Insolvency

The University shall have the right to terminate the Agreement at any time in the event Successful Vendor files a petition in bankruptcy; or is adjudicated bankrupt; or if a petition in bankruptcy is filed against Successful Vendor and not discharged within thirty (30) days; of if Successful Vendor becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; of if a receiver is appointed for Successful Vendor or its business.

6.47.5 Lack of Funds

The Agreement may be canceled without further obligation on the part of the University of Florida in the event that sufficient appropriated funding is unavailable to assure full performance of the terms. The Successful Vendor shall be notified in writing of such non-appropriation as soon as reasonably possible. No penalty shall accrue to the University in the event this cancellation provision is exercised. This cancellation provision shall not be construed so as to permit the University to terminate the Agreement in order to acquire similar equipment, material, supplies or services from another party.

6.47.6 Stop Work Order

The University may at any time, by written order to the Successful vendor, require the Successful Vendor to stop all or any part of the work called for by the Agreement for a period of ninety (90) days after the order is delivered to the Successful Vendor, and for any further period to which the parties may agree. The order shall be specifically identified as a Stop Work Order issued under this provision. Upon receipt of the order, the Successful Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incidence of costs allocable to the work covered by the order during the period of work stoppage. If a Stop Work Order issued under this provision is canceled or the period of the order or any extension expires, the Successful Vendor shall resume work. The University shall make an equitable adjustment in the delivery schedule or Agreement price, or both, and the Agreement shall be amended in writing accordingly.

6.47.7 Suspension or Debarment

The University may by written notice to the Successful Vendor immediately terminate the Agreement if the University determines that the Successful Vendor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but limited to, being disapproved as a subcontractor Vendor of any public procurement unit or other governmental body.

6.47.8 Continuation of Performance Through Termination

The Successful Vendor shall continue to perform, in accordance with the requirements of Agreement, up to the date of termination, as directed in the termination notice.

6.48 Title and Risk of Loss

The title and risk of loss of the goods and equipment shall not pass to University until University actually receives the goods and equipment at the point or points of delivery.

6.49 Warranties

In addition to any implied warranties, Successful Vendor warrants that the goods furnished will conform to the specifications, drawings, and descriptions listed herein or in catalogs, furnished by the Successful Vendor. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

6.50 Payment Card Industry Data Security Standard.

For e-commerce business and/or credit card transactions, Proposer agrees to be bound by the requirements and terms of the Rules of all applicable Card Associations, as amended from time to time, and be solely responsible for security and maintaining confidentiality of Card transactions processed by means of electronic commerce up to the point of receipt of such transactions by Bank.

Proposer is required to be in compliance with the requisites of the SAS 70 and/or Payment card Industry Data Security Standard and provide written attestation of compliance annually.

7.0 Certifications and Forms

7.1 Certification of Proposal

Explanation: This certification attests to the vendor's awareness of and agreement to the content of this ITN and all accompanying provisions contained herein.

Action: Vendor is to ensure that the following certificate is duly completed and correctly executed by an authorized officer of your company.

This proposal is submitted in response to Invitation to Negotiate ITN15NH-115 issued by the University of Florida. The undersigned, as a duly authorized officer, hereby certifies that

_____
(Vendor Name)

agrees to be bound by the content of this proposal and agrees to comply with the terms, conditions and provisions of the referenced Invitation to Negotiate (ITN) and any addenda thereto in the event of an award. Exceptions are to be noted as stated in the ITN. The proposal shall remain in effect for a period of ninety (90) calendar days as of the Due Date for responses to the ITN.

The undersigned certifies that to the best of his/her knowledge: (check one pf the below and provide information if required)

___ There is no trustee or employee of the University of Florida who has or whose Relative has an Interest in the entity or entities making this proposal or who is a natural person making this proposal.

___ There are trustee(s) and/or employee(s) of the University of Florida who have, and/or whose Relative(s) have, an Interest in the entity or entities making this proposal or who is a natural person making this proposal. Describe the nature of the interest held by each trustee, employee, or Relative of the trustee or employee (for example, grandson of Employee X owns the company or spouse of Employee Y is a director of the company).

"Interest" for purposes of this disclosure includes the following: director, trustee, officer, or employee of an entity, any contract with an entity (including consulting), or any partner, proprietor, stock, equity, or other ownership interest in an entity.

"Relative" for the purpose of this disclosure is an individual who is related to the trustee or employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, great grandparent, grandchild, great grandchild, step grandparent, step great grandparent, step grandchild, step great grandchild, person who is engaged to be married to the trustee or employee or who otherwise holds himself or herself out as or is generally known as the person whom the trustee or employee intends to marry or with whom the trustee or employee intends to form a household, or any other natural person having the same legal residence as the trustee or employee"

The undersigned further certifies that their firm (check one) ___**IS** *or* ___**IS NOT** currently debarred, suspended, or proposed for debarment by any federal entity. The undersigned agrees to notify the University of any change in this status, should one occur, until such time as an award has been made under this procurement action.

Person(s) authorized to negotiate in good faith on behalf of this firm for purposes of this Invitation to Negotiate are:

Name: _____ Title: _____

Signature: _____ Date: _____

Email:_____

Name: _____ Title: _____

Signature: _____ Date: _____

_____ Date: _____
Signature of Authorized Officer

_____ Email:_____
Printed Name

ITN #: ITN15NH-115 Closing Date: 05/28/2015 Closing Time: 4:00 PM/ET

University of Florida
Memorandum of Understanding (MOU)
Specialty Lab Supplies

Purpose: The intent of this document is to clearly outline the mutual understanding between the ***University of Florida ("University" or "UF") and PerkinElmer Health Sciences, Inc. ("PerkinElmer" or "Vendor")*** *surrounding our enhanced partnership for the provision of Specialty Lab Supplies ITN15NH-115*

This MOU outlines the agreement for all adopting entities.

P to Accept

I. General Terms	Vendor Accept	University Accept
A. Agreement Length: Effective date until May 4, 2022 with two (2) one (1) year mutually agreed upon options to extend.	Yes	Yes
B. Effective Date: Upon signature from both parties until May 4, 2022	Yes	Yes
C. Termination: Either party may terminate this Agreement without cause following ninety (90) days prior written notice and acceptance by both parties. In the event of termination under this provision, the Successful Vendor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of termination.	Yes	Yes
D. Invoicing and Payment Terms: Invoices shall be made available electronically. Payment terms are Net 30. PerkinElmer Health Sciences, Inc accepts all payments electronically and accepts ACH as the payment method.	Yes	Yes
E. Entities Covered: The terms and conditions of this agreement will apply to all the other state universities and government institutions that recognize PerkinElmer Health Sciences, Inc as a supplier of Specialty Laboratory Supplies and Equipment by executing an agreement between that university or institution and PerkinElmer Health Sciences, Inc. PerkinElmer can offer the 3% discount to all entities. The University Benefit Program ("UBP") is only available to post-high school degree granting institutions of higher learning. UBP discounts are available on instruments and consumables. PerkinElmer reserves the right to change the UBP from time to time or discontinue it altogether. Only one discount can be used at a time (General discount, the Reagent Pricing Agreement or the UBP or a Promotion). These are minimum discounts offered at the discretion of Sales Management at PerkinElmer	Yes	Yes
F. Governance: In the event of a conflict between documents, this Agreement (MOU) shall be first control, the Invitation to Negotiate, University's General Terms and Conditions of Sale negotiated and agreed to by both parties titled 6.0 Agreement Terms and Conditions, and finally the vendor bid response.	Yes	Yes

II. Service Level Expectations	Vendor Accept	University Accept
A. Shipping: PerkinElmer Health Sciences, Inc will deliver all products FOB destination. For non-reagent orders (instrument and non-instrument) shipping and handling/ freight charges will be FOB Destination prepaid and added.	Yes	Yes
B. Other Shipping & Related Fees: For reagent orders of any dollar amount shipping/handling/freight charge per order is $48 this includes haz mat and blue ice. All other item's freight charges will be provided at the time of quote and be prepaid and added. Freight charges may be changed at time of price list change.	Yes	Yes
C. Restocking Fees: restocking fees will be reviewed on a case by case basis but will never exceed 25%. For all frozen or refrigerated items the restocking fee cannot be waived.	Yes	Yes
D. Order Accuracy: Order Accuracy rate shall be maintained at 95% or greater. Order Accuracy rate is defined as “the number of items ordered in PerkinElmer's system divided by the total number of items shipped.”	Yes	Yes

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E. Product Returns: University shall inspect the products upon receipt and shall, within fourteen (14) business days after receipt, give written notice (email is an acceptable form of written notice) to PerkinElmer of any claim for shortage or that the Products do not conform with the terms of the contract of sale. If the University shall fail to give such notice, the Products shall be deemed accepted and to conform with the terms of the contract of sale, the University shall pay for the products in accordance with payment terms of the contract.	Yes	Yes
F. Product Cancellation: All non-equipment orders placed to PerkinElmer may be cancelled by the order requester, with written notice (email is an acceptable form of written notice) up until the time of shipment to the customer with no financial penalties. Equipment orders may be cancelled when discussed and agreed upon by both parties. Custom items under non-equipment orders are excluded from the cancellation provision unless mutually agreed upon by both parties in writing (email is an acceptable form of written notice).	Yes	Yes
G. Product Substitution: Substitutions of any kind shall be used only in the event of an item not being available and only after obtaining written permission and approval from the ordering customer.	Yes	Yes
H. Backordered Items: Customer Care will notify the end user in a timely manner of backordered items. *If UF were to change to a punch-out, Perkin Elmer's punch-out system will tell the end user when a product is available before placing the order. The punch-out will also notify end users if replacement items are available for discontinued items.*	Yes	Yes
I. Discontinued Product: PerkinElmer will promptly notify the order requester that an item is discontinued and offer products for substitution. PerkinElmer will apply commercially reasonable efforts to provide same or similar discount for substitutions, taking into account the difference in product.	Yes	Yes
J. ECCN Codes: PerkinElmer will provide ECCN codes as applicable for all goods covered by federal government export restrictions at the request of the UF.	Yes	Yes
K. Other Services: PerkinElmer & UF will jointly determine additional service level expectations within 30 days of the signed agreement which includes but not limited to, delivery times, order fill rate, etc.	Yes	Yes

III. Pricing & Financial Incentives	**Vendor Accept**	**University Accept**
A. Discounts: Pricing shall consist of a General discount of 3% off list price for all PerkinElmer catalog products categories guaranteed for the term of the contract however, the General Discount does not apply to any part numbers covering installations or trainings. The Reagent Pricing Agreement is applicable to all entities but the University Benefit Program Discounts are for Degree Granting Universities and institutions only. Items not included in this contract are NEO or DIA product lines. Pricing will be reviewed once a year for accuracy with current price list that renew annually. These are minimum discounts offered at the discretion of Sales Management at PerkinElmer	Yes	Yes
B. Minimum Order: The reagent pricing requires a minimum order of $100.	Yes	Yes
C. Pricing for services: A 10% discount on POS Services purchased at the time of order with instrument will be covered under this contract and the Standard Service Agreement Terms and Conditions that have been mutually agreed upon shall apply and be added (See Attachment A). The following services are not included in this contract; Service contracts entered into after POS, billable services, repair parts purchased from Service Contract, training, installation or OneSource.	Yes	Yes

University of Florida
Memorandum of Understanding (MOU)
Specialty Lab Supplies

Purpose: The intent of this document is to clearly outline the mutual understanding between the ***University of Florida ("University" or "UF") and PerkinElmer Health Sciences, Inc. ("PerkinElmer" or "Vendor")*** *surrounding our enhanced partnership for the provision of Specialty Lab Supplies ITN15NH-115*

D. New Product Introductions: Vendor will automatically add new product introductions to the hosted e-catalog no more than once a quarter and UF shall receive the discount corresponding to that product category off the list price. The new product will receive the same discount and terms based on the category discount. *If PerkinElmer were to change to a punch-out catalog with UF new products along with corresponding discount structures will be immediately available to the end users.*	Yes	Yes
E. New Product Pricing: If a new product is introduced into an existing category of products, University shall receive the 3% discount corresponding to that product category off of the public list price. In the event a new category of products is introduced or a product is not placed in a category, PerkinElmer will notify UF of the discount for all products in that category.	Yes	Yes
F. List Price: Vendor will make best effort to provide 30 day written notification of price increases and shall make best effort to keep the overall year-over-year pricing increase to less than 3%. As part of the notification, vendor will provide indication of the aggregate percent price change for catalog, projected impact to University, qualitative information about cost drivers in industry as is available, and new price files for products for analysis. At the discretion of the University, meetings can be scheduled to review and discuss the impact report and resolution of potential end-user response to price changes. Discount off current list price will be held firm for the contract**.**	Yes	Yes
G. New Lab Startup Program: The most current and relevant discounts and benefit information and guidelines for new lab startups will be available to UF researchers.	Yes	Yes
H. Additional Discounts: Further reagent discounts may be offered based on volume. Vendor can offer deeper discounts for large one-time orders on a case by case basis.	Yes	Yes
I. Large Orders: PerkinElmer can offer deeper discounts for large one-time orders on a case by case basis.	Yes	Yes

IV. Management & Reporting	**Vendor Accept**	**University Accept**

University of Florida
Memorandum of Understanding (MOU)
Specialty Lab Supplies

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A. Account Management: Vendor will designate a dedicated UF approved account team to assist in all activities associated with the service and maintenance of the account as outlined in Vendor response and will communicate all key changes with Purchasing in advance. Vendor shall make best effort to promptly address all UF end users' questions and concerns within a 24 hour period but in the event this is not attainable, Vendor will address them within 2 business days.	Yes	Yes
B. Business Review Meetings: To maintain partnership, upon request by University, Vendor will make a reasonable effort to meet on a semi-annual basis with University account management to discuss vendor performance and review reporting. Vendor shall present recommendations to enhance value, improve sustainability options and further reduce product costs related to University purchases as they become apparent. At a minimum, the ability to report on the following criteria is required; Total dollar value of purchases and total number of orders Total dollar value of surcharges, transaction fees, delivery charges and other miscellaneous charge, such as expedited freight fees or other miscellaneous charges paid by UF and total absorbed by PerkinElmer	Yes	Yes
C. eBusiness: Upon execution of the e-Procurement agreement, Vendor will participate in the University's eProcurement and eInvoicing initiatives, as well as future initiatives. *If a punch-out site is provided by Vendor it will have stock availability functionality.*	Yes	Yes
D. Reporting: Vendor will provide University with detailed reporting (electronic) as outlined in the ITN and this MOU as requested by University semi-annually. The reporting may include: • Ship To Acct No • Purchase Order Number • Invoice Number (if different) • Invoice Date • Order Date • Part Number • Part Description 1 • Sell UOM • Qty • Contract Unit Price • Contract Ext Price • List Unit Price or Reference Unit Price • Customer Ref • Ship Address 1 • Point Of Contact • Please Include Discount Coding Structure. Please add a column referencing the identifier [e.g category or subcategory] for what the discount was based on and give us a key for those identifiers. We'd need a column based on this info and a key showing the discount for each identifier.	Yes	Yes
E. Reporting Information Policy: All ITN information and proposal pricing submitted and opened becomes subject to the Public Records Law set forth in Chapter 119.	Yes	Yes

University of Florida
Memorandum of Understanding (MOU)
Specialty Lab Supplies

*Purpose: The intent of this document is to clearly outline the mutual understanding between the **University of Florida ("University" or "UF") and PerkinElmer Health Sciences, Inc. ("PerkinElmer" or "Vendor")** surrounding our enhanced partnership for the provision of Specialty Lab Supplies ITN15NH-115*

F. **Campus Notification:** Details of agreement will be posted and promoted on the University website through University Procurement Department.	Yes	Yes
G. **Vendor Shows and Forum:** Vendor will have the ability to participate and host vendor/product shows on campus controlled by Terms and Conditions. Vendor sponsored educational marketing events should be coordinated through Procurement so proper support and campus notification can take place. T&C's will be provided in advanced for review and agreement	Yes	Yes
H. **Remediation:** Upon request, Perkin Elmer may produce audit tool as mutually agreed upon by the parties in writing to be utilized by UF personnel as long as the information is compatible with the Perkin Elmer systems. In the event pricing or discount levels reflected on invoices do not match the pricing levels as stated in the agreement, University and Vendor will work together to calculate and issue an appropriate credit.	Yes	Yes

Signature: _____ Name/Title: Judith Albrecht/Assistant Secretary

Date: 12/20/17

Vendor PerkinElmer Health Sciences, Inc

Signature: _____ Name/Title: VP/CFO

Date: 1-3-18

University of Florida

Perkin Elmer ITN Workbook
Category Discount Structure

Schedule	University Discount Up to %	Eligible Products	Notes
A	15	AA, GC*, ICP, IR*, LC, LCMS, MAS, UVS*- Class 1,2,4,A	* unless speifically idenified under a different schedule
B	25	TEA- Class 1, 2, 4, A	
C	10	RAM- Class 1, 2, 4, a	*IR- Spectrum Spotlight, Sepctrum Spotlight NIR and Spectrum Spotlight 200
D	10	ASLA Consumbles (Class 3) for all ASLS product lines participating in program	
E	5	APS, ARS, AWS, CSA, HCS, IAS, LVI, MLD, MOL, RRD, RRS & SPS- Class 1,2,3,4,A	* UVS- Lambda BIO and Lambda XLS and BIO/XLS Accessories

PAC Code	Product Line	Item Class	PerkinElmer Initial Proposal Discount %	PerkinElmer Updated / Improved Proposal Discount %				
Z13	LCM	4	3.00	3.00%	3	0.03	0.00	0.00
Z07	AA	4	15.00	15.00%	15	0.15	0.00	0.00
Z06	AA	4	15.00	15.00%	15	0.15	0.00	0.00
Z05	AA	4	15.00	15.00%	15	0.15	0.00	0.00
Z04	AA	4	15.00	15.00%	15	0.15	0.00	0.00
Z03	AA	4	15.00	15.00%	15	0.15	0.00	0.00
Z02	AA	4	15.00	15.00%	15	0.15	0.00	0.00
Z01	AA	4	15.00	15.00%	15	0.15	0.00	0.00
Y99	AA	4	15.00	15.00%	15	0.15	0.00	0.00
Y93	LCM	3	10.00	10.00%	10	0.1	0.00	0.00
Y91	UVS	3	10.00	10.00%	10	0.1	0.00	0.00
Y84	MAS	4	15.00	15.00%	15	0.15	0.00	0.00
Y83	MAS	3	10.00	10.00%	10	0.1	0.00	0.00
Y77	AA	3	10.00	10.00%	10	0.1	0.00	0.00
Y73	LC	3	10.00	10.00%	10	0.1	0.00	0.00
Y68	LC	3	10.00	10.00%	10	0.1	0.00	0.00
Y59	IR	1		15.00%	0	0.15	0.00	0.00
Y57	ICP	3	10.00	10.00%	10	0.1	0.00	0.00
XT0	UVS	4	15.00	15.00%	15	0.15	0.00	0.00
XS9	TEA	4	25.00	25.00%	25	0.25	0.00	0.00
XS3	LC	4	15.00	15.00%	15	0.15	0.00	0.00
XS2	IR	4	15.00	15.00%	15	0.15	0.00	0.00
XS1	ICP	4	15.00	15.00%	15	0.15	0.00	0.00
X91	LC	4	15.00	15.00%	15	0.15	0.00	0.00
X81	TEA	A	25.00	25.00%	25	0.25	0.00	0.00
X70	UVS	3	10.00	10.00%	10	0.1	0.00	0.00
X69	UVS	3	10.00	10.00%	10	0.1	0.00	0.00
X68	UVS	3	10.00	10.00%	10	0.1	0.00	0.00
X67	MAS	3	10.00	10.00%	10	0.1	0.00	0.00
X66	LC	3		10.00%	0	0.1	0.00	0.00
X65	IR	3	10.00	10.00%	10	0.1	0.00	0.00
X64	IR	3	10.00	10.00%	10	0.1	0.00	0.00
X63	ICP	3	10.00	10.00%	10	0.1	0.00	0.00
X62	GC	3	10.00	10.00%	10	0.1	0.00	0.00
X61	GC	3	10.00	10.00%	10	0.1	0.00	0.00
X60	GC	3	10.00	10.00%	10	0.1	0.00	0.00
X58	TEA	3	10.00	10.00%	10	0.1	0.00	0.00
X57	LC	3	10.00	10.00%	10	0.1	0.00	0.00
X56	AA	3	10.00	10.00%	10	0.1	0.00	0.00
X40	LC	A	15.00	15.00%	15	0.15	0.00	0.00
X35	AA	3	10.00	10.00%	10	0.1	0.00	0.00
X25	GC	4	15.00	15.00%	15	0.15	0.00	0.00
X16	AA	3	10.00	10.00%	10	0.1	0.00	0.00
W67	IR	2	15.00	15.00%	15	0.15	0.00	0.00
W05	GC	2	15.00	15.00%	15	0.15	0.00	0.00
W04	GC	2	15.00	15.00%	15	0.15	0.00	0.00
V77	IR	4	15.00	15.00%	15	0.15	0.00	0.00
V70	GC	4	15.00	15.00%	15	0.15	0.00	0.00
V22	TEA	4	25.00	25.00%	25	0.25	0.00	0.00
V09	UVS	4	15.00	15.00%	15	0.15	0.00	0.00
S89	AA	4	15.00	15.00%	15	0.15	0.00	0.00
S88	AA	3	10.00	10.00%	10	0.1	0.00	0.00
S87	AA	3	10.00	10.00%	10	0.1	0.00	0.00
S85	TEA	3	10.00	10.00%	10	0.1	0.00	0.00
S84	TEA	4	25.00	25.00%	25	0.25	0.00	0.00
S79	RAM	3	10.00	10.00%	10	0.1	0.00	0.00
S77	RAM	4	10.00	10.00%	10	0.1	0.00	0.00
S76	RAM	2	10.00	10.00%	10	0.1	0.00	0.00
S73	GC	3	10.00	10.00%	10	0.1	0.00	0.00
S72	GC	3	10.00	10.00%	10	0.1	0.00	0.00
S71	GC	3	10.00	10.00%	10	0.1	0.00	0.00
S70	GC	3	10.00	10.00%	10	0.1	0.00	0.00
S69	GC	3	10.00	10.00%	10	0.1	0.00	0.00
S68	GC	3	10.00	10.00%	10	0.1	0.00	0.00
S67	GC	3	10.00	10.00%	10	0.1	0.00	0.00
S66	GC	3	10.00	10.00%	10	0.1	0.00	0.00
S65	MAS	3	10.00	10.00%	10	0.1	0.00	0.00
S64	MAS	3	10.00	10.00%	10	0.1	0.00	0.00
S63	MAS	4	15.00	15.00%	15	0.15	0.00	0.00
S62	MAS	3	10.00	10.00%	10	0.1	0.00	0.00
S61	MAS	4	15.00	15.00%	15	0.15	0.00	0.00
S60	ICP	3	10.00	10.00%	10	0.1	0.00	0.00
S59	ICP	4	15.00	15.00%	15	0.15	0.00	0.00
S58	ICP	3	10.00	10.00%	10	0.1	0.00	0.00
S57	ICP	4	15.00	15.00%	15	0.15	0.00	0.00
S53	TEA	4	25.00	25.00%	25	0.25	0.00	0.00
S49	GC	3	10.00	10.00%	10	0.1	0.00	0.00
S38	GC	2	15.00	15.00%	15	0.15	0.00	0.00
S37	LC	3	10.00	10.00%	10	0.1	0.00	0.00
S27	TEA	2	25.00	25.00%	25	0.25	0.00	0.00
S26	UVS	2	15.00	15.00%	15	0.15	0.00	0.00
S21	TEA	3	10.00	10.00%	10	0.1	0.00	0.00
S17	ICP	3	10.00	10.00%	10	0.1	0.00	0.00
S12	TEA	2	25.00	25.00%	25	0.25	0.00	0.00
S06	GC	1		15.00%	0	0.15	0.00	0.00
S01	TEA	4	25.00	25.00%	25	0.25	0.00	0.00
R43	IR	4	15.00	15.00%	15	0.15	0.00	0.00
R42	IR	2	15.00	15.00%	15	0.15	0.00	0.00
Q97	UVS	2	15.00	15.00%	15	0.15	0.00	0.00
Q94	MAS	1		10.00%	0	0.1	0.00	0.00
Q91	LCM	3	10.00	10.00%	10	0.1	0.00	0.00
Q90	LCM	4	3.00	3.00%	3	0.03	0.00	0.00
Q85	RAM	4	10.00	10.00%	10	0.1	0.00	0.00
Q83	IR	4	15.00	15.00%	15	0.15	0.00	0.00
Q81	MAS	4	15.00	15.00%	15	0.15	0.00	0.00
Q80	MAS	4	15.00	15.00%	15	0.15	0.00	0.00
Q79	MAS	3	10.00	10.00%	10	0.1	0.00	0.00
Q78	ICP	4	15.00	15.00%	15	0.15	0.00	0.00
Q77	ICP	4	15.00	15.00%	15	0.15	0.00	0.00
Q76	ICP	4	15.00	15.00%	15	0.15	0.00	0.00
Q75	ICP	4	15.00	15.00%	15	0.15	0.00	0.00
Q74	ICP	4	15.00	15.00%	15	0.15	0.00	0.00
Q73	ICP	3	10.00	10.00%	10	0.1	0.00	0.00
Q72	ICP	3	10.00	10.00%	10	0.1	0.00	0.00
Q71	ICP	3	10.00	10.00%	10	0.1	0.00	0.00
Q69	AA	3	10.00	10.00%	10	0.1	0.00	0.00
Q67	GC	4	15.00	15.00%	15	0.15	0.00	0.00

Q62	ICP	3	10.00	10.00%	10	0.1	0.00	0.00
Q61	ICP	4	15.00	15.00%	15	0.15	0.00	0.00
Q56	GC	3	10.00	10.00%	10	0.1	0.00	0.00
Q43	IR	A	15.00	15.00%	15	0.15	0.00	0.00
Q42	AA	3	10.00	10.00%	10	0.1	0.00	0.00
Q33	GC	2	15.00	15.00%	15	0.15	0.00	0.00
Q31	GC	2	15.00	15.00%	15	0.15	0.00	0.00
N04	ICP	2	15.00	15.00%	15	0.15	0.00	0.00
M75	TEA	2	25.00	25.00%	25	0.25	0.00	0.00
M32	LC	A	15.00	15.00%	15	0.15	0.00	0.00
M31	LC	A	15.00	15.00%	15	0.15	0.00	0.00
L16	AA	3	10.00	10.00%	10	0.1	0.00	0.00
L15	MAS	3	10.00	10.00%	10	0.1	0.00	0.00
L14	MAS	3	10.00	10.00%	10	0.1	0.00	0.00
L13	ICP	3	10.00	10.00%	10	0.1	0.00	0.00
L12	ICP	3	10.00	10.00%	10	0.1	0.00	0.00
L11	ICP	3	10.00	10.00%	10	0.1	0.00	0.00
L07	ICP	2	15.00	15.00%	15	0.15	0.00	0.00
L06	LC	3	10.00	10.00%	10	0.1	0.00	0.00
K98	ICP	2		15.00%	0	0.15	0.00	0.00
K78	ICP	A	15.00	15.00%	15	0.15	0.00	0.00
K76	GC	A	15.00	15.00%	15	0.15	0.00	0.00
K11	LC	4	15.00	15.00%	15	0.15	0.00	0.00
J95	IR	2	15.00	15.00%	15	0.15	0.00	0.00
J93	TEA	A	25.00	25.00%	25	0.25	0.00	0.00
J92	TEA	A	25.00	25.00%	25	0.25	0.00	0.00
J91	TEA	A	25.00	25.00%	25	0.25	0.00	0.00
J87	LC	6		0%, we cannot discount this item class.	0	0%, we cann	0.00	#VALUE!
J76	AA	3	10.00	10.00%	10	0.1	0.00	0.00
J75	AA	4	15.00	15.00%	15	0.15	0.00	0.00
J47	UVS	3	10.00	10.00%	10	0.1	0.00	0.00
J46	TEA	3	10.00	10.00%	10	0.1	0.00	0.00
J45	ICP	3	10.00	10.00%	10	0.1	0.00	0.00
J22	LC	A	15.00	15.00%	15	0.15	0.00	0.00
J18	GC	5	0.00	0.00% This item class is not included in the offer for this Contract.	0	0.00% This i	0.00	#VALUE!
J04	ICP	4	15.00	15.00%	15	0.15	0.00	0.00
J01	ICP	4	15.00	15.00%	15	0.15	0.00	0.00
I21	TEA	A	25.00	25.00%	25	0.25	0.00	0.00
I16	TEA	A	25.00	25.00%	25	0.25	0.00	0.00
H81	LC	3	10.00	10.00%	10	0.1	0.00	0.00
H63	GC	4	15.00	15.00%	15	0.15	0.00	0.00
G68	MAS	4	15.00	15.00%	15	0.15	0.00	0.00
G66	MAS	4	15.00	15.00%	15	0.15	0.00	0.00
G64	MAS	4	15.00	15.00%	15	0.15	0.00	0.00
G53	UVS	4	15.00	15.00%	15	0.15	0.00	0.00
G10	UVS	4	15.00	15.00%	15	0.15	0.00	0.00
G08	GC	4	15.00	15.00%	15	0.15	0.00	0.00
F57	LC	3	10.00	10.00%	10	0.1	0.00	0.00
F56	LC	3	10.00	10.00%	10	0.1	0.00	0.00
F55	LC	3	10.00	10.00%	10	0.1	0.00	0.00
E54	AA	2	15.00	15.00%	15	0.15	0.00	0.00
E49	GC	4	15.00	15.00%	15	0.15	0.00	0.00
E36	MAS	3	10.00	10.00%	10	0.1	0.00	0.00
E35	ICP	3	10.00	10.00%	10	0.1	0.00	0.00
E32	UVS	3	10.00	10.00%	10	0.1	0.00	0.00
E28	GC	3	10.00	10.00%	10	0.1	0.00	0.00
E27	AA	3	10.00	10.00%	10	0.1	0.00	0.00
E23	GC	4	15.00	15.00%	15	0.15	0.00	0.00
E06	LC	4	15.00	15.00%	15	0.15	0.00	0.00
D99	IR	4	15.00	10.00%	15	0.1	0.00	0.00
D90	AA	3	10.00	10.00%	10	0.1	0.00	0.00
D75	LC	3	10.00	10.00%	10	0.1	0.00	0.00
D74	LC	4	15.00	10.00%	15	0.1	0.00	0.00
D73	AA	3	10.00	10.00%	10	0.1	0.00	0.00
D34	UVS	2	15.00	15.00%	15	0.15	0.00	0.00
D33	ICP	4	15.00	15.00%	15	0.15	0.00	0.00
D13	UVS	4	15.00	15.00%	15	0.15	0.00	0.00
D05	LC	4	15.00	15.00%	15	0.15	0.00	0.00
C03	ICP	4	15.00	15.00%	15	0.15	0.00	0.00
B47	MAS	4	15.00	15.00%	15	0.15	0.00	0.00
A34	LC	4	15.00	15.00%	15	0.15	0.00	0.00
A33	UVS	4	15.00	15.00%	15	0.15	0.00	0.00
A08	MAS	4	15.00	15.00%	15	0.15	0.00	0.00
A07	MAS	3	10.00	10.00%	10	0.1	0.00	0.00
0324- RT Iodine 131	RRS	B	3.00	0% this Product is not included in our current offer of this Contract as noted previously	3	0% this Prod	0.00	#VALUE!
8214	RRS	3	10.00	10.00%	#N/A	#N/A	#N/A	#N/A
8213	RRS	3	3.00	3.00%	#N/A	#N/A	#N/A	#N/A
7855	AWS	2		5.00%	0	0.05	0.00	0.00
7854	SPS	2		5.00%	0	0.05	0.00	0.00
7853	AWS	2		5.00%	0	0.05	0.00	0.00
7283	CLR	B	3.00	3.00%	#N/A	#N/A	#N/A	#N/A
7282	CLR	B	3.00	3.00%	#N/A	#N/A	#N/A	#N/A
7281	MFT	3	3.00	5.00%	#N/A	#N/A	#N/A	#N/A
7280	MFT	B	3.00	5.00%	#N/A	#N/A	#N/A	#N/A
7279	MFT	B	3.00	5.00%	#N/A	#N/A	#N/A	#N/A
7255	CLR	B	3.00	3.00%	#N/A	#N/A	#N/A	#N/A
7238	CLH	3	3.00	5.00%	#N/A	#N/A	#N/A	#N/A
7209	MFT	3	3.00	5.00%	#N/A	#N/A	#N/A	#N/A
7144	CLH	4	3.00	5.00%	#N/A	#N/A	#N/A	#N/A
7142	CLH	4	3.00	5.00%	#N/A	#N/A	#N/A	#N/A
7141	CLH	4	3.00	5.00%	#N/A	#N/A	#N/A	#N/A
7140	CLH	4	3.00	5.00%	#N/A	#N/A	#N/A	#N/A
7132	MFT	3	3.00	5.00%	#N/A	#N/A	#N/A	#N/A
7131	CLR	B	3.00	3.00%	#N/A	#N/A	#N/A	#N/A
7119	INV	4	3.00	3.00%	#N/A	#N/A	#N/A	#N/A
7118	INV	4	3.00	3.00%	#N/A	#N/A	#N/A	#N/A
7115	INV	3		5.00%	0	0.05	0.00	0.00
7102	CLH	3	3.00	5.00%	#N/A	#N/A	#N/A	#N/A
7081	INV	1		5.00%	0	0.05	0.00	0.00
7034	SPS	4	3.00	5.00%	#N/A	#N/A	#N/A	#N/A
7032	PGI	4	3.00	3.00%	#N/A	#N/A	#N/A	#N/A
7029	SPS	4	3.00	5.00%	#N/A	#N/A	#N/A	#N/A
7025	AWS	4		5.00%	0	0.05	0.00	0.00
7020	PRE	4	3.00	3.00%	#N/A	#N/A	#N/A	#N/A
7019	NEO	4	3.00	0% this Product Line is not included in our current offer for this Contract as noted previously	3	0% this Prod	0.00	#VALUE!
7008	AWS	4	3.00	5.00%	#N/A	#N/A	#N/A	#N/A
7005	RRS	4	3.00	3.00%	#N/A	#N/A	#N/A	#N/A
7000	RRD	4	3.00	3.00%	#N/A	#N/A	#N/A	#N/A
6547	SPS	3	3.00	5.00%	#N/A	#N/A	#N/A	#N/A
6504	RRD	3	3.00	3.00%	#N/A	#N/A	#N/A	#N/A
6503	RRD	3	3.00	3.00%	#N/A	#N/A	#N/A	#N/A
6501	SPS	3	3.00	5.00%	#N/A	#N/A	#N/A	#N/A
6072	MLD	3	3.00	3.00%	#N/A	#N/A	#N/A	#N/A
5415	SPS	3	3.00	5.00%	#N/A	#N/A	#N/A	#N/A

5413	AWS	3	3.00	5.00%	#N/A	#N/A	#N/A	#N/A	
5407	SPS	3	3.00	5.00%	#N/A	#N/A	#N/A	#N/A	
5405	SPS	3	3.00	5.00%	#N/A	#N/A	#N/A	#N/A	
5401	SPS	3	3.00	5.00%	#N/A	#N/A	#N/A	#N/A	
5333	HTS	B	3.00	5.00%	#N/A	#N/A	#N/A	#N/A	
5330	HTS	B	5.00	8.00%	#N/A	#N/A	#N/A	#N/A	
5318	HTS	B	3.00	3.00%	#N/A	#N/A	#N/A	#N/A	
5314	HTS	B	3.00	3.00%	#N/A	#N/A	#N/A	#N/A	
5312	HTS	B	3.00	3.00%	#N/A	#N/A	#N/A	#N/A	
5311	RRS	B	3.00	3.00%	#N/A	#N/A	#N/A	#N/A	
5310	HTS	B	3.00	3.00%	#N/A	#N/A	#N/A	#N/A	
5309	HTS	B	3.00	3.00%	#N/A	#N/A	#N/A	#N/A	
5307	MLD	3	3.00	3.00%	#N/A	#N/A	#N/A	#N/A	
5210	PGI	3	3.00	3.00%	#N/A	#N/A	#N/A	#N/A	
5202	PGI	3	3.00	3.00%	#N/A	#N/A	#N/A	#N/A	
5201	PGI	3	3.00	3.00%	#N/A	#N/A	#N/A	#N/A	
5151	RRD	3	3.00	3.00%	#N/A	#N/A	#N/A	#N/A	
5133	MLD	3	3.00	3.00%	#N/A	#N/A	#N/A	#N/A	
5132	MLD	3	3.00	3.00%	#N/A	#N/A	#N/A	#N/A	
5131	RRD	3	3.00	3.00%	#N/A	#N/A	#N/A	#N/A	
5120	RRD	3	3.00	3.00%	#N/A	#N/A	#N/A	#N/A	
5110	RRD	3	3.00	3.00%	#N/A	#N/A	#N/A	#N/A	
5102	RRD	3	3.00	3.00%	#N/A	#N/A	#N/A	#N/A	
5101	RRD	3	3.00	3.00%	#N/A	#N/A	#N/A	#N/A	
4062	RRD	5	0.00	0.00% This item class is not included in the offer for this Contract.	#N/A	#N/A	#N/A	#N/A	
3701	HTS	B	3.00	5.00%	#N/A	#N/A	#N/A	#N/A	
3700	HTS	B	3.00	3.00%	#N/A	#N/A	#N/A	#N/A	
3600	APS	1		5.00%	0	0.05	0.00	0.00	
3417	SPS	3	3.00	5.00%	#N/A	#N/A	#N/A	#N/A	
3403	SPS	3	3.00	5.00%	#N/A	#N/A	#N/A	#N/A	
3402	AWS	1		5.00%	0	0.05	0.00	0.00	
3342	HTS	B	5.00	10.00%	#N/A	#N/A	#N/A	#N/A	
3319	HTS	B	5.00	8.00%	#N/A	#N/A	#N/A	#N/A	
3318	HTS	B	3.00	3.00%	#N/A	#N/A	#N/A	#N/A	
3314	RRS	B	3.00	3.00%	#N/A	#N/A	#N/A	#N/A	
3311	HTS	B	3.00	10.00%	#N/A	#N/A	#N/A	#N/A	
3310	HTS	B	5.00	10.00%	#N/A	#N/A	#N/A	#N/A	
3305	HTS	B	5.00	8.00%	#N/A	#N/A	#N/A	#N/A	
3301	HTS	B	5.00	8.00%	#N/A	#N/A	#N/A	#N/A	
3258	FAP	B	3.00	3.00%	#N/A	#N/A	#N/A	#N/A	
3257	FAP	B	3.00	3.00%	#N/A	#N/A	#N/A	#N/A	
3256	FAP	B	3.00	3.00%	#N/A	#N/A	#N/A	#N/A	
3255	FAP	B	3.00	3.00%	#N/A	#N/A	#N/A	#N/A	
3212	PGI	3	3.00	3.00%	#N/A	#N/A	#N/A	#N/A	
3181	RRD	3	3.00	3.00%	#N/A	#N/A	#N/A	#N/A	
3171	RRD	3	3.00	3.00%	#N/A	#N/A	#N/A	#N/A	
3166	HTS	B	3.00	5.00%	#N/A	#N/A	#N/A	#N/A	
3165	RRS	B	5.00	5.00%	#N/A	#N/A	#N/A	#N/A	
3164	HTS	B	3.00	3.00%	#N/A	#N/A	#N/A	#N/A	
3163	HTS	B	3.00	10.00%	#N/A	#N/A	#N/A	#N/A	
3162	HTS	B	5.00	8.00%	#N/A	#N/A	#N/A	#N/A	
3160	HTS	B	5.00	8.00%	#N/A	#N/A	#N/A	#N/A	
3159	RRS	B	3.00	3.00%	#N/A	#N/A	#N/A	#N/A	
3158	RRS	B	3.00	3.00%	#N/A	#N/A	#N/A	#N/A	
3157	RRS	B	3.00	3.00%	#N/A	#N/A	#N/A	#N/A	
3156	RRS	B	3.00	3.00%	#N/A	#N/A	#N/A	#N/A	
3155	RRS	B	3.00	3.00%	#N/A	#N/A	#N/A	#N/A	
3154	TBR	B	3.00	3.00%	#N/A	#N/A	#N/A	#N/A	
3150	RRS	B	10.00	5.00%	#N/A	#N/A	#N/A	#N/A	
3145	RRS	B	3.00	3.00%	#N/A	#N/A	#N/A	#N/A	
3144	RRS	B	14.00	9.00%	#N/A	#N/A	#N/A	#N/A	
3143	RRS	B	15.00	12.00%	#N/A	#N/A	#N/A	#N/A	
3142	RRS	B	15.00	10.00%	#N/A	#N/A	#N/A	#N/A	
3140	RRS	B	10.00	7.00%	#N/A	#N/A	#N/A	#N/A	
3139	MOL	B	3.00	3.00%	#N/A	#N/A	#N/A	#N/A	
3021	IAS	A		5.00%	0	0.05	0.00	0.00	
2127	MOL	B	3.00	3.00%	#N/A	#N/A	#N/A	#N/A	
2096	NEO	B	3.00	0% this Product Line is not included in our current offer for this Contract as noted previously	#N/A	#N/A	#N/A	#N/A	
2092	NEO	B	3.00	0% this Product Line is not included in our current offer for this Contract as noted previously	#N/A	#N/A	#N/A	#N/A	
2090	NEO	3	3.00	0% this Product Line is not included in our current offer for this Contract as noted previously	#N/A	#N/A	#N/A	#N/A	
2084	NEO	3	3.00	0% this Product Line is not included in our current offer for this Contract as noted previously	#N/A	#N/A	#N/A	#N/A	
2082	NEO	3	3.00	0% this Product Line is not included in our current offer for this Contract as noted previously	3	0% this Prod	0.00	#VALUE!	
2063	PGI	3	3.00	3.00%	#N/A	#N/A	#N/A	#N/A	
2062	RRD	3	3.00	3.00%	#N/A	#N/A	#N/A	#N/A	
2059	HTS	B	20.00	20.00%	#N/A	#N/A	#N/A	#N/A	
2058	HTS	B	5.00	10.00%	#N/A	#N/A	#N/A	#N/A	
2057	HTS	B	10.00	10.00%	#N/A	#N/A	#N/A	#N/A	
2056	HTS	B	25.00	25.00%	#N/A	#N/A	#N/A	#N/A	
2055	HTS	B	10.00	10.00%	#N/A	#N/A	#N/A	#N/A	
2041	NEO	3	3.00	0% this Product Line is not included in our current offer for this Contract as noted previously	#N/A	#N/A	#N/A	#N/A	
2016	DIA	B	3.00	0% this Product Line is not included in our current offer for this Contract as noted previously	#N/A	#N/A	#N/A	#N/A	
2008	DIA	B	3.00	0% this Product Line is not included in our current offer for this Contract as noted previously	#N/A	#N/A	#N/A	#N/A	
1803	NEO	3	3.00	0% this Product Line is not included in our current offer for this Contract as noted previously	#N/A	#N/A	#N/A	#N/A	
1600	RRD	5	0.00	0.00% This item class is not included in the offer for this Contract.	#N/A	#N/A	#N/A	#N/A	
1316	AWS	1		5.00%	0	0.05	0.00	0.00	
1304	AWS	4	3.00	5.00%	#N/A	#N/A	#N/A	#N/A	
1303	AWS	3	3.00	5.00%	#N/A	#N/A	#N/A	#N/A	
1302	AWS	2		5.00%	0	0.05	0.00	0.00	
1205	PGI	3	3.00	3.00%	#N/A	#N/A	#N/A	#N/A	
1106	MLD	4	3.00	3.00%	#N/A	#N/A	#N/A	#N/A	

1082	NEO	3	3.00	0% this Product Line is not included in our current offer for this Contract as noted previously	#N/A	#N/A	#N/A	#N/A
1063	RRD	5	0.00	0.00% This item class is not included in the offer for this Contract	#N/A	#N/A	#N/A	#N/A
1059	RRD	3	3.00	3.00%	#N/A	#N/A	#N/A	#N/A
1058	RRD	3	3.00	3.00%	#N/A	#N/A	#N/A	#N/A
1052	RRD	3	3.00	3.00%	#N/A	#N/A	#N/A	#N/A
1048	RRD	3	3.00	3.00%	#N/A	#N/A	#N/A	#N/A
1044	RRD	3	3.00	3.00%	#N/A	#N/A	#N/A	#N/A
1039	RRS	B	10.00	5.00%	#N/A	#N/A	#N/A	#N/A
1038	RRD	3	3.00	3.00%	#N/A	#N/A	#N/A	#N/A
1036	RRD	3	3.00	3.00%	#N/A	#N/A	#N/A	#N/A
1033	MLD	3	3.00	3.00%	#N/A	#N/A	#N/A	#N/A
1027	RRD	3	3.00	3.00%	#N/A	#N/A	#N/A	#N/A
1025	MLD	3	3.00	3.00%	#N/A	#N/A	#N/A	#N/A
1024	RRD	3	3.00	3.00%	#N/A	#N/A	#N/A	#N/A
0746	RRS	B	3.00	3.00%	#N/A	#N/A	#N/A	#N/A
0745	RRS	B	25.00	25.00%	#N/A	#N/A	#N/A	#N/A
0731	RRS	B	20.00	0% this PAC is not included in our current offer for this Contract	#N/A	#N/A	#N/A	#N/A
0730	RRS	B	20.00	5.00%	#N/A	#N/A	#N/A	#N/A
0727	RRS	B	32.00	32.00%	#N/A	#N/A	#N/A	#N/A
0726	RRS	B	20.00	0% this PAC is not included in our current offer for this Contract	#N/A	#N/A	#N/A	#N/A
679	ICP	4	15.00	15.00%	#N/A	#N/A	#N/A	#N/A
0647	MOL	B	25.00 - 32.17	20.00%	#N/A	#N/A	#N/A	#N/A
0634	TBR	B	20.00	10.00%	#N/A	#N/A	#N/A	#N/A
0633	TBR	B	30.00	15.00%	#N/A	#N/A	#N/A	#N/A
0632	MOL	B	3.00	3.00%	#N/A	#N/A	#N/A	#N/A
0631	MOL	B	3.00	3.00%	#N/A	#N/A	#N/A	#N/A
0628	TBR	B	34.00	15.00%	#N/A	#N/A	#N/A	#N/A
0625	MOL	B	5.00	5.00%	#N/A	#N/A	#N/A	#N/A
0612	MOL	B	25.00	25.00%	#N/A	#N/A	#N/A	#N/A
0602	RRS	B	10.00	10.00%	#N/A	#N/A	#N/A	#N/A
534	TEA	4	25.00	25.00%	#N/A	#N/A	#N/A	#N/A
0412	RRS	B	3.00	3.00%	#N/A	#N/A	#N/A	#N/A
0403	RRS	B	3.00	3.00%	#N/A	#N/A	#N/A	#N/A
0400	RRS	B	3.00	3.00%	#N/A	#N/A	#N/A	#N/A
376	GC	3	10.00	10.00%	#N/A	#N/A	#N/A	#N/A
349	LC	A	15.00	15.00%	#N/A	#N/A	#N/A	#N/A
324	LC	4	15.00	15.00%	#N/A	#N/A	#N/A	#N/A
307	UVS	4	15.00	15.00%	#N/A	#N/A	#N/A	#N/A
306	IR	A	15.00	15.00%	#N/A	#N/A	#N/A	#N/A
0301	RRS	B	60.00	59.00%	#N/A	#N/A	#N/A	#N/A
291	TEA	4	25.00	10.00%	#N/A	#N/A	#N/A	#N/A
286	AA	3	10.00	10.00%	#N/A	#N/A	#N/A	#N/A
270	LC	3	10.00	10.00%	#N/A	#N/A	#N/A	#N/A
259	GC	A	15.00	15.00%	#N/A	#N/A	#N/A	#N/A
0250	RRS	B	3.00	3.00%	#N/A	#N/A	#N/A	#N/A
245	GC	3	10.00	10.00%	#N/A	#N/A	#N/A	#N/A
217	AA	3	10.00	10.00%	#N/A	#N/A	#N/A	#N/A
216	AA	3	10.00	10.00%	#N/A	#N/A	#N/A	#N/A
0212	EZR	B	3.00	3.00%	#N/A	#N/A	#N/A	#N/A
0207	EZR	3	3.00	3.00%	#N/A	#N/A	#N/A	#N/A
0154	RRS	B	59.00	50.00%	#N/A	#N/A	#N/A	#N/A
151	LC	4	15.00	15.00%	#N/A	#N/A	#N/A	#N/A
0142	RRS	B	49.00	40.00%	#N/A	#N/A	#N/A	#N/A
0130	VIR	B	10.00	10.00%	#N/A	#N/A	#N/A	#N/A
0129	VIR	B	25.00	25.00%	#N/A	#N/A	#N/A	#N/A
0127	VIR	B	25.00	25.00%	#N/A	#N/A	#N/A	#N/A
0126	RRS	B	58.00	50.00%	#N/A	#N/A	#N/A	#N/A
0125	RRS	B	59.00	59.00%	#N/A	#N/A	#N/A	#N/A
0124	RRS	B	40.00	25.00%	#N/A	#N/A	#N/A	#N/A
0121	RRS	B	59.00	50.00%	#N/A	#N/A	#N/A	#N/A
0120	RRS	B	40.00	25.00%	#N/A	#N/A	#N/A	#N/A
0119	RRS	B	69.00	69.00%	#N/A	#N/A	#N/A	#N/A
0117	RRS	B	69.00 - 82.29	62.00%	#N/A	#N/A	#N/A	#N/A
0115	RRS	B	48.00	35.00%	#N/A	#N/A	#N/A	#N/A
0110	RRS	B	48.00 - 54.62	40.00%	#N/A	#N/A	#N/A	#N/A
0109	RRS	B	49.00	40.00%	#N/A	#N/A	#N/A	#N/A
0108	RRS	B	49.00	40.00%	#N/A	#N/A	#N/A	#N/A
0106	RRS	B	59.00	50.00%	#N/A	#N/A	#N/A	#N/A
0104	RRS	B	59.00	50.00%	#N/A	#N/A	#N/A	#N/A
0103	RRS	B	58.00	50.00%	#N/A	#N/A	#N/A	#N/A
0101	RRS	B	48.00	40.00%	#N/A	#N/A	#N/A	#N/A
094	UVS	A	15.00	15.00%	#N/A	#N/A	#N/A	#N/A
085	UVS	4	15.00	15.00%	#N/A	#N/A	#N/A	#N/A
076	TEA	4	25.00	25.00%	#N/A	#N/A	#N/A	#N/A
073	TEA	4	25.00	25.00%	#N/A	#N/A	#N/A	#N/A
065	GC	4	15.00	15.00%	#N/A	#N/A	#N/A	#N/A
053	AA	4	15.00	15.00%	#N/A	#N/A	#N/A	#N/A
043	UVS	4	15.00	15.00%	#N/A	#N/A	#N/A	#N/A
021	IR	4	15.00	15.00%	#N/A	#N/A	#N/A	#N/A
012	TEA	4	25.00	25.00%	#N/A	#N/A	#N/A	#N/A

6.0 AGREEMENT TERMS AND CONDITIONS

The following are the Terms and Conditions that will become part of any Agreement consummated between the University and Perkin Elmer Health Sciences “Perkin Elmer” or “Vendor” and are not subject to negotiation or alteration by the Successful Vendor. This list of provisions is not exhaustive or indicative of every provision that will be contained in the Agreement, but rather identifies particular terms and conditions of which the vendor should be aware. In the event of a conflict between any provisions contained in any of the documents governing this transaction, the following shall be the order of precedence: MOU shall be first control, the Invitation to Negotiate, these University's General Terms and Conditions of Sale negotiated and agreed to by both parties, and finally the vendor bid response.

6.1 Actions of Successful Vendor

The University is under no obligation whatsoever to be bound by the actions of any Successful Vendor with respect to third parties. The Successful Vendor is not a division or agent of the University.

6.2 Advertising

The Successful Vendor shall not advertise or publish information concerning the Agreement without prior written consent of the University. The University shall not unreasonably withhold permission.

Direct marketing to UF e-mail addresses should be pre-approved by Purchasing Services with the majority of promotions being available through the MyUF Market electronic catalogs

6.3 Americans with Disabilities Act

The Successful Vendor shall comply with all applicable provisions of the Americans with Disabilities Act and applicable federal regulations under the act.

6.4 Certification

By signature on the “Proposal Certification” form included under Section 7.0, the Vendor certifies that the submission on the proposal did not involve collusion or other anti-competitive practices. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal. In addition, Vendor certifies whether or not an employee of the University has, or whose relative has, a substantial interest in any Agreement subsequent to this ITN. Vendor also certifies their status with regard to debarment, or suspension by any federal entity.

Failure to provide a valid signature affirming the stipulations required by this clause shall result in the rejection of the submitted proposal and, if applicable, any resulting Agreement. Signing the certification with a false statement shall void the proposal and, if applicable, any resulting Agreement. Any resulting Agreement may be subject to legal remedies provided by law. Vendor agrees to promote and offer to the University only those services and/or materials as stated in and allowed for under resulting Agreement(s).

6.5 Conflict of Interest

The award hereunder is subject to the provisions of Chapter 112, F.S. Vendors must disclose with the proposal the name of any trustee, officer, director, or agent who is also an employee of the University of Florida. Further, all Vendors must disclose the name of any University employee who owns,

directly or indirectly, an interest of five percent (5%) or more in the Vendor's firm or any of its branches.

6.6 Discrimination

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

6.7 Drug Free Workplace

The Successful Vendor agrees that in the performance of the Agreement, neither the Successful Vendor nor any employee of the Successful Vendor shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by the Agreement. The University reserves the right to request a copy of the Successful Vendor's Drug Free Workplace Policy. The Successful Vendor further agrees to insert a provision similar to this statement in all subcontracts for services required.

6.8 Equal Opportunity Statement

The State Universities have established equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination and prohibit discrimination based on race, creed, color, sex, age, national origin, marital status or religion. To be considered for inclusion as a supplier under this agreement, the vendor commits to the following:

A. The provisions of Executive Order 11246, September 24, 1966, and the rules, regulations, and relevant orders of the Secretary of Labor are applicable to each order placed against this agreement regardless of value.

B. If the vendor expects to receive $10,000 in orders during the first 12 months of this agreement, a complete certificate of non-segregated facilities shall be attached to the proposal response.

C. If the vendor expects to receive $50,000 in orders during the first 12 months of this agreement and employs more than 50 people, standard form 100 (EEOO-1) must be filed prior to March 1 of each year.

D. If the vendor expects to receive $50,000 in orders during the first 12 months and employs more than 50 people, a written program for affirmative action compliance must be maintained by the vendor, subject to review upon request by the user agencies of this agreement.

If you have already complied with the above, please indicate____

6.9 Federal, State, and Local Laws and Regulations

Successful Vendor is solely responsible for complying with all laws, ordinances, and regulations including but not limited to, those relating to taxes, licenses and permits, as they may apply to any matter under this ITN. The Successful Vendor must demonstrate that they are duly licensed by applicable regulatory bodies during the performance of the Agreement. Prior to the commencement of Agreement, the Successful Vendor shall be prepared to provide evidence of such licensing as may be requested by the University. Successful Vendor shall, at no expense to the University, procure and keep in force during the entire period of the Agreement all such permits and licenses.

6.10 Inspection, Audit and Reporting

All performance related books, accounts, reports, files and other non- financial records relating to the Agreement shall be subject at all reasonable times to inspection and audit by the University of Florida.

Reporting Requirements: Upon request, the successful vendor(s) agrees to use commercially reasonable efforts to furnish to the University a summary of total sales made for all Colleges and department of University of Florida no more than twice a year.

All reporting will be in Electronic Format provided to Purchasing Services either prior to business review meetings or as requested.

Reports may include, but are not limited to the following.
Detailed invoice level purchase history usage with at minimum the following fields:

· PO Number
· Quote Number
· Invoice Number
· Invoice Date
· Ordered By Department
· Order Date
· Delivery Date
· Vendor Item Code
· Item Description
· List Price
· Order Method
· Discount
· Net Price

Vendor and University will work together to create reports as University deems necessary and compatible with vendor systems.

6.11 Liens

Each Successful Vendor shall keep the University free and clear from all liens asserted by any person or entity for any reason arising out of the furnishing of services or materials by or to the Successful Vendor which result from the acts or omissions of vendor.

6.12 Modifications

The Agreement can be modified or rescinded only by a writing signed by both parties or their duly authorized agents.

6.13 Non-Discrimination

The parties agree to be bound by applicable state and federal rules governing Equal Employment Opportunity and Non-Discrimination.

6.14 Ownership of Documents

All information, designs, data or engineering results delivered to the University hereunder which are generated for the first time by Vendor under the Contract solely and exclusively at the University's expense shall be considered the property of the University unless the parties in a separate written agreement executed by the parties designate them as work for hire and the property of interface. To the extent either party desires to review the ownership of any item delivered or created hereunder, the parties shall meet and confer in good faith.

6.15 Sales and Use Tax

The Successful Vendor agrees to comply with and to require all of his subcontractors to comply with all the provisions of applicable law. The Successful Vendor further agrees to indemnify and hold harmless the University from any and all claims and demands made against it by virtue of the failure of the Successful Vendor or any subcontractors to comply with the provisions of any and all said laws. The University is exempt from state sales and use tax.

6.16 Sexual Harassment

Federal law and the policies of the University prohibit sexual harassment of University employees or students. Sexual harassment includes any unwelcome sexual advance toward a University employee or student, any request for a sexual favor from a University employee or student, or any other verbal or physical conduct of a sexual nature that is so pervasive as to create a hostile or offensive working environment for University employees, or a hostile or an offensive academic environment for University students. University vendors, subcontractors and suppliers for this project are required to exercise control over their employees so as to prohibit acts of sexual harassment of University employees and students. The employer of any person who the University, in its reasonable judgment, determines has committed an act of sexual harassment agrees as a term and condition of the Agreement to cause such person to be removed from the project site and from University premises and to take such other action as may be reasonably necessary to cause the sexual harassment to cease.

6.17 Small Business Program

University is an equal opportunity institution and, as such, encourages the use of small businesses, including women and minority-owned small businesses in the provision of goods and services. Small businesses should have a fair and equal opportunity to compete for dollars spent by the University. Competition ensures that prices are competitive and a broad vendor base is available. Vendor shall use good faith efforts to ensure opportunities are available to small businesses, including women and minority-owned businesses. UF requests that data regarding the use of Tier 2 vendors be provided on request. For questions about the University's Small Business Program contact Faylene Welcome, Director of Small Business and Vendor Diversity, 352-392-0380.

6.18 Tobacco Free Campus Policy

The University of Florida campus is a tobacco-free campus. This policy was effective as of July 1, 2010. The use of cigarettes or other tobacco products in UF buildings, parking lots, or in vehicles in these areas is prohibited. The successful vendor is expected to respect this smoke free policy and fully comply with it.

6.19 Sustainability Preferences

The University's purchasing directives support the purchase of products that will minimize any negative environmental impacts of our work. In order to facilitate a healthy market in sustainable products, all parties involved in the procurement and utilization of materials must engage in both waste recycling and the initial purchase of products containing recycled content. It is in the interest of public health, safety and welfare and the conservation of energy and natural resources to use and promote environmentally responsible products, as well as energy efficient fixtures, appliances and mechanical equipment used in new construction and retrofit of University facilities.

6.20 Assignment-Delegation

No right or interest in the Agreement shall be assigned or delegation of any obligation made by Successful Vendor without written permission of the University. Any attempted assignment or delegation by Successful Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

6.21 Assignment of Anti-Trust Overcharge Claims

The parties recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact borne by the ultimate purchaser; therefore, Successful Vendor hereby assigns to the University any and all claims for such overcharges.

6.22 Date for Reckoning Prompt-Payment Discount

For purposes of determining whether a prompt-payment discount, if applicable, may be taken by the University, the starting date of such reckoning period shall be the later of the date of a properly executed invoice or the date of completion of service and/or delivery of product.

6.23 Force Majeure

In the event compliance with any obligation under this Agreement is impractical or impossible due to any Event of Force Majeure, then the time for performance of such obligation shall be extended for a period equivalent to the duration of the Event of Force Majeure. The provisions of this section shall not operate to excuse either party's inability to perform its obligations hereunder because of inadequate finances. "Event of Force Majeure:" means any embargo, flood, earthquake, storm, dust storm, lightning, fire, epidemic, act of God, war, national emergency, civil disturbance or disobedience, riot, sabotage, terrorism, restraint by governmental order or any other occurrence beyond the reasonable control of the party in question.

6.24 Furnish and Install

The items specified in this solicitation will be provided and will be stated on the individual quotation whether it will be on a furnished and installed basis. The Successful Vendor shall have the complete responsibility for the items or system until it is delivered at destination noted on Purchase order. Any special installation preparation and requirements must be submitted to the University. All transportation and coordination arrangements will be the responsibility of the Successful Vendor. Delivery of equipment will be coordinated so that items or systems will be delivered directly to the docks of the installation site.

6.25 Indemnification/Hold Harmless; Liability

The Successful Vendor shall indemnify, defend, and hold harmless the University of Florida Board of Trustees, the University of Florida, the State of Florida and the Florida Board of Governors, and their respective officers, agents, and employees, against and from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses, which may be brought or made against or incurred on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole, by reasons of any negligent act, omission, professional error, fault, mistake, or willful misconduct of Successful Vendor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with the performance of the Agreement. Successful Vendor's obligation under this provision shall not extend to any liability caused by the negligence of the University Of Florida Board Of Trustees, University, or its officers, agents, and employees. Such indemnification shall specifically include infringement claims

made against any and all intellectual property supplied by Successful Vendor and third party infringement under the Agreement.

The University, as a public entity, is protected by sovereign immunity from tort liability, subject to a limited statutory waiver. The University will not agree to (i) indemnify or hold harmless any vendor; (ii) be liable for vendor's attorneys' fees under any circumstances; or (iii) binding arbitration. The Agreement shall not be construed or interpreted as (i) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (ii) the consent of University or the State of Florida or their agents and agencies to be sued; or (iii) a waiver of either University's or the State of Florida's sovereign immunity beyond the limited waiver provided in section 768.28, Florida Statutes.

6.26 Insurance Requirements

The Successful Vendor shall purchase from and maintain with a company or companies, lawfully authorized to do business in Florida and acceptable to the University, such insurance as will protect the Successful Vendor from claims arising out of or resulting from the Successful Vendor's operations under the Agreement and for which the Successful Vendor may be legally liable, whether such operations be by the Successful Vendor or by their subcontractors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. All insurance policies shall be issued and countersigned by representatives of such companies duly authorized for the State of Florida and shall be written on ISO standard forms or their equivalents. The Successful Vendor shall file with the University Certificates of Insurance prior to the commencement of this Agreement and shall file Certificates of Insurance evidencing the renewal of such policies at least thirty (30) days prior to the date that each applicable insurance policy is scheduled to expire. ***Please note that the University of Florida must be named "additional insured" on automobile and general liability policies.***

General Liability Insurance – The Successful Vendor shall provide the ISO Commercial General Liability policy for general liability coverage's for limits of not less than of $1,000,000 per occurrence. Coverage shall be maintained without interruption from date of commencement of work until date of final payment.

Worker's Compensation - The Successful Vendor shall secure and maintain for the life of this Agreement, valid Worker's Compensation Insurance as required by chapter 440, Florida Statutes.

Automobile Liability - The Successful Vendor shall secure and maintain, during the life of this Agreement, Automobile Liability insurance on all vehicles against bodily injury and property damage in at least the amount of $100,000.00 per person, $500,000.00 per occurrence.

6.27 Protection of Property

The Successful Vendor shall at all times guard against damage or loss caused by the acts or omissions of Vendor to the property of the University or of others or vendors and shall be held responsible for replacing or repairing any such loss or damage. The University may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the Successful Vendor or their agents. The Successful Vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

Intellectual Property

A. Ownership to such improvements, developments and inventions shall be and remain the property of Recipient unless and until the Parties in a separate agreement executed by the Parties designate them as Work for Hite and the property of Interface.

B. Paragraph A does not apply to Works that are not created through performance under this Contract (“Pre-existing works”). With respect to Pre-existing works used by the Contractor in performance of this Contract, the Contractor shall obtain for the University at no additional charge a license to use Pre-existing works for the uses intended under this Contract, including the right to make derivative works. Paragraph A does apply, however, to any Works that are derivative of Pre-existing works.

C. The Contractor warrants that is has full power and authority to transfer the rights granted by this Contract to the University.

D. Title and all rights and privileges to all graphics and material provided to the Contractor by the University in connection with this Contract remain the exclusive property of the University of Florida. The Contractor does not receive any title, rights, or privileges in those graphics or materials. The University grants to the Contractor a limited license in those graphics or materials only for the purpose of carrying out the Contractor’s obligations under this Contract.

6.28 Labor Disputes

Successful Vendor shall give prompt notice to the University of any actual or potential labor dispute which delays or may delay performance of the Agreement.

6.29 Laws and Regulations

Successful Vendors are solely responsible for keeping themselves fully informed of and faithfully observing all laws, ordinances, and regulations and shall protect and indemnify the University, its officers and agents against any claims of liability arising from or based on any violation thereof.

6.30 No Replacement of Defective Tender

Every tender of goods must fully comply with all provisions of the Agreement as to time of delivery, quantity, and the like. If a tender is made which does not fully conform, this shall constitute a breach and Successful Vendor shall not have the right to substitute a conforming tender.

6.31 No Waiver of Right by the University

No waiver by University of any breach of the provisions of the Agreement by the Successful Vendor shall in any way be construed to be a waiver of any future breach or bar the University’s right to insist on strict performance of the provisions of the Agreement.

6.32 Notice to Vendors of Asbestos-Containing Materials in University Buildings

Asbestos containing materials (ACM) can be found in almost any building in the United States more than 10 years old. The University of Florida is no exception. The types of asbestos most commonly found are pipe and boiler insulation, fireproofing, hard panels known as "Transite", floor tile, and spray or trowel-applied ceiling finishes. ACM is generally not hazardous if left undisturbed.

The University has implemented an Asbestos Program to assure safe management and removal of ACM. Vendors, consultants, and other’s providing service to the University may encounter ACM and must, therefore, comply with the following instructions:

A. Avoid disturbing suspected ACM. Exercise caution and watch for possible ACM.

B. If it is necessary to disturb ACM, first notify the appropriate Division Asbestos Representative listed in this notice, or the University of Florida Asbestos Coordinator, before proceeding with your work. You shall take whatever precautions are necessary to protect humans' health and the environment, and comply with all applicable Federal, State, and Local laws pertaining to asbestos.

C. If you require additional information on possible locations of ACM in a particular building, contact the Asbestos Representative from the Division for which you are working.

Division	Asbestos Representative	Telephone
Physical Plant	Assoc. Dir. Physical Plant	(352) 392-7793
Health Center	Asst. Dir. Health Ctr Physical Plant	(352) 392-4417
Housing	Housing Maintenance Superintendent	(352) 392-2161
Reitz Union	Maintenance Superintendent	(352) 392-1614
IFAS	Engineer	(352) 392-6488

6.33 Parking and Identification Badges.

The Successful Vendor shall obtain all parking permits and/or decals that may be required while performing project work on University premises. The Successful Vendor should review Contractor and Vendor Parking information from Transportation and Parking Services located at the following link: http://www.parking.ufl.edu/pages/contractorvendordecal.asp

6.34 Payment and Processing Terms

The University's obligation is payable only and solely from funds appropriated for the purpose of the Agreement. Unless otherwise stated herein, the payment terms for the Agreement are Net 30 days. VENDOR OMBUDSMAN: The University's vendor ombudsman whose duties include acting as an advocate for vendors may be experiencing problems in obtaining payment(s) from the University may be contacted at 352-392-1241.

All invoices for payment should be submitted to the University of Florida via:
eMail:

eMail .pdf or .tif file to ufl@invoices.corcentric.com
The file must be attached to the email and not embedded within the email.
There can be multiple files per email but each file should only contain one invoice.

6.35 Discount Adjustment

Pricing shall consist of a General discount of 3% off list price for all PerkinElmer catalog products categories guaranteed for the term of the contract however, the General Discount does not apply to any part numbers covering installations or trainings. The Reagent Pricing Agreement is applicable to all entities but the University Benefit Program Discounts are for Degree Granting Universities and institutions only. Items not included in this contract are NEO or DIA product lines. Pricing will be reviewed once a year for accuracy with current price list that renew annually. These are minimums offered at the discretion of Sales Management at PerkinElmer

6.36 Prior Course of Dealings

No trade usage, prior course of dealings, or course of performance under other agreements shall be a part of any agreement resulting from this ITN; nor shall such trade usage, prior course of dealing, or course of performance be used in the interpretation or construction of such resulting agreement.

6.37 Intentionally Blank

N/A

6.38 Public Entity Crime

A person or affiliate who has been placed on the convicted list by the Department of Management Services, State of Florida, may not submit a proposal on a contract to provide any goods or services, including construction, repairs, or leases and may not be awarded or perform work as a Vendor, supplier, subcontractor, or consultant for the University of Florida for a period of 36 months from the date of being placed on the convicted list, a "person" or "affiliate" includes any natural person or any entity, including predecessor or successor entities or any entity under the control of any natural person who is active in its management and who has been convicted of a public entity crime (Rule 6C1-3.020 FAC).

6.39 Public Records

All proposal information submitted and opened becomes subject to the Public Records Law set forth in Chapter 119 F.S.

Any resulting Agreement may be unilaterally canceled for refusal by the vendor to allow public access to all documents, papers, letters, or other materials made or received by the Successful Vendor in conjunction with the Agreement and subject to the provisions of Chapter 119. F.S.

6.40 Referencing of Orders

For each order issued against an agreement resulting hereunder, the University intends in good faith to reference this ITN for pricing, terms and conditions, delivery location, and other particulars. However, in the event the University fails to do so, the University's right to such terms and conditions, and particulars shall not be affected, and no liability of any kind or amount shall accrue to the University.

6.41 Remedies and Applicable Law

The Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflict of laws) and the rule and regulations of the Florida Board of Governors and the University. University and Successful Vendor shall have all remedies afforded each by said law. The venue in any action or litigation commenced to enforce the Agreement shall be instituted in Gainesville, Florida.

6.42 Right of Inspection

University shall have the right to inspect the goods at delivery before accepting them.

6.43 Right of Offset

The University shall be entitled to offset against any sums due the Successful Vendor, any expenses or costs incurred by the University, or damages assessed by the University concerning the Successful Vendor's non-conforming performance or failure to perform the Agreement, or any other debt owing the University, including expenses, costs and damages described in the termination provisions contained herein.

6.44 Shipment Under Reservation Prohibited

Successful Vendor is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of the goods.

6.45 Specifications: Brand Name or Acceptable Alternate

Where in these specifications reference is made to materials, trade names, catalog numbers or articles of certain manufacture, it is done for the sole purpose of establishing a basis of a comparable standard of quality, performance, characteristics desired and is not intended to limit or restrict competition. It shall be understood that such method of specification description is not intended to exclude other processes, similar designs, or kinds of materials, but is intended solely as a means of establishing a standard of comparison to be utilized for solicitation evaluation purposes. Other material or product may be used, if in the sole opinion of the University, they are equal in durability, quality and of a design in harmony with the intent of these specifications. Such other material or product which is substantially equivalent to those specific brand(s) specified shall qualify for solicitation evaluation and award consideration by the University. The University reserves the right to reject any substitute material or product which, in its opinion, does not meet the standard of quality established by reference in these specifications and is not considered an acceptable alternate for the intended use and purpose. The burden of proof as to meeting the requirements of these specifications shall be the responsibility of the submitting vendor. Such proposer(s) who is offering any material or product other than the item(s) specified herein must submit with their solicitation response catalog cuts and detailed specifications which will completely describe the item(s) on which they are offering for an acceptable alternate determination by the University. Where the proposer proposes to substitute a material or product which is not known to the University, he/she shall be prepared to submit samples on request for the University's inspection and evaluation. The cost of transportation, both ways, of such samples shall be borne by the submitting proposer.

6.46 Successful Vendor to Package Goods

Successful Vendor will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Successful Vendor's name and address; (b) Consignee's name, address and purchase order number; (c) Container number and total number of containers, e.g. box 1 of 4 boxes and (d) the number of the container bearing the packing slip. Successful Vendor shall bear cost of packaging unless otherwise provided.

6.47 Termination

6.47.1 Convenience

Either party reserves the right to terminate the Agreement in whole or part at any time with 90 days written notice without penalty or cause. Upon receipt of the written notice, the Successful Vendor shall promptly stop all work as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the University. In the event of termination under this provision, and with written request by the University, all documents, data and reports prepared by the Successful Vendor under the Agreement specific for University shall become the property of and delivered to the University. The Successful Vendor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of termination. Such compensation shall be the Successful Vendor's sole remedy against the University in the event of termination under this provision.

6.47.2 Default

The University reserves the right to terminate the Agreement in whole or in part due to the failure of the Successful Vendor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory

progress in performing the Agreement. The University shall provide written notice of the termination and the reasons for it to the Successful Vendor. Upon termination under this provision, all goods, materials, documents, data and reports prepared by the Successful Vendor under the Agreement shall become the property of and be delivered to the University on demand. The University may, upon termination of the Agreement, procure, on terms and in the manner that it deems appropriate, materials, or services to replace those under the Agreement.

6.47.3 Gratuities

The University may, by written notice to the Successful Vendor, cancel the Agreement if it is discovered by the University that gratuities, in the form of entertainment, gifts or other, were offered or given by the Successful Vendor, or any agent or representative of the Successful Vendor, to any officer or employee of the University with a view toward securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such Agreement. In the event the Agreement is canceled by the University pursuant to this provision, University shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Successful Vendor in providing such gratuities.

6.47.4 Insolvency

The University shall have the right to terminate the Agreement at any time in the event Successful Vendor files a petition in bankruptcy; or is adjudicated bankrupt; or if a petition in bankruptcy is filed against Successful Vendor and not discharged within thirty (30) days; of if Successful Vendor becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; of if a receiver is appointed for Successful Vendor or its business.

6.47.5 Lack of Funds

The Agreement may be canceled without further obligation on the part of the University of Florida in the event that sufficient appropriated funding is unavailable to assure full performance of the terms. The Successful Vendor shall be notified in writing of such non-appropriation as soon as reasonably possible. No penalty shall accrue to the University in the event this cancellation provision is exercised. This cancellation provision shall not be construed so as to permit the University to terminate the Agreement in order to acquire similar equipment, material, supplies or services from another party.

6.47.6 Stop Work Order

The University may at any time, by written order to the Successful vendor, require the Successful Vendor to stop all or any part of the work called for by the Agreement for a period of ninety (90) days after the order is delivered to the Successful Vendor, and for any further period to which the parties may agree. The order shall be specifically identified as a Stop Work Order issued under this provision. Upon receipt of the order, the Successful Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incidence of costs allocable to the work covered by the order during the period of work stoppage. If a Stop Work Order issued under this provision is canceled or the period of the order or any extension expires, the Successful Vendor shall resume work. The University shall make an equitable adjustment in the delivery schedule or Agreement price, or both, and the Agreement shall be amended in writing accordingly.

6.47.7 Suspension or Debarment

The University may by written notice to the Successful Vendor immediately terminate the Agreement if the University determines that the Successful Vendor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but limited to, being disapproved as a subcontractor Vendor of any public procurement unit or other governmental body.

6.47.8 Continuation of Performance Through Termination

The Successful Vendor shall continue to perform, in accordance with the requirements of Agreement, up to the date of termination, as directed in the termination notice.

6.48 Title and Risk of Loss

The title and risk of loss of the goods and equipment shall not pass to University until University actually receives the goods and equipment at the point or points of delivery.

6.49 Warranties

Successful Vendor warrants that the goods furnished will conform to the manufacturer's specifications, and descriptions listed herein or in catalogs, furnished by the Successful Vendor. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

a) Instruments
   i) Warranty.

      (1) Vendor warrants to Buyer that the Products sold to University are, at the time of shipment to University from Vendor, free from defects in materials and workmanship.
      (2) This warranty shall be valid for a period of 90 days from the date of delivery to University, unless a different period is specified herein, or in Vendor's applicable price list in which case such specified period shall apply. Notwithstanding anything to the contrary contained herein, the warranty period for data processing equipment, including data storage devices, processors, printers, terminals, communication interfaces, tape drives and all similar devices, is in all cases limited to ninety (90) days from the date of delivery to University.
      (3) Except in the case of an authorized distributor of Vendor, authorized in writing by Vendor to extend this warranty to distributor's customers, the warranty herein applies only to University as the original purchaser from Vendor and may not be assigned, sold or otherwise transferred to any third party.
      (4) As University's sole and exclusive remedy under this warranty, Vendor agrees either to repair or replace, at Vendor's sole option, any part or parts of such Products which, under proper and normal conditions of use, prove(s) to be defective within the applicable warranty period. Alternatively, Vendor may at any time, in its sole discretion, elect to discharge its warranty obligation hereunder by accepting the return of any defective Product pursuant to the terms set forth herein and refunding the purchase price paid by University.

   ii) Exclusions and Limitations.

      (1) It is recognized that some parts by their nature may not function for the warranty period applicable to the Product. Therefore, expressly excluded from the warranty herein are chromatography columns, filaments, energy sources, lamps, power amplifier tubes, graphite tubes, sample cell holders, burner and furnace chambers, nebulizers, and other similar parts referenced in the Product's applicable operating manual.
      (2) The warranty herein excludes any equipment or accessories which are identified on applicable price lists, quotations, special promotional materials, or on the face hereof, for

which this limited warranty may be further limited. Included within this category are items produced by third party manufacturers (as to which Vendor passes to University the warranty it has been provided by the manufacturer) and items which are sold at specially reduced prices with reduced warranty protection (in some cases, extended warranty protection may be available at an increased price).

(3) This warranty does not cover loss, damage, or defects resulting from: transportation to the University's facility, improper or inadequate maintenance by University, University-supplied software or interfacing, unauthorized modification or misuse, operation outside of the environmental specifications for the Product or improper site preparation or maintenance

(4) No warranty is made with respect to used, reconstructed, refurbished or previously owned Products, which will be so marked on the face hereof and, unless otherwise indicated on the face hereof, shall be sold "As Is."

(5) The warranty herein applies only to Products within the country of original delivery. Products transferred outside the country of original delivery, either by Vendor at the direction of University or by University's actions subsequent to delivery, may be subject to additional charges prior to warranty repair or replacement of such Products based on the actual location of such Products and Vendor's warranty and/or service surcharges for such location(s).

iii) Place of Service. Except when otherwise provided in Vendor's current applicable price list, Vendor shall use reasonable efforts to perform all warranty services hereunder at University's facility, as soon as reasonably practicable after notification by University of a possible defect.

iv) Software and Firmware Products. The sole and exclusive warranty applicable to software and firmware products provided by Vendor for use with a processor is as follows: Vendor warrants that such software and firmware will conform to Vendor's program manuals current at the time of shipment to University when properly installed on the processor, provided, however, that Vendor does not warrant that the operation of the processor or software or firmware will be uninterrupted or error-free.

b) Reagents –

i) Seller warrants, at the time of shipment, the products are: (a) free from defects, in materials and workmanship and (b) conform to specifications that accompany the products.

ii) Customer shall notify of any breach of warranty within 30 days of receipt of order, and no claim shall be honored if the customer fails to notify Seller within the 30 day period.

c) DISCLAIMER AND EXCLUSION OF OTHER WARRANTIES - **VENDOR MAKES NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, DESIGN AND FITNESS FOR A PARTICULAR PURPOSE.**

Exclusive Remedies. TO THE FULLEST EXTENT ALLOWED BY LAW, IN NO EVENT SHALL PERKINELMER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT, THE SERVICES PROVIDED OR OTHERWISE, EVEN IF PERKINELMER IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING AND EXCEPT TO FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PERKINELMER'S LIABILITY IN CONNECTION WITH THIS AGREEMENT, THE SERVICES PROVIDED OR OTHERWISE SHALL NOT EXCEED, AND BUYER'S EXCLUSIVE REMEDY IN ANY EVENT SHALL BE LIMITED TO, THREE TIMES THE AMOUNT ACTUALLY PAID BY BUYER FOR THE UNDERLYING SERVICE. Each party to this Agreement agrees to be fully responsible for its acts or omissions, or its agents' acts or omissions when acting within the scope of employment or agency, and agrees subject to the limitation of liability in this limitation of liability section hereof to be liable for any damage resulting from said acts or omissions. Nothing in the Agreement is intended to serve as a waiver of sovereign immunity by The University of Florida Board of Trustees, the University of Florida and/or the Florida Board of Governors. Nothing in the Agreement shall be construed as consent by a state agency, public body corporate, or political

subdivision of the State of Florida to be sued in any matter arising out of any contract by any party or parties.

6.50 Payment Card Industry Data Security Standard.

For e-commerce business and/or credit card transactions, Proposer agrees to be bound by the requirements and terms of the Rules of all applicable Card Associations, as amended from time to time, and be solely responsible for security and maintaining confidentiality of Card transactions processed by means of electronic commerce up to the point of receipt of such transactions by Bank.

Proposer is required to be in compliance with the requisites of the SAS 70 and/or Payment card Industry Data Security Standard and provide written attestation of compliance annually.

PerkinElmer Health Sciences, Inc. ("PerkinElmer") – and University of Florida ITN15NH-115 Service Agreement Terms and Conditions

1. TERMS OF AGREEMENT: These Service Agreement Terms and Conditions (this "Agreement") shall govern all orders for and purchases of services and parts under a PerkinElmer Service Plan ("Services") and shall prevail over any pre-printed, standard or other terms set forth in Buyer's purchase order or any other document not signed by an authorized representative of PerkinElmer, which are hereby rejected and shall be void. Buyer's submission of a purchase order or other instrument regarding the purchase of Services in response to PerkinElmer's quotation or any other PerkinElmer document that includes or incorporates these terms shall be deemed acceptance of these terms to the exclusion of any other terms and conditions appearing in or referenced in such purchase order or other instrument.

2. REASONABLE EFFORTS: PerkinElmer will use reasonable efforts under the circumstances to provide Services as quickly as possible. The Services will be scheduled at a time mutually agreed upon by PerkinElmer and the Buyer. Parts and components replaced or otherwise utilized in the repair of the instrument may be either new or refurbished at the discretion of PerkinElmer.

3. TERM; TERMINATION: PerkinElmer may accept or reject at its discretion a purchase order for Services. Unless otherwise expressly stated by PerkinElmer in writing or under the terms of the purchased Service Plan, the initial term of a Service Plan and this Agreement is one year, commencing on the date designated by PerkinElmer in its quotation or otherwise specified to Buyer. A Service Plan may be terminated by either party upon at least thirty (30) days written notice to the other party. If Buyer is past due with respect to any invoices related to the account with PerkinElmer, PerkinElmer may, upon written notice to Buyer, suspend Services, demand payment for the balance due under this Agreement, and/or terminate this Agreement. In connection with a termination for convenience by Buyer, Buyer's total payment obligation to PerkinElmer under this Agreement shall be the total price of Services actually performed and expenses actually incurred in servicing the covered equipment under the Service Plan.

4. PAYMENT: Payment is due by Buyer NET 30 upon receipt of invoice. Unless installment payment terms are agreed in writing by PerkinElmer and Supplier, Buyer shall deliver payment in full to the address set forth in PerkinElmer's invoice. Invoices not paid timely are subject to the lesser of fifteen percent (15%) per annum or the maximum prevailing legal interest rate allowed applicable Florida state statute calculated from date of delinquency through the date payment is made in full.

5.WARRANTY; LIMITATION OF LIABILITY: PerkinElmer warrants that it will provide Services at least in accordance with generally accepted standards prevailing in the instrument repair industry, at the time and place performed. Warranty claims must be made within 90 days after Services are performed. **PERKINELMER MAKES NO OTHER WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY WITH RESPECT TO ITS SERVICES, WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED. PERKINELMER'S SOLE LIABILITY AND RESPONSIBILITY UNDER THIS AGREEMENT FOR BREACH OF WARRANTY IS RE-PERFORMANCE OF THE SERVICES WITHIN A REASONABLE TIME OR RETURN OF THE FEE PAID FOR THE DEFECTIVE SERVICES, AT PERKINELMER'S OPTION. THESE ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY BREACH OF WARRANTY. TO THE FULLEST EXTENT ALLOWED BY LAW, IN NO EVENT SHALL PERKINELMER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT, THE SERVICES PROVIDED OR OTHERWISE, EVEN IF PERKINELMER IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING AND EXCEPT TO FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PERKINELMER'S LIABILITY IN CONNECTION WITH THIS AGREEMENT, THE SERVICES PROVIDED OR OTHERWISE SHALL NOT EXCEED, AND BUYER'S EXCLUSIVE REMEDY IN ANY EVENT SHALL BE LIMITED TO, THREE TIMES THE AMOUNT ACTUALLY PAID BY BUYER FOR THE UNDERLYING SERVICE PLAN.** EACH PARTY TO THIS AGREEMENT AGREES TO BE FULLY RESPONSIBLE FOR ITS ACTS OR OMISSIONS, OR ITS AGENTS' ACTS OR OMISSIONS WHEN ACTING WITHIN THE SCOPE OF EMPLOYMENT OR AGENCY, AND AGREES, SUBJECT TO LIMITATION OF LIABILITY IN THIS SECTION HEREOF, TO BE LIABLE FOR ANY DAMAGE RESULTING FROM SAID ACTS OR OMISSIONS. NOTHING IN THE AGREEMENT IS INTENDED TO SERVE AS A WAIVER OF SOVEREIGN IMMUNITY BY THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES, THE UNIVERSITY OF FLORIDA AND/OR THE FLORIDA BOARD OF GOVERNORS. NOTHING IN THE AGREEMENT SHALL BE CONSTRUED AS CONSENT BY A STATE AGENCY, PUBLIC BODY CORPORATE, OR POLITICAL SUBDIVISION OF THE STATE OF FLORIDA TO BE SUED IN ANY MATTER ARISING OUT OF ANY CONTRACT BY ANY PARTY OR PARTIES.

5. EXCLUSIONS: Service Plans do not include software or firmware upgrades, except where specifically included in PerkinElmer's quotation, and do not include replacement of parts, costs or repairs for defects or damages arising from or in connection with (a) abuse, misuse, mishandling, improper or inadequate maintenance, or failure to operate equipment in accordance with applicable specifications or instructions; (b) causes beyond PerkinElmer's reasonable control, including, without limitation, acts of God, power surges or failure, failure or interruption in communication lines, or corrosive Buyer samples; (c) installation of software or interfacing, or use in combination with software or products, not supplied or authorized by PerkinElmer; or (d) electrical work, transportation, modification, relocation, deinstallation, reinstallation, repair or service, performed by Buyer or by persons other than PerkinElmer authorized personnel. Further, parts in contact with any liquid, including but not limited to, seals, filters, gaskets, valves, syringes, tubing, tips, etc., are considered wetted and shall be deemed user replaceable and not covered by any Service Plan, unless otherwise stated in PerkinElmer's quotation.

6. CONSUMABLES: The cost of consumables supplied by PerkinElmer in performing the Services are the responsibility of Buyer unless otherwise stated in PerkinElmer's quotation. Consumables include PerkinElmer's usual and customary parts, supplies and other items which are expendable by their nature or intended use, and those which are listed in the applicable instrument user's manual.

7. INSTRUMENT RECERTIFICATION: PerkinElmer may require instrument recertification on a time and materials basis as a condition to performing Services if an instrument has not been under warranty or a service plan immediately prior to the time of Services.

8. TRAINING; INSTRUMENT RELOCATION: Service Plans do not include Buyer training or services related to the relocation of instruments unless otherwise specifically stated in writing by PerkinElmer in any particular case.

9. ASSIGNMENT: Neither this Agreement nor any Service Plan is assignable or otherwise transferable by Buyer.

10. AMENDMENT; ENTIRE AGREEMENT: No amendment or modification of this Agreement shall be binding unless in writing and signed by an authorized representative of both PerkinElmer and Buyer. This Agreement, together with PerkinElmer's quotation regarding the Service Plan(s) or other services subject to these terms and conditions, and PerkinElmer's description of the Services provided under the Service Plan purchased by Buyer, represents the entire agreement between the parties with respect to the subject matter herein.

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/6/2018

REQUESTED ACTION BY COMMISSION: Approve increase of Purchase Order 151103 - Task Order # U-2B-01 issued to AECOM in the amount of $17,834.00 for engineering consulting services to support the implementation of the NE 20th Avenue Drainage Improvement project, this will revise the amount of task order from $84,969 to $102,803.

EXPLANATION OF REQUEST:
Boynton Beach (Utilities) utilizes continuous engineering contracts for preforming some of our stormwater CIP design, bid and construction administration services. AECOM is providing these services for the NE 20th Avenue Drainage Improvement Project (awarded in May 2015).

This funding increase request is for services provided by AECOM as requested by the City for the additional design of sanitary sewer system segments, supplemental drawings and engineering construction inspection services up to the completion of project implementation.

The original Task Order # U-2B-01 issued to AECOM was for $84,969 for design and services during construction. With this proposed increase of $17,834, the total contract amount will be $102,803.

This task order/contract has been open for more than 2 years. The increase is due to the following:

- Toward the end of the design process, the City requested AECOM to extend the new drainage system. Also added, was upgrading of three sections of sanitary gravity lines.
- The additional design was completed, and the bid and construction services were on hold for almost a year due to conflicting priorities.
- In addition, the construction has been progressing beyond the period anticipated under the original task order/contract (94-day time extension) which increased AECOM's involvement in the project.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? Approval for increase amount of Purchase Order 151103 will allow for uninterrupted engineering support services for the construction of the NE 20th Avenue Drainage Improvements project.

FISCAL IMPACT: Non-budgeted Funding is available the Utility CIP budget
Impacted accounts: 403-5000-538-65-09 STM 029.

ALTERNATIVES:
None. This additional engineering services are needed to support the completion of project construction underway, This will also allow AECOM to provide engineering certifications once the construction project is complete.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

CONTRACTS

VENDOR NAME: AECOM

START DATE: 7/15/2015

END DATE: 4/30/2018

CONTRACT VALUE: $17,834

MINORITY OWNED CONTRACTOR?: No

EXTENSION AVAILABLE?: Yes

EXTENSION EXPLANATION:

This engineering construction services are contingent to completion of project implementation.

ATTACHMENTS:

Type	Description
Addendum	Consultant Proposal

AECOM
800 Douglas Road Entrance
Second Floor, North Tower
Coral Gables, Florida 33134
www.aecom.com

305 444 4691 tel
305 447 3580 fax

January 4, 2018

Ms. Angela Prymas, PE
Senior Engineer
City of Boynton Beach – Utilities Department
124 East Woolbright Road
Boynton Beach, Florida 33435

Subject: Additional Funding Request Proposal
NE 20th Avenue Drainage Improvement Project
Task Order #U-2B-01

Dear Ms. Prymas:

We are respectfully requesting additional funding for the subject project. Our request is based on additional services requested by the City such as design of sanitary sewer system segments, supplemental drawings, inspection services, and an anticipated contractor substantial completion date of February 23, 2018.

The amount requested is $17,834. A Summary of Fees is attached. The additional services are as follows.

Task 3.1 Management

We are requesting funding to provide for project management services consisting of contract administration, coordination of project staff, monitoring of progress and project costs.

Task 3.2 Technical Services

Our original proposal budgeted a total of 36 hours for inspections at key points during project construction to certify our portion of the work. We are requesting funding for on site inspections regarding the sanitary sewer, and for an Engineer on site for an average of 4 hours per week for duration of eight weeks to substantial completion.

Task 3.3 Submittals (RFIs)

At the city's request, we have provided for sanitary sewer replacement. This includes designing sewer elements and producing supplemental drawings for clarification.

AECOM

During the course of the project, there have been instances where there have been requests for information and clarifications on final pipe, structure, swale, and tree/hedge placement based on unanticipated field conditions as to further minimize neighborhood impacts. We anticipate these instances will continue through substantial completion. The requested funding includes responding to RFIs as such and providing supplementary drawings for resolution.

We appreciated your consideration of our request. Please contact Jim Penkosky at (561) 862-1106 or (954) 410-9677 should you have any questions or comments.

Sincerely,
AECOM Technical Services, Inc.

Mark Abbott, PG
Vice President

cc: Jim Penkosky, PE – AECOM

CITY OF BOYNTON BEACH
NE 20th Avenue Drainage Improvement Project - Design, Bid, and Construction Services
ATTACHMENT - summary of fees

LABOR CATEGORY	HOURLY RATE	TASK Designations 3.1 Hours	3.1 Rt x Hrs	3.2 Hours	3.2 Rt x Hrs	3.3 Hours	3.3 Rt x Hrs	3.4 Hours	3.4 Rt x Hrs	3.5 Hours	3.5 Rt x Hrs	3.6 Hours	3.6 Rt x Hrs	TOTAL HOURS	TOTAL FEES
Consulting/Engineering:															
Proj. Dir., Principal	$230		$0		$0		$0		$0		$0		$0	**0**	$0
Project Manager (QA/QC)	$172		$0		$0		$0		$0		$0		$0	**0**	$0
Senior Project Manager	$206	6	$1,236		$0	20	$4,120		$0		$0		$0	**26**	$5,356
Senior Engineer	$155		$0		$0		$0		$0		$0		$0	**0**	$0
Project Engineer	$130		$0		$0	36	$4,680		$0		$0		$0	**36**	$4,680
Engineer	$115		$0	48	$5,520		$0		$0		$0		$0	**48**	$5,520
Technical Services:															
Senior CADD Technician	$113		$0		$0		$0		$0		$0		$0	**0**	$0
CADD Technician	$102		$0		$0	16	$1,632		$0		$0		$0	**16**	$1,632
Construction Manager	$145		$0		$0		$0		$0		$0		$0	**0**	$0
Project Support Services:															
Administrative Support	$71		$0		$0	6	$426		$0		$0		$0	**6**	$426
TOTAL PERSONNEL		**6**	**$1,236**	**48**	**$5,520**	**78**	**$10,858**	**0**	**$0**	**0**	**$0**	**0**	**$0**	**132**	**$17,614**
Direct Costs:															
Civil Services (geotech)	cost		$0		$0		$0		$0		$0		$0		$0
Engenuity (survey)	cost		$0		$0		$0		$0		$0		$0		$0
ODCs	cost		$0		$100		$100		$0		$0		$0		$200
ODC/Sub mark-up	10%		$0		$10		$10		$0		$0		$0		$20
TOTAL DIRECT COSTS			**$0**		**$110**		**$110**		**$0**		**$0**		**$0**		**$220**
T O T A L			**$1,236**		**$5,630**		**$10,968**		**$0**		**$0**		**$0**		**$17,834**

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/6/2018

REQUESTED ACTION BY COMMISSION: Approve the purchase of infraMAP NOW software through a sole source from iWater, Inc. of Irvine, CA for a cost of $48,000.

EXPLANATION OF REQUEST: The Utilities Department has been utilizing an outdated version of infraMAP software that required installation on a desktop or laptop in order for field crews to retrieve asset information from the field and sync, via Ethernet connection, to the utility GIS system. InfraMAP NOW is an updated version browser-based product that is installed on utility servers and linked with the GIS date. It is accessible through an internet web browser. InfraMAP NOW software provides a more cost efficient way to manage assets in the field and meet the increased demands for timely and accurate information. This also includes up to 5 days of training for all the users.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

- InfraMAP NOW will enable the Utility to collect, update, and inspect valuable assets, such as, fire hydrants, water and wastewater collections systems mains and valves, backflow devices, etc. in real-time. Real-time capability provides an advantage for Utility managers and supervisors to see immediate results from field staff, which increases the accuracy of problem solving.
- Currently the Utility has three licenses for use with the current version of the software is in use on laptops. InfraMAP NOW will provide licenses up to 20 users through a browser connection and will include the Fire Department. This license will allow the Fire Department to see real-time information concerning the status of fire hydrants and the water distribution system as it pertains to fire suppression and prevention.

The data accumulated from the field and that is input into infraMAP NOW will also be used for the Utility asset management systems, hydraulic modelling and day to day locating functions.

FISCAL IMPACT: Budgeted
Funding of the $48,000 is budgeted in the following accounts:

Software cost account 401-2821-536-64.14, licensing portion will be charged to 401-2821-536-46.91.

ALTERNATIVES:
The City could continue with the current version of infraMAP and purchase additional licenses. This will be a more cumbersome method of data collection and will lose the benefit of almost real time data availability. This will be felt most in addressing of water main breaks and fire hydrant testing and maintenance.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Addendum	iWater Software quote
🗋	Addendum	iWater Sole Source

iWater, Inc.
12 Goodyear, Suite 130
Irvine, CA 92618-3747
Office: 949-768-4549
Fax: 949-768-4155
CA Contractor # A783766 PWCR # 1000025164

Estimate

DATE	ESTIMATE #
1/16/2018	208079

Estimate pricing valid for 30 days.

Prepared For

City of Boynton Beach
Attn: Accounts Payable
124 E Woolbright Rd.
Boynton Beach, FL 33435

Service Area

City of Boynton Beach
Attn: Tremaine Johnson
124 E Woolbright Rd.
Boynton Beach, FL 33435

Visit us anytime online at www.iWater.org

Rep	Terms	Project
DR	Net 30	

ITEM	DESCRIPTION	QTY	COST	TOTAL:
NOW	infraMAP NOW is a browser based product that is installed at customer requested location. - Includes infraMAP NOW Software and Installation. - No software needs to be installed on client's computers.	1	20,000.00	20,000.00
20 NOW Users	infraMAP NOW Secure user licenses up to 20 per site. - Annual cost includes software updates, access to Help Desk and Internet support. - Price is $900 per user.	1	18,000.00	18,000.00
Training, infraM...	Training for infraMAP Software. Price is per day. (Minimum 2 days.)	5	2,000.00	10,000.00
			TOTAL:	$48,000.00

**THIS ESTIMATE DOES NOT INCLUDE ANY INSURANCE ENDORSEMENTS. CUSTOMER MUST REQUEST TO BE LISTED AS PRIMARY INSURED AND PAY ADDITIONAL CHARGES FOR EACH WAIVER OF SUBROGATION.*

NOTE: A 1-1/2% per month service charge (18% per annum) will be assessed on past due invoices.

1/16/2018

Re: Software – infraMAP® for iWater, Inc.

To whom it may concern,

iWater, Inc. is the sole source of infraMAP® software and represents the complete line of iWater software products which include infraMAP Field®, infraMAP NOW®, infraMAP Standard®, infraMAP Manager® and infraMAP PLUS®. iWater provides these products in the United States and Canada.

All infraMAP software creation, development, copyright and ownership is solely the property of iWater, Inc.

Respectfully,

Don Rhodes
President
iWater, Inc.

12 Goodyear, Suite 130, Irvine, CA 92618
Telephone: (949) 768-4549 Fax: (949) 768-4155

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/6/2018

REQUESTED ACTION BY COMMISSION: Authorize the purchase of a Grand LX Valve Maintenance trailer from manufactured by E.H. Wachs in Lincolnshire, IL for a cost of $61,337.50 as a sole source vendor.

EXPLANATION OF REQUEST:
The Utilities' Department maintains a water distribution system consisting of several hundred miles of pipelines and in excess of 20,000 valves. In addition there is a lesser number of wastewater force mains with isolation valves. Most of the water main and wastewater collection valves are located in heavy traffic area and those on larger diameter pipes require a lot of turns to operate. The Utility is required to routinely inspect, exercise, and clean these valves. The requested equipment is specifically designed for this purpose.

It will provide a safer method of operating these valves minimizing the need for staff members to work in traffic areas to perform preventative maintenance. In addition this will reduce the man hours needed to perform this task.

The equipment is uniquely designed to work together with our iWater software so that all the information gathered on the valves is made available in our GIS system. This is a more efficient replacement to our existing valve maintenance vehicle. It will be towed to site by existing Utility general purpose vehicles.

E.H. Wachs is the only supplier of this equipment which is designed to work directly with our iWater software. The unit has a number of related patents held by the manufacturer which would prevent anyone building an alternative

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? The City of Boynton Beach (City) oversees and maintains several thousand water distribution and wastewater collections system valves. A valve maintenance program is an essential proactive asset management program to identify and prevent deficiencies in both systems. The ability to locate and operate valves in an emergency is imperative to the safety of the community. This equipment provides the opportunity to locate and map all valves in the system using our GPS asset management software and controllers, exercise valves completely, and record pertinent valve information which is then synchronized with our GIS database. This will improve response to main breaks limiting the number of affected customers.

FISCAL IMPACT: Budgeted Funds have been budgeted in operational account: 401-2810-536-64-02

ALTERNATIVES: The utility is required to have a functioning valve maintenance program. We could cease valve maintenance operations using Utility personnel and seek a contract with an external organization.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant?

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Attachment	Wachs Quote
🗋	Addendum	WACHS Sole Source Letter

E.H. WACHS®
A Division of ITW
Superior Equipment. Complete Support.™

Water Utility Products
600 Knightsbridge Pkwy | Lincolnshire IL 60069
T +1 847 537 8800 | F +1 847 520 1147
ehwachs.com

Quotation

TO: **Brandon Mingo**
Assistant Supervisor, Water Distribution
City of Boynton Beach
124 E Woolbright Rd
Boynton Beach, FL 33435

Date:	2/22/2017
Quotation Number:	DW97159
Payment Terms:	Net 30
Shipping Terms:	FOB Destination
Valid Through:	6/23/2018
Estimated Delivery:	8 Weeks ARO

E.H. Wachs is pleased to offer the following quotation.

	Item Number	Description	Qty	U/M	Unit Price (USD)	Line Total (USD)
1	77-000-26	Grand LX (Gas) - VMT (RH): Twin turner valve maintenance trailer; includes Wachs 1,500 Ft/lb (2,040 Nm) TM-7, Wachs 750 Ft/lb (1020 Nm) Extended Reach Valve operators, telescoping valve keys and Wachs ruggedized HC-100 with GPS controller/datalogger. A 27 HP (20 kW) gasoline powered Kohler overhead cam air cooled engine provides ample power for all contained functions, including an auxiliary HTMA Class II circuit; 10 gallon (38 L) reservoir, fan cooled heat exchanger, continuous duty rated for 8 GPM (30.3 LPM) @ 1,800 PSI (125 bar). A positive displacement blower provides 500 CFM (14.2 cmm)-11" (280mm) Hg vacuum, with spoils containment provided by a 250 gallon (950 L) tank with power hydraulic dump (curb side discharge) and latching rear door. Also driven from the common power train is a 2.5 gpm (9.5 LPM) @ 3000 PSI (210 bar) pressure washer system with 7 gallon (26.5 L) anti-freeze tank and 66 gallon (250 L) water tank. Includes 2-1/2" (63.5mm), 1-1/4" (31.75mm) & 7/8" (22mm) suction wands and one each short and long wash-down guns. The LX package bundles the light bar with arrow board, 45' (14 M) auxiliary hydraulic hose reel for operation of hydraulic power tools, Bluetooth tethering modules (installed in ERV-750 & TM-7) for wireless communication between the exerciser and Controller/Data Logger and 24" (61cm) X 18" (46cm) x 18" (46cm) aluminum job box. Domestic destination and freight charges included. Already GPS enabled, however adding option 79-412-01 (Pathfinder Pro 6T) for Submeter accuracy or 79-412-02 (Pathfinder Pro 6H) for Decimeter accuracy. Credit for ERV, HC-100, Bluetooth, Telescoping key 13,657.50 NOTE: CUSTOMER USING OWN ERV	1	EA	61,337.50	61,337.50

Total (USD) **$61,337.50**

Thank you for the opportunity to quote your application needs. If you have any questions or if I may be of any further assistance to you please do not hesitate to notify me.

(SALES TAX!!!!) We collect sales tax in all but the following states: AK, DE, MT, OR and NH. If you are tax exempt please supply your identification number and certificate with your order. If your exempt number is not on file, tax will be added to your order.

Donna Walstrom
Sales / Marketing Coordinator
815-943-4785 X2778
dwalstrom@ehwachs.com

Sales of E.H. Wachs products and services are expressly limited to and made conditional on acceptance of its current Terms and Conditions of Sale, found at www.ehwachs.com ("Terms"). Any additional or different terms are hereby rejected. Commencement of work by E.H. Wachs or acceptance of delivery of products by you constitutes your acceptance of the Terms.

E.H. WACHS®

A Division of ITW

The Valve Maintenance Experts turnvalves.com

Utility Products Division
600 Knightsbridge Parkway I Lincolnshire, Illinois 60069
T: +1.815.943.4785 I F: +1.815.943.5098
866.392.1060

January 10, 2018

This letter serves as a sole source document for the Valve Maintenance Trailer (VMT) & Valve Maintenance Skid (VMS) line of products (including the Hydro-Excavation units) manufactured by E.H. Wachs, Utility Products Division.

The VMT/VMS equipment and accessories are designed, manufactured, assembled and distributed solely by E.H Wachs. The design of this tool is so unique; it has been awarded multiple US patents:

Patent Number 9,523,443 – Position locking system for valve operating machine

Patent Number 9,188,240 – Positioning system for valve operating machine

Patent Number 9,038,667 – Dual arm valve operating machine

Patent Number 8,025,078 - Vehicle mountable arm for valve operating machine

Patent Number 5,937,373 - Method of controlling an underground fluid flow system

Patent Number 5,381,996 - Valve operator

In the domestic US, regional distribution is through direct salesmen or exclusive territory dealers; for your area Hassan Cruz is the only outlet to purchase these products.

To the best of our knowledge, no other vendor manufactures and distributes units with these unique feature sets. Please let me know should you need further details.

Jeff Swiatowy

Jeff Swiatowy
General Manager
Wachs Utility Products

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/6/2018

REQUESTED ACTION BY COMMISSION: PROPOSED RESOLUTION NO. R18-020 - Approve utilizing the General Services Administration (GSA) contract # GS-35F-184BA to enter into a 60-month contract for the purchase of Internet services from Comcast Business Communications, LLC for $640 a month, for a total 60 month cost of $38,400; and authorize the City Manager to sign a Comcast Enterprise Services Sales Order Form.

EXPLANATION OF REQUEST:
Contract Period: February 1, 2014 – January 31, 2019
GSA Schedule 70

As technology has progressed, the City has become more dependent on its connection to the Internet. Currently, the City's Enterprise Resource Planning (ERP) system, Commission Agenda System (NovusAgenda), Human Resources (NeoGov), Fire Rescue - EMS (SafetyPad), Emergency Management (WebEOC), Exchange e-mail, etc. are hosted in the "Cloud". Internet connectivity is required for these software applications to work. The City currently receives Internet connectivity via a fiber optic connection to Palm Beach County. The installation of a redundant Internet connection would help ensure that these important software applications remain available during an Internet outage on the primary Internet circuit.

The General Services Administration (GSA) contract complies with the City of Boynton Beach's competitive bid requirements. The City's purchasing policies allows purchasing from GSA contracts.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
The addition of a redundant Internet connection from a second internet provider will help ensure that City departments will have access to their software applications located in the "Cloud" in the event of Internet outage on the primary Internet circuit.

FISCAL IMPACT: Budgeted
Funding was approved and is available in the I.T.S. Department budget for fiscal year 2017/18 under account number 001-1510-513.41-10 for an amount not to exceed $9,000. The annual cost of the Internet service is $7,680. The remaining $1,320 is for mandatory taxes and fees.

ALTERNATIVES:
The City could issue its own bid request. Staff does not believe that a City bid process would result in a substantially less cost.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Resolution	Resolution approving utilizing the GSA Contract for Internet Connectivity with Comcast
Contract	Comcast 60-Month Contract
Other	GSA Contract Information

RESOLUTION R18-

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE USE OF GENERAL SERVICES ADMINISTRATION (GSA) CONTRACT #GS-35F-184BA TO ENTER INTO A 60 MONTH CONTRACT FOR THE PURCHASE OF INTERNET SERVICES FROM COMCAST BUSINESS COMMUNICATIONS, LLC., FOR $640 PER MONTH FOR A TOTAL COST OF $38,400; AUTHORIZING THE CITY MANAGER TO SIGN A COMCAST ENTERPRISE SERVICES SALE ORDER FORM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has become more dependent on its connection to the internet as technology progresses; and

WHEREAS, the City currently receives internet connectivity via fiber optic connection to Palm Beach County; and

WHEREAS, the installation of a redundant internet connection would help ensure that important software applications used throughout City departments remain available during an internet outage on the primary internet circuit; and

WHEREAS, the City Commission of the City of Boynton Beach upon recommendation of staff, deems it to be in the best interest of the citizens and residents of the City of Boynton Beach to approve utilizing the GSA Contract #GS-35F184BA to enter into a 60 month contract for the purchase of internet services from Comcast Business Communications for a total 60 month cost of $38,400.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. The City Commission of the City of Boynton Beach hereby approves utilizing the GSA Contract #GS-35F184BA to enter into a 60 month contract for the purchase of internet services from Comcast Business Communications for a total 60 month cost of $38,400 and authorizes the City Manager to sign a Comcast Enterprise Services Sales Order Form, a copy of said Proposal is attached hereto and made a part here as Exhibit "A".

Section 3. That this Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this _____ day of _____, 2018.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Justin Katz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Christina L. Romelus	_____	_____
Commissioner – Joe Casello	_____	_____
VOTE	_____	

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

(City Seal)

COMCAST BUSINESS

COMCAST ENTERPRISE SERVICES SALES ORDER FORM

Account Name: CITY OF BOYNTON BEACH-50EDI **MSA ID#:** FL-13303555-DIngb **SO ID#:** FL-13303555-DIngb-10218397

CUSTOMER INFORMATION (for notices)

Primary Contact: Charles Stevens
Title:
Address 1:
Address 2:
City:
State:
Zip:
Allowable Contract Date:
Phone: (561) 742-6079
Cell:
Fax:
Email: stevensc@bbfl.us
Contract Generated Date: 01/05/2018

SUMMARY OF CHARGES (Details on following pages)

Service Term (Months): 60

SUMMARY OF SERVICE CHARGES*

Total Ethernet Monthly Recurring Charges:	$ 640.00
Total Trunk Services Monthly Recurring Charges:	$ 0.00
Total Off-Net Monthly Recurring Charges:	$ 0.00
Total Monthly Recurring Charges (all Services):	**$ 640.00**

SUMMARY OF STANDARD INSTALLATION FEES

Total Ethernet Standard Installation Fees*:	$ 0.00
Total Trunk Services Standard Installation Fees:	$ 0.00
Total Off-Net Standard Installation Fees:	$ 0.00
Total Standard Installation Fees (all Services):	**$ 0.00**

SUMMARY OF CUSTOM INSTALLATION FEES

Total Custom Installation Fee:	**$ 0.00**
Amortized Custom Installation Fee	$ 0.00

SUMMARY OF EQUIPMENT FEES

Total Monthly Recurring Ethernet Equipment Fees:	$ 0.00
Total Monthly Recurring Trunk Services Equipment Fees:	$ 0.00
Total Monthly Recurring Equipment Fees (all Services):	**$ 0.00**

*Note: Charges identified in the Service Order are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, USF fees, surcharges and recoupments (however designated). Please refer to your Comcast Enterprise Services Master Services Agreement (MSA) for specific detail regarding such charges. Customer shall pay Comcast one hundred percent (100%) of the non-amortized Custom Installation Fee prior to the installation of Service.

GENERAL COMMENTS

AGREEMENT

This Comcast Enterprise Services Sales Order Form ("Sales Order") shall be effective upon acceptance by Comcast. This Sales Order is made a part of the Comcast Enterprise Services Master Services Agreement, entered between Comcast and the undersigned and is subject to the Product Specific Attachment for the Service(s) ordered herein, located at http://business.comcast.com/enterprise-terms-of-service/index.aspx, (the "Agreement") . Unless otherwise indicated herein, capitalized words shall have the same meaning as in the Agreement.

E911 NOTICE

Comcast Business Class Trunking Service may have the E911 limitations specified below:

• The National Emergency Number Association (NENA), a 911 industry organization that makes recommendations for standardized services relating to E911, has issued guidelines that state "The PBX owner is responsible for creating customer records, preferably in NENA standard format, that identify caller locations." To facilitate Customer's compliance with these guidelines and with associated state and local requirements related to provision of Automatic Location Information (ALI) for E911 services, Comcast offers two options:

a. Comcast will send to the ALI database or Subscriber Location Database (SLDB) the main billing telephone number and the main address provided by Customer; or

b. Customer may choose to sign up for up to 10 Emergency Location Information Numbers (ELINs) that Customer could assign to zones within Customer's premises that would be separately identified to the E911 call taker. The location information, such as a specific floor, side of a building, or other identifying information, could assist emergency responders to more quickly reach the appropriate location. Customer is solely responsible for programming it's PBX system to map each station to one of these numbers, and for updating the system as necessary to reflect moves or additions of stations within the premises. Comcast will send the assigned ELINs to the ALI or SLDB database, as is appropriate.

• Many jurisdictions require businesses using multi-line telephone systems to program their systems to transmit specific location information for 911 calls. Customer bears sole responsibility to ensure that it identifies and complies with all such requirements. In any event, if Customer does not maintain E911 records in a timely and accurate manner, the E911 call taker may not receive proper location information, and emergency responders may be delayed or even prevented from timely reaching the caller's location.

• Battery Back Up - The Integrated Access Device (IAD) provided by Comcast is not equipped with battery backup. It is Customer's responsibility to ensure adequate back-up power is provided to ensure service continuity during a power outage, as employees would otherwise be unable to use the Services, including dialing 9-1-1, when power is unavailable.

• Calls using the Service, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network/equipment/power failure, or another technical problem.

• All questions should be directed to 1-800-391-3000. E911 Service, Private Branch Exchange, and Direct Inward Dial Service.

By signing below, Customer acknowledges, agrees to and accepts the terms and conditions of this Sales Order.

CUSTOMER USE ONLY (by authorized representative)		COMCAST USE ONLY (by authorized representative)	
Signature:	Signature:	Sales Rep:	David Ingber
Name:	Name:	Sales Rep E-Mail:	david_ingber@comcast.com
Title:	Title:	Region:	Florida
Date:	Date:	Division:	Central

COMCAST BUSINESS

COMCAST ENTERPRISE SERVICES SALES ORDER FORM

ETHERNET SERVICES AND PRICING

Account Name: CITY OF BOYNTON BEACH-50EDI

Date: January 05, 2018

MSA ID#: FL-13303555-DIngb

SO ID#: FL-13303555-DIngb-10218397

Short Description of Service:

Service Term (Months): 60

Solution Charges

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Comcast Metro	Performance Tier**	Tax Jurisdiction	Monthly	One-Time
1	New	Add	EDI-ENI-10100	Port	2080 HIGH RIDGE RD-CITY OF BOYNTON BEACH-50EDI 2080 HIGH RIDGE RD					$ 0.00	$ 0.00
2	New	Add	EDI-50	50 Mbps	2080 HIGH RIDGE RD-CITY OF BOYNTON BEACH-50EDI 2080 HIGH RIDGE RD				Interstate	$ 590.00	$ 0.00
3	New	Add	IPv4 Static Address Block /27 (30)	Static IP Block	2080 HIGH RIDGE RD-CITY OF BOYNTON BEACH-50EDI 2080 HIGH RIDGE RD					$ 50.00	$ 0.00
4	New	Add	EQP FEE	Equipment Fee	2080 HIGH RIDGE RD-CITY OF BOYNTON BEACH-50EDI 2080 HIGH RIDGE RD					$ 0.00	$ 0.00
* Services Location Details attached **Performance Tier Matrix Attached (For On-Net to On-Net or On-Net to Off-Net)						**Total**				Service Charges: $ 640.00 Equipment Fees: $ 0.00	$ 0.00

COMCAST BUSINESS

COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICE LOCATION DETAIL INFORMATION

Account Name: CITY OF BOYNTON BEACH-50EDI **MSA ID#:** FL-13303555-DIngb **SO ID#:** FL-13303555-DIngb-10218397 **Date:** January 05, 2018

Line	Location Name / Site ID	Address 1	Address 2	City	State	Zip Code	DeMarc Location	Extend to DeMarc (Yes/No)	Inside Wiring (Yes/No)	Technical / Local Contact Name	Technical / Local Contact Phone #	Technical / Local Contact Email Address	Technical Contact On Site (Yes/No)	Satellite Location (Y/N)
1	2080 HIGH RIDGE RD-CITY OF BOYNTON BEACH-50EDI	2080 HIGH RIDGE RD		BOYNTON BEACH	FL	33426								No

Comcast Enterprise Services Sales Order Form
Ethernet Transport Services
Performance Tier (PT) Matrix

Metro	PA	CAR	CNM	CGA	CO	ETN	FPA	ATL	BOS	CHI	PHL	HOU	INDP	IND	JAC	MI	MAT	MTN	MN	NAL	NCA	OR	SFL	SCA	STN	SWF	SWT	UT	WA	WNE
Central & Western PA (PA)	PT1	PT3	PT4	PT3	PT3	PT3	PT3	PT2	PT2	PT2	PT2	PT3	PT3	PT2	PT3	PT2	PT2	PT2	PT3	PT3	PT4	PT4	PT3	PT4	PT2	PT3	PT3	PT3	PT4	PT2
Central Arkasas (CAR)	PT3	PT1	PT3	PT2	PT2	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT2	PT3	PT3	PT3
Central New Mexico (CNM)	PT4	PT3	PT1	PT3	PT2	PT4	PT3	PT4	PT4	PT3	PT4	PT3	PT3	PT3	PT4	PT3	PT4	PT4	PT3	PT3	PT3	PT4	PT4	PT3	PT3	PT3	PT3	PT3	PT4	PT4
Coastal Georgia (CGA)	PT3	PT2	PT3	PT1	PT3	PT3	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT4	PT4	PT2	PT4	PT2	PT2	PT2	PT3	PT4	PT3
Colorado (CO)	PT3	PT2	PT2	PT3	PT1	PT4	PT3	PT3	PT3	PT2	PT3	PT2	PT2	PT2	PT3	PT2	PT3	PT3	PT2	PT3	PT2	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3
Eastern Tennessee (ETN)	PT3	PT3	PT4	PT3	PT4	PT1	PT3	PT2	PT4	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT2	PT4	PT4	PT3	PT4	PT2	PT3	PT3	PT4	PT4	PT4
Florida Panhandle (FPA)	PT3	PT3	PT3	PT2	PT3	PT3	PT1	PT2	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT2	PT3	PT4	PT2	PT4	PT2	PT2	PT3	PT3	PT4	PT3
Greater Atlanta (ATL)	PT2	PT2	PT4	PT2	PT3	PT2	PT2	PT 1	PT3	PT2	PT2	PT 2	PT3	PT2	PT2	PT2	PT2	PT2	PT3	PT2	PT3	PT3	PT2	PT3	PT2	PT2	PT2	PT3	PT3	PT3
Greater Boston (BOS)	PT2	PT3	PT4	PT3	PT3	PT4	PT3	PT3	PT1	PT2	PT2	PT3	PT3	PT2	PT3	PT2	PT2	PT3	PT3	PT3	PT4	PT4	PT3	PT4	PT3	PT3	PT3	PT4	PT4	PT2
Greater Chicago (CHI)	PT2	PT3	PT3	PT3	PT2	PT3	PT2	PT2	PT2	PT1	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT2
Greater Phil. & New Jersey (PHL)	PT2	PT3	PT4	PT3	PT3	PT3	PT3	PT2	PT2	PT2	PT1	PT3	PT3	PT2	PT3	PT2	PT2	PT2	PT3	PT3	PT4	PT4	PT3	PT4	PT3	PT3	PT3	PT3	PT4	PT2
Houston (HOU)	PT3	PT2	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT2	PT3	PT1	PT3	PT2	PT2	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3
Independence (INDP)	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT1	PT2	PT3	PT2	PT3	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3
Indiana (IND)	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT2	PT2	PT2	PT2	PT2	PT1	PT2	PT2	PT2	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2
Jacksonville (JAC)	PT3	PT3	PT4	PT2	PT3	PT3	PT2	PT2	PT3	PT2	PT3	PT2	PT3	PT2	PT1	PT3	PT3	PT2	PT3	PT2	PT4	PT4	PT2	PT4	PT3	PT2	PT3	PT3	PT4	PT3
Michigan (MI)	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT2	PT2	PT2	PT3	PT2	PT2	PT3	PT1	PT2	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2
Mid-Atlantic (MAT)	PT2	PT3	PT4	PT3	PT3	PT3	PT3	PT2	PT2	PT2	PT2	PT3	PT3	PT2	PT3	PT2	PT1	PT2	PT3	PT3	PT4	PT4	PT3	PT4	PT3	PT3	PT3	PT3	PT4	PT2
Middle Tennessee (MTN)	PT2	PT2	PT4	PT3	PT3	PT2	PT2	PT2	PT3	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT1	PT2	PT2	PT3	PT3	PT2	PT3	PT2	PT3	PT3	PT3	PT3	PT3
Minnesota (MN)	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT2	PT3	PT2	PT3	PT2	PT1	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3
Northern AL (NAL)	PT3	PT2	PT3	PT2	PT3	PT2	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT1	PT4	PT4	PT3	PT4	PT2	PT2	PT2	PT3	PT4	PT3
Northern CA (NCA)	PT4	PT3	PT3	PT4	PT2	PT4	PT3	PT3	PT4	PT3	PT4	PT3	PT3	PT3	PT4	PT3	PT4	PT3	PT3	PT4	PT1	PT2	PT4	PT2	PT4	PT4	PT3	PT2	PT2	PT4
Oregon & SW Washington (OR)	PT4	PT3	PT4	PT4	PT3	PT4	PT4	PT3	PT4	PT3	PT4	PT3	PT3	PT3	PT4	PT3	PT4	PT3	PT3	PT4	PT2	PT1	PT4	PT2	PT4	PT4	PT3	PT2	PT2	PT4
South Florida (SFL)	PT3	PT3	PT4	PT2	PT3	PT3	PT2	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT3	PT4	PT4	PT1	PT4	PT3	PT2	PT3	PT3	PT4	PT3
Southern California (SCA)	PT4	PT3	PT3	PT4	PT2	PT4	PT4	PT3	PT4	PT3	PT4	PT3	PT3	PT3	PT4	PT3	PT4	PT3	PT3	PT4	PT2	PT2	PT4	PT1	PT4	PT4	PT3	PT2	PT2	PT4
Southern TN & North GA (STN)	PT2	PT2	PT3	PT2	PT3	PT2	PT2	PT2	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT2	PT4	PT4	PT3	PT4	PT1	PT3	PT2	PT3	PT4	PT3
Southwest Florida (SWF)	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT4	PT4	PT2	PT4	PT3	PT1	PT3	PT3	PT4	PT3
SW TN & Northern MS (SWT)	PT3	PT2	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT1	PT3	PT3	PT3
Utah (UT)	PT3	PT3	PT3	PT3	PT2	PT4	PT3	PT3	PT4	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT2	PT3	PT2	PT3	PT3	PT3	PT1	PT2	PT4
Washington (WA)	PT4	PT3	PT4	PT4	PT3	PT4	PT4	PT3	PT4	PT3	PT4	PT3	PT3	PT3	PT4	PT3	PT4	PT3	PT3	PT4	PT2	PT2	PT4	PT2	PT4	PT4	PT3	PT2	PT1	PT4
Western New England (WNE)	PT2	PT3	PT4	PT3	PT3	PT4	PT3	PT3	PT2	PT2	PT2	PT3	PT3	PT2	PT3	PT2	PT2	PT3	PT3	PT3	PT4	PT4	PT3	PT4	PT3	PT3	PT3	PT4	PT4	PT1

GSA GS-35F-184BA

The entire contract can be found at
https://www.gsaadvantage.gov/ref_text/GS35F184BA/0SAUGI.3KFKKA_GS-35F-184BA_COMCASTPS000503092016.PDF

Authorized
General Services Administration
Federal Acquisition Service
Information Technology Schedule Pricelist

GS-35F-184BA

Comcast Business Communications, LLC
One Comcast Center
1701 JFK Boulevard
Philadelphia, PA 19103
Phone: 215-665-1700
kevin_carney@cable.comcast.com

Contract Number: GS-35F-184BA
Period Covered by Contract: February 1, 2014 – January 31, 2019

General Services Administration, Federal Acquisition Service

Pricelist current through Modification *Number PS-0005*, effective 03/09/2016. Products and ordering information in this Authorized FAS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Acquisition Service's Home Page via the Internet at http://www.fss.gsa.gov

132-52	EDI- Bandwidth 30MB	EDI30	Ethernet Dedicated Internet-Bandwidth, 30MB	ea	$732.76
132-52	EDI- Bandwidth 40MB	EDI40	Ethernet Dedicated Internet-Bandwidth, 40MB	ea	$870.19
132-52	EDI- Bandwidth 50MB	EDI50	Ethernet Dedicated Internet-Bandwidth, 50MB	ea	$1,007.62
132-52	EDI- Bandwidth 60MB	EDI60	Ethernet Dedicated Internet-Bandwidth, 60MB	ea	$1,099.45
132-52	EDI- Bandwidth 70MB	EDI70	Ethernet Dedicated Internet-Bandwidth, 70MB	ea	$1,236.88

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/6/2018

REQUESTED ACTION BY COMMISSION:
PROPOSED RESOLUTION NO. R18-021 - Authorize utilizing the State of Florida Alternate Contract #43211500-WSCA-15-ACS for the purchase of Dell workstations and Laptops from Dell Marketing LP of Round Rock, TX for the Utilities Department in an amount not to exceed $36,500. The City is allowed to purchase from State of Florida Contracts.

EXPLANATION OF REQUEST:
Contract Period: September 30, 2015 – March 31, 2020

The I.T.S. department has engaged in a computer replacement program over numerous years, to provide our employees with computing technology adequate to run the software needed to perform their job functions. Maintenance on older equipment has proven to be extremely costly from a financial perspective.
This purchase provides for the replacement of computers and laptops that are a minimum of 4 years and older or no longer meet the minimum technical requirements for the workload.
Our oldest computers are not necessarily replaced with the new computers; Users that require high-end computing power to perform their job functions will receive the newer systems. Their previous systems will be taken back to the I.T.S. department to be refreshed. Those previously used systems are given to users needing less-powerful systems than the new systems, but more efficient than their old systems. The cascading process of this PC replacement plan continues until we are eventually left with the oldest systems. The oldest systems are used for spare parts or are ultimately retired.
The State of Florida contract complies with the City of Boynton Beach's competitive bid requirements.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
We will be replacing out-of-date employee computer equipment that is marginally capable of running the city's current software products. Many enterprise applications such as GIS, Video Surveillance, and Document Imaging require higher end PC's. The up-to-date PC's will increase efficiency in internal business operations by providing an appropriate hardware/ software combination.

FISCAL IMPACT: Budgeted
Funding was approved and is available for the Utilities Department budget for fiscal year 2017/18 under account number 401-2821-536.65-15 for an amount not to exceed $36,500.

ALTERNATIVES:
The City could issue its own bid request. Staff does not believe that a City bid process would result in a substantially less cost per computer/monitor.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Quotes	Dell Quote
Agreement	Dell Master Agreement
Amendment	WSCA Master Agreement Amendment
Attachment	WSCA Agreement Additional Info

Brandenburg, Barry

From: Dell (please do not reply) <automated_email@dell.com> on behalf of Dell Inc. <dell_automated_email@dell.com>
Sent: Friday, December 8, 2017 4:27 PM
To: Brandenburg, Barry
Subject: Dell Computer - Saved Quote Information - 1021724738740

You have saved an eQuote 1021724738740

An eQuote is now saved in your Dell Online Store.
This will be held for 60 days and will expire on 02/06/2018

Your eQuote has been sent to:

Emailed to: brandenburgb@bbfl.us
brandenburgb@bbfl.us
brandenburgb@bbfl.us

To retrieve this eQuote

Login to Premier
Sign in to City of Boynton Beach NASPO ValuePoint 43211500-WSCA-15-ACS / WN08AGW
Click on "Quotes" in the top menu bar and search for eQuote number 1021724738740

eQuote Name	Utilities 2018 rollout
Saved By	brandenburgb@bbfl.us
eQuote Description	3 PC's High end, 3 Rugged laptops, 8 GX3050 dell computers, and 14 23inch Monitors
Authorized Buyer Notes/Comments	
Account Name	City of Boynton Beach NASPO ValuePoint 43211500-WSCA-15-ACS / WN08AGW
Contract Code	WN08AGW

Shipping Info

Barry Brandenburg
Boynton Beach City Hall
100 E Boynton Beach Blvd
Boynton Beach, US 33435-3899
(561) 742-6070

Billing Info

PAYABLE ACCOUNTS
P O BOX 310
100 E BOYNTON BEACH BLVD
BOYNTON BEACH, US 33425-0310

eQuote Summary

Description	Quantity	Unit Price	Subtotal

OptiPlex 3050 SFF	8	$796.30	$6,370.40
Dell 23 Monitor - P2317H	14	$202.79	$2,839.06
Dell Adapter - HDMI to VGA	8	$28.00	$224.00
Latitude 14 Rugged 5414	3	$1,959.41	$5,878.23
Dell Adapter - HDMI to VGA	3	$28.00	$84.00
Dell Auto-Air DC Adapter - 90-Watt	3	$85.49	$256.47
Precisions Workstations T7910	3	$6,781.76	$20,345.28
Dell KM714 Wireless Keyboard and Mouse Combo	3	$49.99	$149.97
Dell Adapter - DisplayPort to VGA	6	$22.00	$132.00

eQuote Subtotal	$36,279.41
Shipping*	$0.00
Shipping Discount*	$0.00
Tax*	$0.00
Environmental Disposal Fee*	$0.00

eQuote Total* **$36,279.41**

*The eQuote total, including applicable taxes and additional fees, may be viewable online.

eQuote Details

Description	Quantity	Price
xctoo3050sffusr | OptiPlex 3050 SFF	8	$9,800.56
Premier Discount		-$3,430.16
(Unit Price after discount: $796.30 ea.)		$6,370.40

Module	Description	Product Code	Sku	ID
OptiPlex 3050 SFF	OptiPlex 3050 Small Form Factor XCTO	3050SX	[210-AKHR]	1
Processor	Intel® Core™ i7-7700 (QC/8MB/8T/3.6GHz/65W); supports Windows 10/Linux	I77700	[338-BKYX]	146
Operating System(s)	Windows 10 Pro 64bit English, French, Spanish	10P64M	[619-AHKN]	11
Microsoft Application Software	Microsoft Office 30 Day Trial	16MUI	[658-BCSB]	1002
Memory	8GB (1x8GB) 2400MHz DDR4 Memory	8G1DR4	[370-ADJU]	3
Hard Drive	3.5 inch 500GB 7200rpm Hard Disk Drive	500S372	[400-ANPL]	8
Additional Hard Drive	No Additional Hard Drive	NADDHD	[401-AANH]	637
Video Card	Intel® Integrated Graphics	INT	[490-BBFG]	6
CD ROM/DVD ROM	8x DVD+/-RW 9.5mm Optical Disk Drive	8DVDRW	[325-BBRJ] [429-AAJV]	16
Media Card Reader	No Media Card Reader Selected	NMCR	[385-BBCR]	10
Wireless	No Wireless	NOWRLS	[555-BBFO]	19
Driver	No Wireless	NOWRLS	[555-BBFO]	7
Serial Port/PS2 Adapter	No Add On Cards	NOADDIN	[382-BBBZ]	698
Chassis Options	OptiPlex 3050 SFF with 180W Standard Power Supply (APFC)	SFAPFC	[321-BCJW]	116
Keyboard	Dell KB216 Wired Keyboard English Black	US216B	[580-ADJC]	4
Mouse	Dell MS116 Wired Mouse Black	MS116B	[275-BBBW]	12
Cables and Dongles	NO ADAPTER	NOADPTR	[470-AAJL]	592
External Speakers	No External Speaker	NOESPK	[817-BBBC]	200095
Non-Microsoft Application Software	Windows 10	WIN10	[525-BBCL] [640-BBLW] [658-BBMR] [658-BBRB] [658-BBRB] [658-BCUV]	1003
Operating System Recovery Options	OS-Windows Media Not Included	NOMEDIA	[620-AALW]	200013
E-Star	No Estar	NOESMRT	[387-BBCG]	122
Systems Management	No Out-of-Band Systems Management	NOVPRO	[631-ABFE]	49
Chassis intrusion switch	Chassis Intrusion Switch	NTRSN	[461-AAEE]	289
Hard Drive Cables and Brackets	3.5 Inch Caddy	35BRKT	[575-BBKX]	705
Canada Ship Options	US No Canada Ship Charge	USNONE	[332-1286]	111
Diagnostic CD / Diskette	No Diagnostic/Recovery CD media	NORDVD	[340-ABJI]	50
Placemat	Documentation, English, French, Dell OptiPlex 3050	DOCENFR	[340-BKBT]	60

Hard Drive Software	NO INTEL RESPONSIVE	NOINTR	[551-BBBJ]	707
Documentation/Disks	Safety/Environment and Regulatory Guide (English/French Multi-language)	EFDOC	[340-AGIK]	21
TPM Security	Trusted Platform Module (TPM Enabled)	TPM	[329-BBJL]	297
UPC Label	No UPC Label	NOUPC	[389-BCGW]	292
Packaging	Shipping Material for System, Small Form Factor	SHPDAO	[340-BKFK] [389-BBUU]	465
Optical Software	Cyberlink Media Suite Essentials for Windows 10 and DVD drive (without Media)	CW8DN	[658-BBTV]	597
Processor Branding	LABEL,INTEL,CI7,6,SML	KCI7SML	[389-BLST]	749
CompuTrace Offerings + Stoptrack Label	No Computrace	NCTRACE	[461-AABF]	697
Power Cord	System Power Cord (English)	US125V	[450-AAOJ]	20
Regulatory Label	Reg Label, SFF, MEX,STD	REGMEX	[389-BRLH]	676
Transportation from ODM to region	Standard shipment	STD	[800-BBIO]	200080
FGA Module	No FGA	NOFGA	[817-BBBB]	572
Hardware Support Services	3 Years Hardware Service with Onsite/In-Home Service After Remote Diagnosis	NBD3	[803-8583] [803-8590]	29

Dell 23 Monitor - P2317H
Sku [p2317hcc] 14 $3,639.86

Premier Discount -$800.80

(Unit Price after discount $202.79 ea.) $6,370.40

Dell Adapter - HDMI to VGA
Sku [470-ABZX] 8 $295.92

Premier Discount -$71.92

(Unit Price after discount $28.00 ea.) $6,370.40

xctol541414usr | Latitude 14 Rugged 5414 3 $9,636.42

Premier Discount -$3,758.19

(Unit Price after discount: $1,959.41 ea.) $5,878.23

Module	Description	Product Code	Sku	ID
Latitude 14 Rugged (5414)	Dell Latitude 5414 XCTO	X5414T	[210-AJRP]	1
Processor	Intel® Core™ i5-6300U Processor (3M Cache, 2.40 GHz) without Security Bundle	I563NS	[338-BJIR]	146
Operating System	Windows 10 Pro 64-bit English	10P64E	[619-AHCR]	11
Office Productivity Software	No Productivity for Federal and Premier	NOFEDP	[630-AAXE]	1002
Systems Management	No Out-of-Band Systems Management	NOVPRO	[631-AAZE]	49
Memory	8GB (2x4GB) 2133Mhz DDR4 Memory	8G2D4	[370-ACDE]	3
Hard Drive	512GB Mobility Solid State Drive	512SSD	[400-ANBH]	8
Video Card	Intel ® HD Graphics 520	UMA	[340-AJPV] [490-BDCP]	6
LCD	14.0" HD (1366x768) Screen, Webcam with Privacy Shutter and Mic, Non-touch	NTCMHD	[391-BCRT]	760
Keyboard	Sealed Internal RGB Backlit English Keyboard	KBENG	[580-ABYR]	4
Mouse	No Mouse Selected	NOMSE	[570-AADK]	12
Driver	Wireless 8260 Driver	8260AC	[555-BCZH]	7
Wireless	Intel® Dual-Band Wireless-AC 8260 Wi-Fi + BT 4.2 Wireless Card	8260AC	[555-BCMT]	19
Mobile Broadband	No Mobile Broadband Card WLAN/WWAN	NOBBL	[362-BBBB]	114
Primary Battery	9-cell (97Wh) Lithium Ion Battery	97W	[451-BBWD]	112
Power Supply	65W AC Adapter, 3-pin	65WE5	[492-BBEM]	1015
FGA Module	No FGA	NOFGA	[817-BBBB]	572
Cable	Power Cord, US	PWRUS	[450-AAEJ]	20
CD ROM/DVD ROM	Tray load DVD+/- RW Drive	DVDRW	[429-AAYC]	16
Documentation/Disks	Safety/Environment and Regulatory Guide (English/French Multi-language)	EFDOC	[340-AGIK]	21
Getting Started Guide	English Getting Started Guide	TSHENG	[340-BICE]	60
Canada Ship Options	Non-Canada orders only	USNONE	[332-1286]	111
E-Star	Energy Star 6.0	ESTAR	[387-BBFE]	122
Support Tech Sheet and Powercord	No UPC Label	NOUPC	[389-BDCE]	292
Operating System Recovery Options	No Media	NOMEDIA	[620-AAOH]	200013
TAA	No TAA	NOTAA	[340-ACQQ]	97
Packaging	Shipping Material for Latitude 14 Rugged Extreme (5414)	SHPSHTL	[340-AFRW] [340-BIRL]	465
All in one Solution	No Stand	NOSTND	[575-BBCH]	558
Label	Regulatory Label	REGLBL	[389-BKKW]	676
Processor Branding	Intel Core i5 Processor Label	I5INTEL	[389-BJTJ]	749
Transportation from ODM to region	Standard Shipment (L)	STND	[800-BBGF]	200080
Non-Microsoft Application Software	Win 10	WIN10	[340-ADFZ] [422-0007] [525-BBCL] [640-BBLW] [640-BBQK] [658-BBMR]	1003

			[658-BBNF] [658-BCUV]	
Carrying Cases	No Carrying Case	NONE	[460-BBEX]	118
Network Card	PCMCIA Card	PCMCIA	[560-BBBD]	13
Monitor Cables	Dock Connector	POGO	[590-TEVW]	115
Optical Software	PowerDVD Software not included	NOPDVD	[429-AAGQ]	597
Additional IO Options	No Additional IO Ports	NOIO	[590-TEVT]	698
Dedicated GPS	No Dedicated GPS	NOGPS	[340-ACQQ]	1409
Additional Shipping Box Labels	Regulatory Label for Non Rubber Keyboard with WLAN	WLNRBRK	[389-BKNC]	1040
Service	3 Years ProSupport with Next Business Day Onsite Service	PN3	[808-6784] [808-6805] [808-6809] [989-3449]	29

Dell Adapter - HDMI to VGA 3 $110.97
Sku [470-ABZX]

Premier Discount -$26.97

(Unit Price after discount: $28.00 ea.) **$5,878.23**

Dell Auto-Air DC Adapter - 90-Watt 3 $299.97
Sku [330-8105]

Premier Discount -$43.50

(Unit Price after discount: $85.49 ea.) **$5,878.23**

cup7910w7pm | Precisions Workstations T7910 3 $32,814.99

Premier Discount -$12,469.71

(Unit Price after discount: $6,781.76 ea.) **$20,345.28**

Module	Description	Product Code	Sku	ID
Processor	Dual Intel® Xeon® Processor E5-2660 v4 (14C, 2.0GHz, 3.2GHz Turbo, 2400MHz, 35MB, 105W)	DE52660	[338-BJNJ]	146
Operating System	Windows 10 Pro for Workstations (4 Cores Plus) Multi - English, French, Spanish	10P6T2M	[619-AMSU]	11
Microsoft Application Software	Microsoft Office 30 Day Trial	13TMUI	[658-BCSB]	1002
Chassis Options	Dell Precision T7910 1300W Chassis v2, BW	13006BW	[321-BCEO]	116
Video Card	Nvidia NVS 310, 1GB, 2 DP (1 DP to SL-DVI adapter)	N3101G	[490-BCYT]	6
Memory	64GB (8x8GB) 2400MHz DDR4 RDIMM ECC	64G824R	[370-ACQR]	3
Processor Cooler Options	Dual Processor Liquid Cooler for T7910	DLIQUID	[412-AAGD]	412
Systems Management	No Out-of-Band Sys Mgmt	NOVPRO	[631-AAKY]	49
Hard Drive	2.5" 512GB SATA Class 20 Solid State Drive	512S20	[400-AJWJ]	8
2nd Hard Drive	2.5" 1TB SATA Class 20 Solid State Drive (Additional)	1TBSHA	[400-AJWD]	637
3rd Hard Drive	No Additional Hard Drive	NOHDDA	[401-AADF]	54
4th Hard Drive	No Additional Hard Drive	NOHDDA	[401-AADF]	51
5th Hard Drive	No Additional Hard Drive	NOHDDA	[401-AADF]	52
6th Hard Drive	No Additional Hard Drive	NOHDDA	[401-AADF]	53
7th Hard Drive	No Additional Hard Drive	NOHDDA	[401-AADF]	71
8th Hard Drive	No Additional Hard Drive	NOHDDA	[401-AADF]	72
Storage Volume	Boot drive or boot volume is less than 2TB	L2TB	[411-XXXY]	387
Internal Hard Drive Configuration	C2 SATA/SSD 2.5 Inch, 1-4 Hard Drives	C2	[449-BBGV]	276
HDD Controller	Integrated LSI SAS 3008 12Gb/s SATA/SAS controller - SW RAID 0, 1, 10	LSI3008	[403-BBHE]	9
RAID Configuration/Connectivity	No RAID	NORAID	[780-BBCJ]	1009
Keyboard	Dell KB216 Wired Keyboard English Black	US216B	[580-ADJC]	4
Mouse	Dell MS116 Wired Mouse Black	MS116B	[275-BBBW]	12
Teradici Remote Workstation Access Host Card	No Dell Tera2 Remote Access host card for the Wyse P25 Zero Client	NOCARD	[386-BBBE]	959
Network Card	No Network Card (Integrated NIC only)	NONIC	[555-BBJO]	13
Sound	No Add-in Sound Card (Integrated Audio)	NOSND	[510-BBBW]	17
Thunderbolt Card	Not Selected in this Configuration	NOTHB	[817-BBBC]	666
Additional Storage Devices	No Media Card Reader	NMCR	[385-BBBL]	10
CD ROM/DVD ROM	16x DVD-/+RW HH	DVDRHH	[429-AAQH]	16
Speakers	Internal Speaker	INSPKR	[520-AADM]	18
Power Cords	US Power Cord	PCUS	[470-AATC]	20
Documentation/Disks	Safety/Environment and Regulatory Guide (English/French Multi-language)	EFDOC	[340-AGIK]	21
Placemat	Quick Reference Guide	PLMTW10	[340-AUKF]	60
Resource DVD	Resource DVD not Included	NORDVD	[430-XXYU]	50
Operating System Recovery Options	OS-Windows Media Not Included	NOMEDIA	[620-AALW]	200013
E-Star	No Energy Star	NOESTAR	[387-BBBE]	122
Optical Software	CMS Essentials DVD no Media	CW8DN	[658-BBTV]	597
Dell Encryption and Threat Prevention	No Dell Data Protection | Endpoint Security Suite Software	NODDP	[634-BENZ]	593
Dell Precision Tower 7910	Dell Precision Tower 7910 XCTO Base	T7910C	[210-ACQO]	1
Chassis intrusion switch	Chassis Intrusion Switch	MTISWT	[461-AAAB]	289
UPC Label	No UPC Label	NOUPC	[389-BDCE]	292
External Speakers	No External Speaker	NOEXSP	[520-AABF]	200095

Regulatory Label	Tower 7910 Regulatory Label DAO	REGDAO	[328-BBWN] [389-BFJT]	676
Processor Branding	Intel® Xeon® Label	IXEON	[389-BBRO]	749
Dell Backup & Recovery	No DBAR	NODBAR	[637-AAAM]	200076
Packaging	Dell Precision Packaging	SHPMTL	[328-BBET] [340-AEYP]	465
Adapters	DP to VGA Dongle	DP2VGA	[492-BBFP]	592
Mounts and Monitor Stands	No Stand	NOSTND	[575-BBCH]	558
FGA Module	No FGA	NOFGA	[817-BBBB]	572
TPM Security	TPM	TPM	[329-BBJL]	297
Hardware Support Services	3 Years ProSupport Plus with Next Business Day Onsite Service	PPN3	[997-5852] [997-5918] [997-5927] [997-5939] [997-5953]	29
Remote Advisory Services	Declined Remote Consulting Service	NORCS	[973-2426]	35
Non-Microsoft Application Software	Windows 10	WIN10	[340-AJFC] [422-0008] [525-BBCL] [640-BBES] [640-BBLW] [658-BBMQ] [658-BBMR] [658-BCUV]	1003
Canada Ship Options	Non-Canada orders only	USNONE	[332-1286]	111

Dell KM714 Wireless Keyboard and Mouse Combo **Sku [332-1396]**	3	$239.97
Premier Discount		-$90.00
(Unit Price after discount: $49.99 ea.)		$20,345.28

Dell Adapter - DisplayPort to VGA **Sku [470-AANJ]**	6	$179.94
Premier Discount		-$47.94
(Unit Price after discount: $22.00 ea.)		$20,345.28

eQuote Subtotal	$36,279.41
Shipping*	$0.00
Shipping Discount*	$0.00
Tax*	$0.00
Environmental Disposal Fee*	$0.00

eQuote Total* $36,279.41

*The eQuote total, including applicable taxes and additional fees, may be viewable online.

Let's connect.

Legal Disclaimer: Please note that Dell cannot be responsible for pricing or other errors and reserves the right to cancel any orders arising from such errors. The amount of tax and shipping added to your order depends on where you have asked for the product to be shipped as well as on which products and/or services you've chosen to purchase. Your order is subject to Dell's Terms and Conditions of Sale which include a binding arbitration provision.

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STATE OF MINNESOTA
Materials Management Division
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651.296.2600
Fax: 651.297.3996

MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD
WITH
DELL MARKETING, L.P.
FOR
COMPUTER EQUIPMENT: (Desktops, Laptops, Tablets, Servers and Storage including Related Peripherals & Services)

To: Dell Marketing L. P.
One Dell Way
Mailstop ~~8707~~ RR1-33 Legal SM 2/26/15
Round Rock, TX 78682
2/3/15

Contract Vendor Administrator: Diane Wigington
Email: Diane_Wigington@dell.com
Phone: (512) 728-4805

CONTRACT NO:	MNWNC-108
CONTRACT PERIOD:	April 1, 2015, or upon final executed signatures, whichever is later
THROUGH	March 31, 2017
EXTENSION OPTION:	UP TO 36 MONTHS

You are hereby notified that your response to our solicitation, which opened January 31, 2014, is accepted. The following documents, in order of precedence, are incorporated herein by reference and constitute the entire Contract between you and the State: 1. A Participating Entity's Participating Addendum ("PA") A Participating Entity's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contract Vendor under the Terms of Minnesota WSCA-NASPO Master Agreement.; 2. Minnesota WSCA-NASPO Master Agreement (includes negotiated Terms and Conditions); 3. The Solicitation; and 4. the Contract Vendor's response to the Solicitation. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

1. DELL MARKETING L. P.
The Contractor certifies that the appropriate person(s) have executed this Agreement on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: Stephanie G Miller
Signature
Stephanie G. Miller
Printed Name
Title: Contract Manager /Senior Manager SM
Date: 16 February 2015

By: _____
Signature
_____
Printed Name
Title: _____
Date: _____

2. MINNESOTA MATERIALS MANAGEMENT DIVISION
In accordance with Minn. Stat. § 16C.03, subd. 3.

By: Sue Kahler
Title: Master Agreement Administrator
Date: 2/18/15

3. MINNESOTA COMMISSIONER OF ADMINISTRATION
Or delegated representative.

By: _____
Date: Original signed

MAR 03 2015

By Lucas J. Jannett

MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

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Admin Minnesota
DEPARTMENT OF ADMINISTRATION

COMPUTER EQUIPMENT
2014-2019

MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

SUMMARY

1. **BACKGROUND**. The State of Minnesota, Department of Administration, Materials Management Division publicly posted a Request for Proposal on behalf of the State of Minnesota and WSCA-NASPO Cooperative Procurement Program ("WSCA-NASPO") resulting in a Master Agreement Award. After evaluation by a multi–state sourcing team the solicitation resulted in this Minnesota WSCA-NASPO Master Agreements with qualified manufacturers for:

   Computer Equipment (Desktops, Laptops, Tablets, Servers, and Storage including related Peripherals & Services.

   The original solicitation contains the requirements and definitions establishing the following Product Bands allowed on the Master Agreement. The configuration limits and restrictions for this Master Agreement are provided below. Participating Entities may revise these in their Participating Addendum. **Bands awarded are identified below:**

Band 1: Desktop	Band 3: Tablet	Band 5: Storage
Band 2: Laptop	Band 4: Server	

   The original solicitation included Band 6: Ruggedized. This band has been removed and ruggedized equipment will be allowed in Bands 1-5. The original solicitation and responses may be found on the WSCA-NASPO Website.

2. **EFFECTIVE DATE:** The Master Agreement contract term will begin on April 1, 2015, or upon final executed signatures, whichever is later, through March 31, 2017 with the option to extend up to 36 months, upon agreement by both parties. Contract Sales may not begin until the Website, Product and Service Schedule and third party products have been approved by the Master Agreement Administrator.

3. **PARTICIPATION.** All authorized governmental entities in any State are welcome to use the resulting Master Agreements through WSCA-NASPO with the approval of the State Chief Procurement Official. Contract Vendors are able to sign Participating Addendums (PA) at the option of Participating States. Participating States reserve the right to add State specific terms and conditions and modify the scope of the contract in their Participating Addendum as allowed by the Master Agreement.

4. **CONFIGURATION DOLLAR LIMITS.** The following configuration limits apply to the Master Agreement. Participating States may define their configuration limits in their participating addendum. The Participating State's Chief Procurement Official may increase or decrease the configuration limits, as defined in their Participating Addendum. The Participating State will determine with the Contract Vendor how to approve these modifications to the State's Product and Service Schedule.

   The dollar limits identified below are based on a **SINGLE** computer configuration. This is **NOT** a restriction on the purchase of multiple configurations (e.g. an entity could purchase 10 laptops @ $10,000 for a total purchase price of $100,000).

ITEM	CONFIGURATION*
Server	$500,000
Storage	$500,000
Desktops	$ 10,000
Laptops	$ 10,000
Tablets	$ 5,000
Peripherals	$ 5,000
Services	Addressed by each State in participating addendum

   * Configuration is defined as the combination of hardware and software components that make up the total functioning system. Software purchases are considered a part of the configuration limit of the equipment.

5. **RESTRICTIONS.** The following restrictions apply to the Master Agreement. A Participating State may set further restrictions of products in their Participating Addendum. The Participating State will determine with the Contract Vendor how to approve these modifications to the State's Product and Service Schedule.

a. Software

1. Software is restricted to operating systems and commercial off-the-shelf (COTS) software and is subject to equipment configuration limits.
2. Software is an option which must be related to the procurement of equipment.
3. Software must be pre-loaded or provided as an electronic link with the initial purchase of equipment.
4. Software such as middleware which is not always installed on the equipment, but is related to storage and server equipment (Band 4&5) purchased, is allowed and may be procured after the initial purchase of equipment.

b. Services

1. Services must be related to the procurement of equipment.
2. Service limits will be addressed by each State.
3. Wireless phone and internet service is not allowed.
4. Cloud Services including acquisitions structured as managed on-site services are not allowed.
5. Managed Print Services are not allowed.

c. Third Party Products.

1. Contract Vendors can only offer Third Party Products in the bands they have been awarded.
2. Contract Vendor cannot offer products manufactured by another Contract Vendor holding a Minnesota WSCA-NASPO Master Agreement unless approved by the Lead State.

d. Additional Product/Services

1. Hardware and software required to solely support wide area network (WAN) operation and management are not allowed.
2. Lease/Rentals of equipment may be allowed and will be addressed by each State.
3. Cellular Phone Equipment is not allowed.
4. EPEAT Bronze requirement may be waived, on a State case by case basis, if approved by the State's Chief Procurement Officer.

6. **PARTNER UTILIZATION:** Each state represented by WSCA-NASPO that chooses to participate in this Master Agreement independently has the option of utilizing partners. Only partners approved by the Participating State may be deployed. The participating State will define the process to add and remove partners in their participating addendum.

MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT A - TERMS & CONDITIONS

MASTER AGREEMENT TERMS AND CONDITIONS

A. GENERAL TERMS, CONDITIONS & INSTRUCTIONS

1. **ACCEPTANCE OF TERMS AND CONDITIONS.** The contents of the RFP and the response of the successful responder will become Master Agreement contractual obligations, along with the final Master Agreement, if acquisition action ensues. A statement of acceptance of the proposed Contract Terms and Conditions, unless taken exception to, as specified in the RFP must be included in the response. Any suggestions for alternate language shall be presented. The Lead State is under no obligation to accept wording changes submitted by the responder. The Lead State is solely responsible for rendering decisions in matters of interpretation on all terms and conditions. Any response which fails to comply with this requirement may be disqualified as nonresponsive.

   All general proposal terms, specifications and WSCA-NASPO Terms & Conditions form a part of this RFP and will apply to any Master Agreements entered into as a result thereof.

2. **CONFLICT OF TERMS/ORDER OF PRECEDENCE:**
   a. A Participating Entity's Participating Addendum ("PA");
   b. Minnesota WSCA-NASPO Master Agreement (includes negotiated Terms & Conditions)
   c. The Solicitation including all Addendums; and
   d. Contract Vendor's response to the Solicitation

   These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract Vendor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

3. **ADDENDA TO THE RFP.** Any addendum issued will become a part of the RFP. The Lead State may modify or clarify the RFP by issuing one or more addenda to all parties who have received the RFP. Each responder must follow the directions on the addendum. Addenda will be numbered consecutively in the order they are issued.

4. **AWARD.** The award of this solicitation will be based upon the total accumulated points as established in the RFP, for separate items, by grouping items, or by total lot, and where at its sole discretion the Lead State believes it will receive the best value. The Lead State reserves the right to award this solicitation to a single responder, or to multiple responders, whichever is in the best interest of the Lead State. It is the State's intent to award to multiple responders. The Lead State reserves the right to accept all or part of an offer, to reject all offers, to cancel the solicitation, or to re-issue the solicitation, whichever is in the best interest of the Lead State.

   The Sourcing Team will make a recommendation on the award of this RFP. The commissioner of Administration or designee may accept or reject the recommendation of the Sourcing Team. The final award decision will be made by the Commissioner of Administration and the WSCA-NASPO Management Board.

5. **CLARIFICATION.** If a responder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in the RFP, the responder shall immediately notify the Acquisition Management Specialist in writing, as

specified in the introduction, of such error and request modification or clarification of the document. This notification is due no later than seven calendar days prior to the proposal due date and time.

Responders are cautioned that any activity or communication with a State employee or officer, or a member of the Evaluation Team, regarding this Solicitation's contents or process, is strictly prohibited and may, as a result, have its response rejected. Any communication regarding this Solicitation, its content or process, must be directed to the Acquisition Management Specialist listed in the Solicitation documents.

6. **COMPLETION OF RESPONSES.** A response may be rejected if it is conditional or incomplete. Responses that contain conflicting, false, or misleading statements or that provide references that contradict or do not support an attribute or condition stated by the responder, may be rejected.

7. **MASTER AGREEMENT ADMINISTRATOR**. The Master Agreement Administrator designated by WSCA-NASPO and the State of Minnesota, Department of Administration is: Susan Kahle. Direct all correspondence and inquiries, legal questions, general issues, or technical issues regarding this RFP to:

Susan Kahle
Acquisition Management Specialist
Department of Administration
Materials Management Division
50 Sherburne Avenue
112 Administration Building
St. Paul, MN 55155

Fax: 651.297.3996
E-mail: susan.kahle@state.mn.us

8. **DISPOSITION OF DATA SUBMITTED BY CONTRACT VENDOR.** All materials submitted in response to this RFP will become property of the Lead State and will become public record after the evaluation process is completed. The evaluation process is complete when negotiations with the selected vendors are final.

   By executing this Contract, the Contract Vendor certifies and agrees that all information provided in the Contract and in response to the solicitation will be made public in accordance with the solicitation and that no information has been designated Trade Secret pursuant to the Minnesota Government Data Practices Act.

   If the Contract Vendor submits information after execution of this Contract that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the Contract Vendor must:
   a. clearly mark all trade secret materials at the time the information is submitted;
   b. include a statement with regard to the information justifying the trade secret designation for each item; and,
   c. defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the Lead State, its agents and employees, from any judgments awarded against the Lead State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the Lead State's award of a Master Agreement. In submitting a response to the RFP, the responder agrees that this indemnification survives as long as the trade secret materials are in possession of the Lead State. The Lead State will not consider the prices submitted by the responder to be trade secret materials.

9. **DISPUTE RESOLUTION PROCEDURES.** Any issue a responder has with the RFP document, which includes, but is not limited to, the terms, conditions, and specifications, must be submitted in writing to and received by the Master Agreement Administrator prior to the opening due date and time. Any issue a responder has with the Master Agreement award must be submitted in writing to the Master Agreement Administrator within five working days from the time the notice of the intent to award is issued. This notice may be made by any of the following methods: notification by letter, fax or email, or posted on the Materials Management website, www.mmd.admin.state.mn.us. The Lead State will respond to any protest received that follows the above procedure. For those protests that meet the above submission requirements, the appeal process is, in sequence: The responsible Master Agreement Administrator, the Materials Management Division (MMD) Assistant Director, and the MMD Director.

10. **ELECTRONIC FILES TO DOWNLOAD, COMPLETE, AND RETURN.** Responders must download a Word/Excel document.

11. **ENTIRE AGREEMENT.** A written Master Agreement (including the contents of this RFP and selected portions of Contract Vendor's response incorporated therein by reference) and any written addenda thereto constitute the entire agreement of the parties to the Master Agreement.

12. **IRREVOCABLE OFFER.** In accordance with this Request for Proposal, and subject to all conditions thereof, the undersigned agrees that its response to this RFP, or any part thereof, is an irrevocable offer for 180 days following the submission deadline date unless stated otherwise in the RFP. It is understood and agreed that the response, or any part thereof, when accepted by the appropriate department and State officials in writing, may become part of a legal and binding Master Agreement between the undersigned vendor and the State of Minnesota.

13. **MATERIAL DEVIATION.** A responder shall be presumed to be in agreement with these terms and conditions unless it takes specific exception to one or more of the conditions. Submission by the responder of its proposed language shall not be viewed as an exception unless the responder specifically states in the response that its proposed changes are intended to supersede the terms and conditions.

    RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE REQUEST FOR PROPOSAL. IF A RESPONDER MATERIALLY DEVIATES FROM THE GENERAL TERMS, CONDITIONS AND INSTRUCTIONS OR THE WSCA-NASPO TERMS AND CONDITIONS AND/OR SPECIFICATIONS, ITS RESPONSE MAY BE REJECTED.

    A material deviation is an exception to the Request for Proposal general or WSCA-NASPO terms and conditions and/or specifications that:

a. gives the responder taking the exception a competitive advantage over other vendors; or,
b. gives the Lead State something significantly different from that which the Lead State requested.

14. **NONRESPONSIVE RESPONSES.** Responses that do not comply with the provisions in the RFP may be considered nonresponsive and may be rejected.

15. **NOTICES.** If one party is required to give notice to the other under the Master Agreement, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand, in which case a signed receipt shall be obtained. A facsimile transmission shall constitute sufficient notice, provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices to the Lead State shall be addressed as follows:

    STATE OF MINNESOTA:
    MN WSCA-NASPO COMPUTER EQUIPMENT CONTRACT ADMINISTRATOR
    112 Administration Bldg.
    50 Sherburne Avenue
    St. Paul, MN 55155
    651-296-2600

MASTER AGREEMENT TERMS AND CONDITIONS

B. WSCA-NASPO TERMS AND CONDITIONS

1. **ADMINISTRATIVE FEES.** The Contract Vendor shall pay a WSCA-NASPO Administrative Fee of one-tenth of one percent (0.1% or 0.001) in accordance with the Terms and Conditions of the Master Agreement no later than 60 days following the end of each calendar quarter. The WSCA-NASPO Administrative Fee shall be submitted quarterly and is based on sales of products and services (less any charges for taxes or shipping). The WSCA-NASPO Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

   Additionally, some states may require an additional fee be paid directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contract Vendor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements may not affect the WSCA-NASPO Administrative Fee or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

2. **AGREEMENT ORDER OF PRECEDENCE.** The Master Agreement shall consist of the following documents:
   a. A Participating Entity's Participating Addendum ("PA");
   b. Minnesota WSCA-NASPO Master Agreement (includes negotiated Terms and Conditions)
   c. The Solicitation including all addendums; and
   d. Contract Vendor's response to the Solicitation

   These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract Vendor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

3. **AMENDMENTS.** The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA-NASPO Master Agreement Administrator.

4. **ASSIGNMENT OF ANTITRUST RIGHTS.** Contract Vendor irrevocably assigns to a Participating Entity any claim for relief or cause of action which the Contract Vendor now has or which may accrue to the Contract Vendor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the Contract Vendor for the purpose of carrying out the Contract Vendor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

5. **ASSIGNMENT/SUBCONTRACT.** Contract Vendor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the WSCA-NASPO Master Agreement Administrator.

6. **CANCELLATION.** Unless otherwise stated in the terms and conditions, any Master Agreement may be canceled by either party upon 60 days' notice, in writing, prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the special terms and conditions of this solicitation or in the applicable Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Participating Entity to indemnification by the Contract Vendor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the Master Agreement due to Contract Vendor default may be immediate if defaults cannot be reasonably cured as allowed per Default and Remedies term.

7. **CONFIDENTIALITY, NON-DISCLOSURE AND INJUNCTIVE RELIEF. NEGOTIATED.**
   7.1 Confidentiality. The parties acknowledges that they and their employees or agents may, in the course of providing the Product and Services under this Master Agreement, be exposed to or acquire information that is confidential . Any and all information of any form that is marked as confidential or would by its nature be deemed

confidential obtained in the performance of this Master Agreement, including, but not necessarily limited to (a) any Participating Entity records, (b) personnel records, (c) information concerning individuals, (d) software, (e) product plans, (f) marketing and sales information, (g) customer lists, and (h) "know-how," or trade secrets, is confidential information ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (a) is or becomes (other than by disclosure by disclosing party) publicly known; (b) is rightfully furnished by the disclosing party to others without restrictions similar to those imposed by this Master Agreement; (c) is rightfully in recipient party's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (d) is obtained from a source other than disclosing party without the obligation of confidentiality, (e) is disclosed with the written consent of disclosing party or; (f) is independently developed by employees, agents or subcontractor of the parties who can be shown to have had no access to the Confidential Information

7.2 Non-Disclosure. The parties shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the performance of this Master Agreement, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. The parties shall use commercially reasonable efforts in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, parties shall advise each other immediately if they learn or have reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement and shall at their expense cooperate in seeking injunctive or other equitable relief against any such person. Except as directed in writing , the parties will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement the parties shall turn over all documents, papers, and other matter in the recipient party's possession that embody Confidential Information. Notwithstanding the foregoing, the recipient party may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

7.3 Injunctive Relief. The parties acknowledge that breach of this Section, including disclosure of any Confidential Information, may cause irreparable injury that is inadequately compensable in damages. Accordingly, the injured party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. The parties acknowledge and agree that the covenants contained herein are necessary for the protection of the legitimate business interests and are reasonable in scope and content.

7.4 Participating Entity is agreeing to the above language to the extent is not in conflict with Participating Entities public disclosure laws.

8. **DEBARMENT**. The Contract Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction (Master Agreement) by any governmental department or agency. If the Contract Vendor cannot certify this statement, attach a written explanation for review by WSCA-NASPO.

   In any order against this Master Agreement for a requirement established by a Purchasing Entity that discloses the use of federal funding, to the extent another form of certification is not required by a Participating Addendum or the order of the Purchasing Entity, the Contractor's quote represents a recertification consistent with the terms of paragraph 8, Section 2D, Minnesota Terms and Conditions

9. **DEFAULTS & REMEDIES.**
   a. The occurrence of any of the following events shall be an event of default under this Master Agreement:
      i. Nonperformance of contractual requirements; or
      ii. A material breach of any term or condition of this Master Agreement; or
      iii. Any representation or warranty by Contract Vendor in response to the solicitation or in this Master Agreement proves to be untrue or materially misleading; or
      iv. Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contract Vendor, or the appointment of a receiver or similar officer for Contract Vendor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
      v. Any default specified in another section of this Master Agreement.
   b. Upon the occurrence of an event of default, Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 30 calendar days in which Contract Vendor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole

discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contract Vendor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

c. If Contract Vendor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contract Vendor shall be in breach of its obligations under this Master Agreement and Lead State shall have the right to exercise any or all of the following remedies:
   i. Exercise any remedy provided by law; and
   ii Terminate this Master Agreement and any related Master Agreements or portions thereof; and
   iii Impose liquidated damages as provided in this Master Agreement; and
   iv. Suspend Contract Vendor from receiving future bid solicitations; and
   v. Suspend Contract Vendor's performance; and
   vi. Withhold payment until the default is remedied.

d. In the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

10. **DELIVERY.** Unless otherwise indicated in the Master Agreement, the prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contract Vendor. Additional delivery charges will not be allowed for back orders.

11. **FORCE MAJEURE**. Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The WSCA-NASPO Master Agreement Administrator may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

12. **GOVERNING LAW.** This procurement and the resulting agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of any Participating Addendum or order against the Master Agreements shall be governed by and construed in accordance with the laws of the Participating Entity's State. Venue for any claim, dispute or action concerning an order placed against the Master Agreements or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

13. **INDEMNIFICATION. DELETED SEE SECTION 2C17.**

14. **INDEMNIFICATION – INTELLECTUAL PROPERTY. DELETED SEE SECTION 2C17.**

15. **INDEPENDENT CONTRACT VENDOR.** The Contract Vendor shall be an independent Contract Vendor, and as such shall have no authorization, express or implied to bind WSCA-NASPO or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA-NASPO or the states, except as expressly set forth herein.

16. **INDIVIDUAL CUSTOMER.** Except to the extent modified by a Participating Addendum, each Participating Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or to recover any costs allowed in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contract Vendor will apply the charges and invoice each Purchasing Entity individually.

17. **INSURANCE.** Except to the extent modified by a Participating Addendum, Contract Vendor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contract Vendor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or at a Participating Entity's option, result in termination of its Participating Addendum.

Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

a. Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than $1 million per occurrence/$2 million general aggregate;
b. Contract Vendor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

Contract Vendor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Participating Entity by the Contract Vendor.

Prior to commencement of the work, Contract Vendor shall provide to the Participating Entity a written endorsement to the Contract Vendor's general liability insurance policy that (i) names the Participating Entity as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating Entity has been given at least thirty (30) days prior written notice, and (iii) provides that the Contract Vendor's liability insurance policy shall be primary, with any liability insurance of the Participating Entity as secondary and noncontributory.

Contract Vendor shall furnish to Participating Entity copies of certificates of all required insurance within thirty (30) calendar days of the Participating Addendum's effective date and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at the Lead State Master Agreement Administrator's sole option, result in this Master Agreement's termination.

Coverage and limits shall not limit Contract Vendor's liability and obligations under this Master Agreement.

18. **LAWS AND REGULATIONS.** Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

19. **LICENSE OF PRE-EXISTING INTELLECTUAL PROPERTY. DELETED – SEE SECTION 2B30 FOR REVISED TERM ADDRESSING TITLE OF PRODUCT.**

20. **NO WAIVER OF SOVEREIGN IMMUNITY.** The Lead State, Participating Entity or Purchasing Entity to the extent it applies does not waive its sovereign immunity by entering into this Contract and fully retains all immunities and defenses provided by law with regard to any action based on this Contract.

    If a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court of the Participating Entity's State.

21. **ORDER NUMBERS.** Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels (if possible), packing slips, invoices, and on all correspondence.

22. **PARTICIPANTS.** WSCA-NASPO Cooperative Purchasing Organization LLC is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the WSCA/NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.,) for all 50 states and the District of Columbia. Obligations under this Master Agreement are limited to those Participating States who have signed a Participating Addendum where contemplated by the solicitation. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting award will be permissive.

23. **PARTICIPATION OF ENTITIES.** Use of specific WSCA-NASPO cooperative Master Agreements by state agencies, political subdivisions and other entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

24. **PAYMENT.** Payment for completion of an order under this Master Agreement is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contract Vendor may assess overdue account charges up to a maximum rate of one percent per month

on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

25. **PUBLIC INFORMATION.** The Master Agreement and all related documents are subject to disclosure pursuant to the Participating Entity's public information laws.

26. **RECORDS ADMINISTRATION AND AUDIT.** The disclosure of records in Participating States relating to Participating addenda and orders placed against the Master Agreement shall be governed by the laws of the Participating State and entity who placed the order.

    The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

    Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for an overpayments inconsistent with the terms of the Master Agreement or orders or underpayment of fees found as a result of the examination of the Contractor's records.

    The rights and obligations herein right exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State Master Agreement Administrator to review compliance with those obligations.

    Records will be retained longer if required by Participating Entity's law.

27. **REPORTS - SUMMARY AND DETAILED USAGE.** In addition to other reports that may be required by this solicitation, the Contract Vendor shall provide the following WSCA-NASPO reports.

    a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to WSCA-NASPO using the WSCA-NASPO Quarterly Sales/Administrative Fee Reporting Tool found at http://www.naspo.org/WNCPO/Calculator.aspx. Any/all sales made under the contract shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than the last day of the month following the end of the calendar quarter (as specified in the reporting tool).

    b. Detailed Sales Data. Contract Vendor shall also report detailed sales data by: state; entity/customer type, e.g., local government, higher education, K12, non-profit; Purchasing Entity name; Purchasing Entity bill-to and ship-to locations; Purchasing Entity and Contract Vendor Purchase Order identifier/number(s); Purchase Order Type (e.g., sales order, credit, return, upgrade, determined by industry practices); Purchase Order date; Ship Date; and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State no later than the last day of the month following the end of the reporting period. Reports shall be delivered to the Lead State and to the WSCA-NASPO Cooperative Development Team electronically through email; CD-Rom, jump drive or other electronic matter as determined by the Lead State.

       Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in Section 6, Attachment H.

    c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the Participating Addendum. Specific data in relation to sales to employees for personal use to be defined in the final contract award to ensure only public information is reported.

    d. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and WSCA-NASPO

shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

28. ACCEPTANCE AND ACCEPTANCE TESTING.

A. Acceptance. Purchasing Entity (the entity authorized under the terms of any Participating Addendum to place orders under this Master Agreement) shall determine whether all Products and Services delivered meet the Contractor's published specifications (a.k.a. "Specifications"). No payment shall be made for any Products or Services until the Purchasing Entity has accepted the Products or Services. The Purchasing Entity will make every effort to notify the Contractor within thirty (30) calendar days following delivery of non-acceptance of a Product or completion of Service. In the event that the Contractor has not been notified within 30 calendar days from delivery of Product or completion of Service, the Product and Services will be deemed accepted on the 31st day after delivery of Product or completion of Services. This clause shall not be applicable, if acceptance testing and corresponding terms have been mutually agreed to by both parties in writing.

B. Acceptance Testing. The Purchasing Entity (the entity authorized under the terms of any Participating Addendum to place orders under this Master Agreement) and the Contract Vendor shall determine if Acceptance Testing is applicable and/or required for the purchase. The terms in regards to acceptance testing will be negotiated, in writing, as mutually agreed. If Acceptance Testing is NOT applicable, the terms regarding Acceptance in the Contract shall prevail.

29. SYSTEM FAILURE OR DAMAGE. In the event of system failure or damage caused by the Contract Vendor or its Product, the Contract Vendor agrees to use its commercially reasonable efforts to restore or assist in restoring the system to operational capacity. The Contract Vendor shall be responsible under this provision to the extent a 'system' is defined at the time of the Order; otherwise the rights of the Purchasing Entity shall be governed by the Warranty.

30. TITLE OF PRODUCT. NEGOTIATED.

OWNERSHIP

a. Ownership of Documents/Copyright. Any reports, studies, photographs, negatives, databases, computer programs, or other documents, whether in tangible or electronic forms, prepared by the Contract Vendor in the performance of its obligations under the Master Agreement and paid for by the Purchasing Entity shall be the exclusive property of the Purchasing Entity and all such material shall be remitted to the Purchasing Entity by the Contract Vendor upon completion, termination or cancellation of the Master Agreement. The Contract Vendor shall not use, willingly allow or cause to allow such material to be used for any purpose other than performance of the Contract Vendor's obligations under this Master Agreement without the prior written consent of the Purchasing Entity.

b. Rights, Title and Interest. All rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trade marks, and service marks in the said documents that the Contract Vendor conceives or originates, either individually or jointly with others, which arises out of the performance of the Master Agreement, will be the property of the Purchasing Entity and are, by the Master Agreement, assigned to the Purchasing Entity along with ownership of any and all copyrights in the copyrightable material. The Contract Vendor also agrees, upon the request of the Purchasing Entity, to execute all papers and perform all other acts necessary to assist the Purchasing Entity to obtain and register copyrights on such materials. Where applicable, works of authorship created by the Contract Vendor for the Purchasing Entity in performance of the Master Agreement shall be considered "works for hire" as defined in the U.S. Copyright Act.

c. Notwithstanding the above, the Purchasing Entity will not own any of the Contract Vendor's pre-existing intellectual property that was created prior to the Master Agreement and which the Purchasing Entity did not pay the Contract Vendor to create. Subject to payment in full for the products, equipment or services, the Contract Vendor grants the Purchasing Entity a perpetual, irrevocable, non-exclusive, royalty free license for Contract Vendor's pre-existing intellectual property that is contained in the products, materials, equipment or services that are purchased through this Master Agreement. Contract Vendor will retain all right, title and interest in and to all Intellectual Property Rights in or related to the services, or tangible components thereof, including but not limited to (a) all know-how, intellectual property, methodologies, processes, technologies, algorithms, software or development tools used in performing the services, and (b) such ideas, concepts, know-how, processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates or output which are developed, created or otherwise used by or on behalf of Contract Vendor in the course of performing the services

or creating the deliverables, other than portions that specifically incorporate proprietary or Confidential Information or data of Ordering Entity (collectively, the "Residual IP"), even if embedded in the deliverable.

31. **WAIVER OF BREACH.** Failure of Lead State Master Agreement Administrator, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State or Participating Entity must be in writing. Waiver by the Lead State Master Agreement Administrator, Participating Entity, or Purchasing Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or breach of any terms or requirements shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, a Participating Addendum, or order.

32. **WARRANTY.** The warranty provided must be the manufacturers written warranty tied to the product at the time of purchase and must include the following:: (a) the Product performs according to the specifications (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is designed and manufactured in a commercially reasonable manner, and (d) the Product is free of defects.

    For third party products sold by the Contract Vendor, the Contract Vendor will assign the manufacturer or publisher's warranty and maintenance. The Contract Vendor will provide warranty and maintenance call numbers and assist the customer in engaging the manufacturer on warranty and maintenance issues.

    Upon breach of the warranty, the Contract Vendor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contract Vendor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contract Vendor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or so ordered by the court.

33. **LIMITATION OF LIABILITY. NEGOTIATED.**

    A. CONTRACT VENDOR WILL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PRODUCTS, SOFTWARE OR SERVICES PROVIDED HEREUNDER. EXCEPT FOR YOUR BREACH OF PAYMENT OBLIGATIONS OR CONFIDENTIALITY REQUIREMENTS, NEITHER PARTY SHALL HAVE LIABILITY FOR THE FOLLOWING: (1) LOSS OF REVENUE, INCOME, PROFIT OR SAVINGS; (2) LOST OR CORRUPTED DATA OR SOFTWARE, LOSS OF USE OF A SYSTEM OR NETWORK OR THE RECOVERY OF SUCH; (3) LOSS OF BUSINESS OPPORTUNITY; (4) BUSINESS INTERRUPTION OR DOWNTIME; OR (5) DELIVERABLES, DELL PRODUCTS OR THIRD-PARTY PRODUCTS NOT BEING AVAILABLE FOR USE.

    B. CONTRACT VENDOR'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND ALL PARTICIPATING ADDENDA SOURCED FROM THIS MASTER AGREEMENT (INCLUDING ANY PRODUCTS, SOFTWARE, OR SERVICES PROVIDED HEREUNDER) SHALL NOT EXCEED THE AGGREGATE AMOUNT OF TEN MILLION DOLLARS ($10,000,000).

    C. THESE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO ALL CLAIMS FOR DAMAGES, WHETHER BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT OR OTHERWISE. THE PARTIES AGREE THAT THESE LIMITATION OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR CONTRACT VENDOR'S SALE OF PRODUCTS, SOFTWARE OR SERVICES TO ORDERING ENTITY, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES.

34. **SERVICE AGREEMENTS. NEGOTIATED.** Contract Vendor may provide Services, Software or Deliverables to you in accordance with one or more "Service Agreements." **"Service Agreements"** are service contracts, including "Service Descriptions" available at www.dell.com/servicecontracts/us, "Statements of Work," and any other such mutually agreed upon documents. Each Service Agreement will be interpreted as a single agreement, independent of any other Service Agreement, so that all of the provisions are given as full effect as possible.

    Any and all licensing, maintenance, or order specific agreements referenced within the terms and conditions of this Master agreement are agreed to only to the extent that the terms do not conflict with the terms of the Participating Addendum or the Master Agreement, and to the extent the terms are not in conflict with the Participating Entities' applicable laws. In the event of conflict the terms and conditions, the Participating Addendum, and then the Master Agreement shall take precedence, as detailed in the Order of Precedence defined herein. Notwithstanding the

foregoing, licensing, maintenance agreements, or order specific agreements may be further negotiated by the Contract Vendor and the potential Purchasing Entity, provided the contractual documents are duly executed in writing.

35. **SOFTWARE LICENSE. NEGOTIATED.** Software (defined as any software, library, utility, tool, or other computer or program code, in object (binary) or source-code form as well as the related documentation provided by Contract Vendor to Purchasing Entity) is subject to the separate license agreements accompanying the Software, along with any product guides, operating manuals, or other documentation included with the software media packaging or presented to Purchasing Entity during the installation or use of the Software. Purchasing Entity agrees that it will be bound by such license agreement.

    Any and all licensing, maintenance, or order specific agreements referenced within the terms and conditions of this Master agreement are agreed to only to the extent that the terms do not conflict with the terms of the Participating Addendum or the Master Agreement, and to the extent the terms are not in conflict with the Participating Entities' applicable laws. In the event of conflict the terms and conditions, the Participating Addendum, and then the Master Agreement shall take precedence, as detailed in the Order of Precedence defined herein. Notwithstanding the foregoing, licensing, maintenance agreements, or order specific agreements may be further negotiated by the Contract Vendor and the potential Purchasing Entity, provided the contractual documents are duly executed in writing.

36. **EXPORT COMPLIANCE. NEGOTIATED.** Contract Vendor, Lead State and Purchasing Entities acknowledge that products (including software) sold or licensed under this Master Agreement are subject to the export control laws and regulations of the United States and other countries from which they were supplied and in which they are used and Purchasing Entity agrees to abide by those laws and regulations. Purchasing Entity warrants that any software provided by it and used as a part of the services supplied by Contract Vendor under this Master Agreement contains no encryption or to the extent that it contains encryption such software is approved for export under the relevant laws or regulations.

37. **RETURNS AND EXCHANGES. NEGOTIATED.** Contract Vendor's return policy can be found at www.dell.com/returnspolicy and applies to any returns and exchanges. Before returning or exchanging a Product, Purchasing Entity must contact Contract Vendor directly to obtain an authorization number to include with the return. Purchasing Entity must return Products to Contract Vendor in their original or equivalent packaging, and Purchasing Entity is responsible for risk of loss, as well as shipping and handling fees. Additional fees, including up to a 15% restocking fee, may apply. Restocking fees must be approved by the customer. If Purchasing Entity fails to follow the return or exchange instructions provided by Contract Vendor, Contract Vendor will not be responsible for any loss, damage, or modification of a Product, or processing of a Product for disposal or resale. Credit for partial returns may be less than invoice or individual component prices due to bundled or promotional pricing associated with the original purchase. This restocking fee shall not apply in the case of Contract Vendor error.

MASTER AGREEMENT TERMS AND CONDITIONS

C. MINNESOTA TERMS AND CONDITIONS

1. **ACCEPTANCE OF PROPOSAL CONTENT.** The contents of this RFP and selected portions of response of the successful Proposer will become contractual obligations, along with the final Master Agreement, if acquisition action ensues. The Lead State is solely responsible for rendering the decision in matters of interpretation of all terms and conditions.

2. **ACCESSIBILITY STANDARDS.** The State of Minnesota has developed IT Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D which can be viewed at http://www.mmd.admin.state.mn.us/pdf/accessibility_standard.pdf

   Responders must complete the WCAG VPAT form included in the FORMS section of the RFP. The completed VPAT form will be scored based on its compliance with the Accessibility Standards. The requested WCAG VPAT applies to the responder's website to be offered under the Contract. For products offered, VPATS are only to be provided upon request by the participating entity.

   Upon request by the participating entity, the responder must make best efforts to provide Voluntary Product Accessibility Templates (VPATS) for all products offered in its response. Click here for link to VPATS for both Section 508 VPAT and WCAG 2.0 VPAT http://mn.gov/oet/policies-and-standards/accessibility/#.

3. **ADMINISTRATIVE PERSONNEL CHANGES.** The Contract Vendor must notify the Contract Administrator of changes in the Contract Vendor's key administrative personnel, in advance and in writing. Any employee of the Contract Vendor who, in the opinion of the State of Minnesota, is unacceptable, shall be removed from the project upon written notice to the Contract Vendor. In the event that an employee is removed pursuant to a written request from the Acquisition Management Specialist, the Contract Vendor shall have 10 working days in which to fill the vacancy with an acceptable employee.

4. **AMENDMENT(S).** Master Agreement amendments shall be negotiated by the Lead State with the Contract Vendor whenever necessary to address changes in the terms and conditions, costs, timetable, or increased or decreased scope of work. An approved Master Agreement amendment means one approved by the authorized signatories of the Contract Vendor and the Lead State as required by law.

5. **AMERICANS WITH DISABILITIES ACT (ADA).** DELETED.

6. **AWARD OF RELATED CONTRACTS.** In the event the Lead State undertakes or awards supplemental Contracts for work related to the Master Agreement or any portion thereof, the Contract Vendor shall cooperate fully with all other Contract Vendors and the State in all such cases. All Master Agreements between subcontractors and the Contract Vendor shall include a provision requiring compliance with this section.

7. **AWARD OF SUCCESSOR CONTRACTS.** In the event the State undertakes or awards a successor for work related to the Contract or any portion thereof, the current Contract Vendor shall cooperate fully during the transition with all other Contract Vendors and the State in all such cases. All Master Agreements between subcontractors and the Contract Vendor shall include a provision requiring compliance with this section.

8. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**
   a. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.
      Instructions for certification:
      1. By signing and submitting this proposal, the prospective lower tier participant [responder] is providing the certification set out below.

      2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

      3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal [response] is submitted if at any time the prospective lower tier participant learns that its certification

was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages section of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction [subcontract equal to or exceeding $25,000] with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of parties excluded from federal procurement and nonprocurement programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

b. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this proposal, 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 prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

9. CHANGE REQUESTS. The Lead State reserves the right to request, during the term of the Master Agreement, changes to the products offered. Products introduced during the term of the Master Agreement shall go through a formal review process. A formal process of changing the Master Agreement shall be developed during the negotiation of the Master Agreement. The Contract Vendor shall evaluate and recommend products for which agencies have an expressed need. The Lead State shall require the Contract Vendor to provide a summary of its research of those products being recommended for inclusion in the Master Agreement as well as defining how adding the product will enhance the Master Agreement. The Lead State may request that products, other than those recommended, are added to the Master Agreement.

In the event that the Lead State desires to add new products and services that are not included in the original Master Agreement, the Lead State requires that independent manufacturers and resellers cooperate with the already established Contract Vendor in order to meet the Lead State's requirements. Evidence of the need to add products or services should be demonstrated to the Lead State. The Master Agreement shall be modified via supplement or

amendment. The Lead State will negotiate the inclusion of the products and services with the Contract Vendor. No products or services will be added to the Master Agreement without the Lead State's prior approval.

10. **CONFLICT MINERALS.** Contract Vendor must provide information to the public on its website regarding the use of conflict minerals, as required by Section 13(p) of the Securities Exchange Act of 1934, as amended, and the rules promulgated thereunder. See: http://www.sec.gov/rules/final/2012/34-67716.pdf.

11. **COPYRIGHTED MATERIAL WAIVER.** The Lead State reserves the right to use, reproduce and publish proposals in any manner necessary for State agencies and local units of government to access the responses and/or to respond to request for information pursuant to Minnesota Government Data Practices Act, , including but not limited to emailing, photocopying, State Intranet/Internet postings, broadcast faxing, and direct mailing. In the event that the response contains copyrighted or trademarked materials, it is the responder's responsibility to obtain permission for the Lead State to reproduce and publish the information, regardless of whether the responder is the manufacturer or reseller of the products listed in the materials. By signing its response, the responder certifies that it has obtained all necessary approvals for the reproduction and/or distribution of the contents of its response and agrees to indemnify, protect, save and hold the Lead State, its representatives and employees harmless from any and all claims arising from the violation of this section and agrees to pay all legal fees incurred by the Lead State in the defense of any such action.

12. **EFFECTIVE DATE.** Pursuant to Minnesota law, the Master Agreement arising from this RFP shall be effective upon the date of final execution by the Lead State, unless a later date is specified in the Master Agreement.

13. **FOREIGN OUTSOURCING OF WORK.** Upon request, the Contract Vendor is required to provide information regarding the location of where services, data storage and/or location of data processing under the Master Agreement will be performed.

14. **GOVERNMENT DATA PRACTICES.** The Contract Vendor and the Lead State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (and where applicable, if the Lead State contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the Lead State to the Contract Vendor and all data provided to the Lead State by the Contract Vendor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contract Vendor in accordance with the Master Agreement that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13 (and where applicable, that is not accessible to the public under the Rules of Public Access to Records of the Judicial Branch).

    In the event the Contract Vendor receives a request to release the data referred to in this article, the Contract Vendor must immediately notify the Lead State. The Lead State will give the Contract Vendor instructions concerning the release of the data to the requesting party before the data is released. The civil remedies of Minn. Stat. § 13.08, apply to the release of the data by either the Contract Vendor or the Lead State.

    The Contract Vendor agrees to indemnify, save, and hold the State of Minnesota, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act (and where applicable, the Rules of Public Access to Records of the Judicial Branch), including legal fees and disbursements paid or incurred to enforce this provision of the Master Agreement. In the event that the Contract Vendor subcontracts any or all of the work to be performed under the Master Agreement, the Contract Vendor shall retain responsibility under the terms of this article for such work.

15. **HAZARDOUS SUBSTANCES.** To the extent that the goods to be supplied by the Contract Vendor contain or may create hazardous substances, harmful physical agents or infectious agents as set forth in applicable State and federal laws and regulations, the Contract Vendor must provide Material Safety Data Sheets regarding those substances. A copy must be included with each delivery.

16. **HUMAN RIGHTS/AFFIRMATIVE ACTION.** The Lead State requires affirmative action compliance by its Contract Vendors in accordance with Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600.

    a. Covered contracts and Contract Vendors. One-time acquisitions, or a contract for a predetermined amount of goods and/or services, where the amount of your response is in excess of $100,000 requires completion of the Affirmative Action Certification page. If the solicitation is for a contract for an indeterminate amount of goods and/or services, and the State estimated total value of the contract exceeds $100,000 whether it will be a multiple award contract or not, you must complete the Affirmative Action Certification page. If the contract dollar amount or the State estimated total contract amount exceeds $100,000 and the Contract Vendor employed more than

40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, the Contract Vendor must comply with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400 to 5000.3600. A Contract Vendor covered by Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400 to 5000.3600 that had more than 40 full-time employees within Minnesota on a single working day during the previous 12 months must have a certificate of compliance issued by the commissioner of the Department of Human Rights (certificate of compliance). A Contract Vendor covered by Minn. Stat. § 363A.36, subd. 1 that did not have more than 40 full-time employees on a single working day during the previous 12 months within Minnesota but that did have more than 40 full-time employees in the state where it has its principal place of business and that does not have a certificate of compliance must certify that it is in compliance with federal affirmative action requirements.

b. Minn. Stat. § 363A.36, subd. 1 requires the Contract Vendor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the commissioner of the Department of Human Rights (commissioner) as indicated by a certificate of compliance. Minn. Stat. § 363A.36 addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

c. Minn. R. 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a Contract Vendor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for noncompliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and parts 5000.3552-5000.3559.

d. Disabled Workers. Minn. R. 5000.3550 provides the Contract Vendor must comply with the following affirmative action requirements for disabled workers.

AFFIRMATIVE ACTION FOR DISABLED WORKERS

(a) The Contract Vendor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contract Vendor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The Contract Vendor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(c) In the event of the Contract Vendor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36 and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(d) The Contract Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contract Vendor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

(e) The Contract Vendor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contract Vendor is bound by the terms of Minn. Stat. § 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

e. Consequences. The consequences of a Contract Vendor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the commissioner, refusal by the commissioner to approve subsequent plans, and termination of all or part of the Contract by the commissioner or the State.

f. Certification. The Contract Vendor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance. It is agreed between the parties that Minn. Stat. 363.36 and Minn. R. 5000.3400 to 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600 are available upon request from the contracting agency.

17. **INDEMNIFICATION. NEGOTIATED.** The Contract Vendor shall indemnify, protect, save and hold harmless the Lead State and the Participating Entity, its representatives and employees, from any and all third party claims or causes of action for personal bodily injury, including death, and damage to tangible personal property, including all legal fees incurred by the Lead State and the Participating Entity arising from the negligence in the performance of the Master Agreement by the Contract Vendor or its agents, employees, or subcontractors. This clause shall not be construed to bar any legal remedies the Contract Vendor may have with the Lead State's and Participating Entity's failure to fulfill its obligations pursuant to the Master Agreement.

    If the Participating Entity's laws require approval of a third party to defend Participating Entity, Participating Entity will seek such approval and if approval is not received, Contract Vendor is not required to defend that Participating Entity.

18. **INTELLECTUAL PROPERTY INDEMNIFICATION. NEGOTIATED** In the event of any such claim by any third party against the Participating Entity that Products, Software, Services or Deliverables (excluding Third-Party Products and open source software) prepared or produced by Dell and delivered pursuant to this Agreement infringe or misappropriate that third party's U.S. patent, copyright, trade secret, or other intellectual property rights (**"Indemnified Claims"**), the Participating Entity shall promptly notify the Contract Vendor. The Contract Vendor, at its own expense, shall indemnify; defend to the extent permitted by the Participating Entity's laws, and hold harmless the Participating Entity against any loss, cost, expense, or liability (including legal fees) arising out of such a claim, whether or not such claim is successful against the Participating Entity.

    If Contract Vendor receives prompt notice such a claim that in the Contract Vendor's opinion is likely to result in an adverse ruling, the Contract Vendor shall at its option (1) obtain a right for the Participating Entity to continue using such Products, Deliverables or Software or allow Contract Vendor to continue performing the Services; (2) modify such Products, Software, Services or Deliverables to make them non-infringing; (3) replace such Products, Software, Services or Deliverables with a non-infringing equivalent; or (4) refund any pre-paid fees for the allegedly infringing Services that have not been performed or provide a reasonable depreciated or pro rata refund for the allegedly infringing Product, Deliverables or Software.

    Notwithstanding the foregoing, Contract Vendor shall have no obligation under this Section for any claim resulting or arising from (1) modifications of the Products, Software, Services Deliverables that were not performed by or on behalf of Contract Vendor; (2) the combination, operation, or use of the Products, Software, Services or Deliverables in connection with a third-party product, software or service (the combination of which causes the claimed infringement); or (3) Contract Vendor's compliance with Participating Entity's written specifications or directions, including the incorporation of any software or other materials or processes provided by or requested by Participating Entity. Contract Vendor's duty to indemnify and defend under this Section is contingent upon: (x) Contract Vendor receiving prompt written notice of the third-party claim or action for which Contract Vendor must indemnify Participating Entity, (y) Contract Vendor having the right to solely control the defense and resolution of such claim or action, and (z) Participating Entity's cooperation with Contract Vendor in defending and resolving such claim or action. This Section states Participating Entity's exclusive remedies for any third-party intellectual property claim or action, and nothing in this Agreement or elsewhere will obligate Contract Vendor to provide any greater indemnity to Participating Entity.

19. **JURISDICTION AND VENUE.** This RFP and any ensuing Master Agreement, its amendments and supplements thereto, shall be governed by the laws of the State of Minnesota, USA. Venue for all legal proceedings arising out of the Master Agreement, or breach thereof, shall be in the State or federal court with competent jurisdiction in Ramsey County, Minnesota. By submitting a response to this Request for Proposal, a Responder voluntarily agrees to be subject to the jurisdiction of Minnesota for all proceedings arising out of this RFP, any ensuing Master Agreement, or any breach thereof.

20. **LAWS AND REGULATIONS.** Any and all services, articles or equipment offered and furnished must comply fully with all local, State and federal laws and regulations, including Minn. Stat. § 181.59 prohibiting discrimination and business registration requirements of the Office of the Minnesota Secretary of State.

21. **NONVISUAL ACCESS STANDARDS.** Pursuant to Minn. Stat. § 16C.145, the Contract Vendor shall comply with the following nonvisual technology access standards :

a. That the effective interactive control and use of the technology, including the operating system applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;

b. That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;

c. That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and

d. That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

These standards do not require the installation of software or peripheral devices used for nonvisual access when the information technology is being used by individuals who are not blind or visually impaired.

22. **NOTICE TO RESPONDERS.** Pursuant to Minn. Stat. § 270C.65, subd. 3, Contract Vendors are required to provide their Federal Employer Identification Number or Social Security Number. This information may be used in the enforcement of federal and State tax laws. Supplying these numbers could result in action to require a Contract Vendor to file tax returns and pay delinquent tax liabilities. These numbers will be available to federal and State tax authorities and State personnel involved in the payment of State obligations.

23. **ORGANIZATIONAL CONFLICTS OF INTEREST.** The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons:
- a Contract Vendor is unable or potentially unable to render impartial assistance or advice to the State;
- the Contract Vendor's objectivity in performing the work is or might be otherwise impaired; or
- the Contract Vendor has an unfair competitive advantage.

The Contract Vendor agrees that if an organizational conflict of interest is discovered after award, an immediate and full disclosure in writing shall be made to the Assistant Director of the Department of Administration's Materials Management Division that shall include a description of the action the Contract Vendor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the State may, at its discretion, cancel the Master Agreement. In the event the Contract Vendor was aware of an organizational conflict of interest prior to the award of the Master Agreement and did not disclose the conflict to the Master Agreement Administrator, the State may terminate the Master Agreement for default. The provisions of this clause shall be included in all subcontracts for work to be performed, and the terms "Contract,""Contract Vendor," "Master Agreement", "Master Agreement Administrator" and "Contract Administrator" modified appropriately to preserve the State's rights.

24. **PAYMENT CARD INDUSTRY DATA SECURITY STANDARD AND CARDHOLDER INFORMATION SECURITY.** Contract Vendor assures all of its Network Components, Applications, Servers, and Subcontractors (if any) comply with the Payment Card Industry Data Security Standard ("PCIDSS"). "Network Components" shall include, but are not limited to, Contract Vendor's firewalls, switches, routers, wireless access points, network appliances, and other security appliances; "Applications" shall include, but are not limited to, all purchased and custom external (web) applications. "Servers" shall include, but are not limited to, all of Contract Vendor's web, database, authentication, DNS, mail, proxy, and NTP servers. "Cardholder Data" shall mean any personally identifiable data associated with a cardholder, including, by way of example and without limitation, a cardholder's account number, expiration date, name, address, social security number, or telephone number.

Subcontractors (if any) must be responsible for the security of all Cardholder Data in its possession; and will only use Cardholder Data for assisting cardholders in completing a transaction, providing fraud control services, or for other uses specifically required by law. Contract Vendor must have a business continuity program which conforms to PCIDSS to protect Cardholder Data in the event of a major disruption in its operations or in the event of any other disaster or system failure which may occur to operations; will continue to safeguard Cardholder Data in the event this Agreement terminates or expires; and ensure that a representative or agent of the payment card industry and a representative or agent of the State shall be provided with full cooperation and access to conduct a thorough security

review of Contract Vendor's operations, systems, records, procedures, rules, and practices in the event of a security intrusion in order to validate compliance with PCIDSS.

25. **PERFORMANCE WHILE DISPUTE IS PENDING.** Notwithstanding the existence of a dispute, the parties shall continue without delay to carry out all of their responsibilities under the Master Agreement that are not affected by the dispute. If a party fails to continue without delay to perform its responsibilities under the Master Agreement, in the accomplishment of all undisputed work, any additional cost incurred by the other parties as a result of such failure to proceed shall be borne by the responsible party.

26. **PREFERENCE.**

Targeted/Economically Disadvantaged. In accordance with Minn. Stat. § 16C.16, subds. 6 and 7, eligible certified targeted group (TG) businesses and certified economically disadvantaged (ED) businesses will receive a 6 percent preference on the basis of award for this RFP. The preference is applied only to the first $500,000 of the response to the RFP. Eligible TG businesses must be currently certified by the Materials Management Division prior to the bid opening date and time.

To verify TG/ED certification, refer to the Materials Management Division's web site at www.mmd.admin.state.mn.usunder "Vendor Information, Directory of Certified TG/ED Vendors."

To verify TG eligibility for preference, refer to the Materials Management Division's web site under "Vendor Information, Targeted Groups Eligible for Preference in State Purchasing" or call the Division's HelpLine at 651.296.2600.

Reciprocal Preference. In accordance with Minn. Stat. §16C.06, subd 7, the acquisition of goods or services shall be allowed a preference over a non-resident vendor from a state that gives or requires a preference to vendors from that state, the preference shall be equal to the preference given or required by the state of the non-resident vendor. If you wish to be considered a Minnesota Resident vendor you must claim that by filling out the Resident Vendor Form included in this solicitation and include it in your response.

Veteran. In accordance with Minn. Stat. § 16C.16, subd. 6a, (a) Except when mandated by the federal government as a condition of receiving federal funds, the commissioner shall award up to a six percent preference in the amount bid on state procurement to **certified small businesses** that are **majority-owned and operated by**:

(1) recently separated veterans who have served in active military service, at any time on or after September 11, 2001, and who have been discharged under honorable conditions from active service, as indicated by the person's United States Department of Defense form DD-214 or by the commissioner of veterans affairs;
(2) veterans with service-connected disabilities, as determined at any time by the United States Department of Veterans Affairs; or
(3) any other veteran-owned small businesses certified under section 16C.19, paragraph (d).

In accordance with Minn. Stat. § 16C.19 (d), a veteran-owned small business, the principal place of business of which is in Minnesota, is certified if it has been verified by the United States Department of Veterans Affairs as being either a veteran-owned small business or a service disabled veteran-owned small business, in accordance with Public Law 109-461 and Code of Federal Regulations, title 38, part 74.

To receive a preference the veteran-owned small business must meet the statutory requirements above by the solicitation opening date and time. The preference is applied only to the first $500,000 of the response. If responder is claiming the veteran-owned preference, attach documentation, sign and return form with response to the solicitation. Only eligible veteran-owned small businesses that meet the statutory requirements and provide adequate documentation will be given the preference.

27. **PUBLIC INFORMATION.** Once the information contained in the responses is deemed public information, interested parties may request to obtain the public information. You may call 651.201.2413 between the hours of 8:00 a.m. to 4:30 p.m. to arrange this.

28. **PUBLICITY.** Any publicity given to the program, publications or services provided resulting from a State contract for goods or services, including but not limited to notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Contract Vendor, or its employees individually or jointly with others, or any subcontractors, shall identify the State as the sponsoring agency and shall not be released, unless such release is a specific part of an approved work plan included in the Master Agreement prior to its approval by the State's Authorized Representative and the State's Assistant Director or designee of Materials Management Division. The Contract Vendor shall make no representations of the State's opinion or position as to the quality or effectiveness of the products and/or services that are the subject of the Master Agreement without the prior written consent of the

State's Assistant Director or designee of Materials Management Division. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.

29. **PURCHASE ORDERS. NEGOTIATED.** The State requires that there will be no minimum order requirements or charges to process an individual purchase order. The Master Agreement number and the PO number must appear on all documents (e.g., invoices, packing slips, etc.). The Ordering Entity's purchase order constitutes a binding contract. Unless otherwise expressly agreed between a Purchasing Entity and the Contract Vendor, any preprinted terms on the Purchasing Entity's purchase order shall be given no force or effect and no terms of a purchase order that conflict with this Master Agreement or the Participating Addendum shall be binding on Contract Vendor.

30. **RIGHTS RESERVED.** Notwithstanding anything to the contrary, the State reserves the right to:
    a. reject any and all responses received;
    b. select, for Master Agreements or for negotiations, a response other than that with the lowest cost;
    c. waive or modify any informalities, irregularities, or inconsistencies in the responses received;
    d. negotiate any aspect of the proposal with any responder and negotiate with more than one responder;
    e. request a BEST and FINAL OFFER, if the State deems it necessary and desirable; and
    f. terminate negotiations and select the next response providing the best value for the State, prepare and release a new RFP, or take such other action as the State deems appropriate if negotiations fail to result in a successful Master Agreement.

31. **RISK OF LOSS OR DAMAGE.** The State is relieved of all risks of loss or damage to the goods and/or equipment during periods of transportation, and installation by the Contract Vendor and in the possession of the Contract Vendor or their authorized agent.

32. **SEVERABILITY.** If any provision of the Master Agreement, including items incorporated by reference, is found to be illegal, unenforceable, or void, then both the State and the Contract Vendor shall be relieved of all obligations arising under such provisions. If the remainder of the Master Agreement is capable of performance it shall not be affected by such declaration or finding and shall be fully performed.

33. **STATE AUDITS** (Minn. Stat. § 16C.05, subd. 5). The books, records, documents, and accounting procedures and practices of the Contract Vendor or other party, that are relevant to the Master Agreement or transaction are subject to examination by the contracting agency and either the Legislative Auditor or the State Auditor as appropriate for a minimum of six years after the end of the Master Agreement or transaction. The State reserves the right to authorize delegate(s) to audit this Master Agreement and transactions.

34. **SURVIVABILITY.** The following rights and duties of the State and responder will survive the expiration or cancellation of the resulting Master Agreements. These rights and duties include, but are not limited to paragraphs: Indemnification, Hold Harmless and Limitation of Liability, State Audits, Government Data Practices, Governing Law, Jurisdiction and Venue, Publicity, Intellectual Property Indemnification, and Admin Fees.

35. **TRADE SECRET/CONFIDENTIAL INFORMATION.** Any information submitted as Trade Secret must be identified and submitted per the Trade Secret Form and must meet Minnesota Trade Secret as defined in Minn. Stat. § 13.37

MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT B - PRICING

1. **BAND(S) AWARDED:** Band 1: Desktop Band 2: Laptop Band 3: Tablet Band 4: Server Band 5: Storage.

2. **PRICE STRUCTURE.** The contract employs a MINIMUM discount-off baseline price list structure with category exceptions for each band. The category discounts may be higher or lower than the than the band discount. The minimum discount and categorized exceptions will be applied to all "quantity one" procurements. An end user will be able to verify pricing using the named base line price list and the minimum discounts with the categorized exceptions provided in the Master Agreement.

3. **PRICE GUARANTEE.** These discounts must remain firm, or the discount may be increased, during the term of the Master Agreement.

4. **BASELINE PRICE LIST.** The Base Line Price is designated in the Pricing Discount Schedule. The Base Line Price List must be accessible and verifiable by potential end users preferably on the Contract Vendor Website. All historic versions of the Baseline Price List must be made available upon request pursuant to the audit provisions.

5. **PRODUCT AND SERVICE SCHEDULE (PSS).** The Product and Service Schedule (PSS) identifies a complete listing of all products and services included in the awarded Master Agreement. The PSS serves as the Contract Catalog. **The PSS will be submitted to the Lead State following contract award and must be approved by the Lead State prior to the start of any sales.** The PSS must be available on the Contract Vendor website for end users to verify pricing based on the minimum discounts with category exceptions provided off a designated base line price list. The Contract Vendor will work with each State to develop a satisfactory PSS reflecting the individual States restrictions.

6. **CHANGES TO THE PSS.** Contract Vendor will request changes to the PSS utilizing an Action Request Form (ARF) Submittals will be reviewed by the Lead State quarterly. Obsolete and discontinued products will be removed.

7. **BULK/VOLUME PRICING.** Further bulk/quantity savings may be obtained when additional quantities are requested. Additional savings are expected when competing awarded vendors for volume pricing.

8. **PROMOTIONAL OFFERS.** Contract Vendors may provide promotions for deeply discounted products based on their inventory and sales. The Contract Vendors will be responsible to market these offers.

9. **PREMIUM SAVINGS PACKAGE PROGRAM.** Contract Vendors participating in the Premium Savings Package (PSP) Program will commit to the standard configurations. The standards currently are refreshed every six months (May and November). Refresh schedule is subject to change. See current configurations: http://www.wnpsp.com/index.html. States and other Participating Entities can choose to purchase these packages without any signing additional documents.

10. **TRADE-IN.** Trade-In Programs are the option of the Participating Entity. The Participating Addendum by each State may address the allowance of Trade-Ins.

11. **SERVICES.** Services are at the option of the Participating Entity. The Participating Addendum by each State may address service agreement terms and related travel.

12. **LEASING.** The Discount schedule will indicate if the Contract Vendor provides leasing. Participating Entities may enter in to lease agreements if they have the legal authority to enter into these types of agreements. The Participating Addendum by each State will identify if and how leasing agreement terms will be conducted.

13. **FREIGHT**. All prices shall be FOB Destination, prepaid and allowed (with freight included in the price), to the address, receiving dock or warehouse as specified on the ordering agency's purchase order, In those situations in which the "deliver-to" address has no receiving dock or agents, the Contract Vendor must be able to deliver to the person specified on the PO without additional cost. If there is a special case where inside delivery fee must be charged, the Contract Vendor will notify the customer in advance in order for the customer to determine if the additional cost will affect the decision to utilize the Contract Vendor.

14. **DELIVERY.** Delivery of ordered product should be completed within thirty (30) calendar days after receipt of an order, unless otherwise agreed to by the ordering agency.

MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT B - PRICING SCHEDULE

1.	BASELINE PRICING DELL RETAIL PRICE LIST		
	LINK: http://ftpbox.us.dell.com/slg/weekly/dellpricereport.pdf		
2.	BAND DISCOUNTS – (CATEGORY EXCEPTIONS APPLICABLE IN ALL BANDS)	DELL CATEGORY	MINIMUM DISCOUNT
	BAND 1 DESKTOP	A	13.5%
	BAND 2 LAPTOP	A	13.5%
	BAND 3 TABLET	H	4%
	BAND 4 SERVER	A	13.5%
	BAND 5 STORAGE	A	13.5%
	IMPORTANT: The minimum discount is provided, refer to Contract Vendor's Website for any additional discounts and request a quote for bulk/volume discounts. All prices shall be FOB Destination, prepaid and allowed (with freight included in the price). If there is a special case where inside delivery fee must be charged, the Contract Vendor will notify the customer in advance.		
CATEGORY EXCEPTIONS:			
	Toner	F	1.5%
	Value Latitude, OptiPlex, Workstation; Selected Products	H	4%
	Selected Promo Offers; Inspiron; Selected Latitude; SC PowerEdge; Selected Dell | EMC; Dell Branded Peripherals/Imaging: PowerConnect, Axim, Projector, Printer	S	2.5%
	Spare Parts, selected Dimension Brand	U, W, Z	.5%
3.	THIRD PARTY PRODUCTS - (APPLICABLE IN ALL BANDS)	M	5.5%
CATEGORY EXCEPTIONS:			
	Selected Third Party Products (software and peripherals)	X	.5%
	Selected Third Party Printers	F	1.5%
4.	**SERVICES**		
	Services are at the option of Participating States. Participating Addendums by each State may address service agreement terms and related travel. States may negotiate additional services. The majority of Dell-branded hardware includes a one-year warranty. Customer may purchase warranty upgrades for 2, 3, 4 or 5 years for certain Dell-branded hardware as offered by Dell. For Dell standard warranty information see http://www.dell.com/learn/us/en/uscorp1/solutions/limited-hardware-warranties		
	Selected Service on Poweredge Departmental Servers; Directline Service; 4-Hr On-Site Critical Care Plus; Business Care Plus On-Site Service (all years)	O	13.3%
	On-site – Next Business Day On-site (extended yrs), Critical Care On-site Service (all yrs); other svcs	R,Z,Z1&ZS	.5%
5.	LEASING		
	Participating Addendum may identify if and how leasing agreement terms will be conducted.		
6.	ADDITIONAL DISCOUNTS – Request a quote for discounts on bulk/volume purchases.		

a. **Per Transaction Multiple Unit: Contact your Sales Representative for additional discounts for volume purchases.**

Minimum Dollar Volume Associated with Single Transaction	Maximum Dollar Volume Associated with Single Transaction	Cat A only, Single Transaction, Maximum of 10 ship to Locations
$50,000.00	$99,999.99	Greater than or Equal to 1%
$100,000.00	$199,999.99	Greater than or Equal to 2%
$200,000.00	$499,999.99	Greater than or Equal to 4%
$500,000.00	$999,999.99	Greater than or Equal to 6%
$1,000,000.00	No Maximum	Greater than or Equal to 8%

b. **Cumulative: Cumulative Discounts are managed at the Master Agreement Level based on total volume.**

Cumulative Dell Spend "Gates"	Category A Discount (Adjustment to the Matrix)
Up to $2B	13.5%
$2B to $4B	14%
$4B to $6B	14.5%
$6B to $8B	15%
$8B to $10B	15.5%
Over $10B	16%

c. **Other Discounts provided:** For purchases made online via Dell.com, Dell offers an additional 0.5% per category, except for Category O. For online purchases of Category O Services, Dell will offer a 13.5% discount.

MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT C - PRODUCT AND SERVICE SCHEDULE (PSS)

1. **MAINTAINING THE PSS.** The Product and Service Schedule (PSS) identifies a complete listing of all products and services included in the awarded Master Agreement. The PSS serves as the WSCA-NASPO Contract Catalog. **The PSS will be submitted to the Lead State following contract award and must be approved by the Lead State prior to the start of any sales.** The PSS must be available on the Contract Vendor website for end users to verify pricing based on the minimum discounts with category exceptions provided off a designated base line price list. The Contract Vendor will work with each State to develop a satisfactory PSS reflecting the individual States restrictions. The Contract Vendor will work to develop a PSS satisfactory to the Lead State prior to the start of sales and containing the following information:

   a. Band number
   b. Part # - SKU #
   c. Manufacturer
   d. Description
   e. Minimum Discount
   f. Category Code (This code will be refined during the approval process)
   g. Other fields approved by the Lead State

2. **CHANGES TO THE PSS:** Contract Vendor will request changes to the PSS utilizing an Action Request Form (ARF) Submittals will be reviewed by the Lead State quarterly. Obsolete and discontinued products will be removed.

3. **FORMAT:** The format for the final product and service schedule will be approved within 30 days of contract award. Suggested format is provided below:

   MANUFACTURER NAME _____ **DATE:** _____
   BASELINE PRICE LIST: _____
   LINK: _____

BAND	Part # - SKU#	MANUFACTURER	DESCRIPTION	MINIMUM DISCOUNT	CATEGORY CODE
1	XYZ	ABC	DESKTOP	60%	1M
2	550	ZZZZZZZ	LAPTOP CART	10%	2TM
3	123A	ABC	SUPER TABLET	25%	3A

4. **THIRD PARTY PRODUCTS:** A list of third party products is to be submitted to the Lead State. Approval must be received from the Lead State prior to adding third party products to the Product and Service Schedule. Master Agreement restrictions of third party products include:

   a. Contract Vendors can only offer Third Party Products in the bands they have been awarded.
   b. Contract Vendor cannot offer products manufactured by another Contract Vendor holding a Minnesota WSCA-NASPO Master Agreement unless approved by the Lead State.
   c. The Contract Vendor will assign the manufacturer or publisher's warranty and maintenance. The Contract Vendor will provide warranty and maintenance call numbers and assist the customer in engaging the manufacturer on warranty and maintenance issues.
   d. Any additions to the Third Party Product list must be submitted utilizing the Action Request Form.
   e. The approved Third Party Product list will be clearly posted on the Vendor provided website and updated as products are approved.

MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT D - WEBSITE

1. **IMPLEMENTATION.** Within 30 calendar days of Master Agreement award, the Contract Vendor must provide a sample URL of the Master Agreement webpage to the Lead State for review and approval. The Lead State will review and determine acceptability of the website format and data. If the information is determined to be unacceptable or incorrect, the Contract Vendor will have 15 calendar days to provide revisions to the Lead State. Once the website is approved, the Contract Vendor may not make material changes to the website without notifying the Lead State and receiving written approval of the changes utilizing the Action Request Form. The Contract Vendor must continue to monitor and update the website throughout the life of the contract. Periodic audits may be conducted to ensure websites are updated and Contract Vendors will be expected to correct deficiencies.

2. **WEBSITE CONTENT.** The website must be separate from the Contract Vendor's commercially available (i.e., public) on-line catalog and ordering systems. Contract Vendor agrees to pursue design of a website to include the items listed below. The Lead State will review and determine acceptability of the website format and data as stated in Item 1 above.

   a. Baseline Price List and historic versions
   b. Approved Product and Service Schedule (PSS)
   c. Product specifications, pricing, and configuration aids for the major product categories proposed that can be used to obtain an on-line quote
   d. Third Party Product list will be clearly posted on the Vendor provided website and updated as products are approved
   e. Link to the WSCA-NASPO EmarketCenter
   f. Online ordering capability with the ability to remember multiple ship to locations if applicable to product
   g. Contact information for order placement, service concerns (warranty and maintenance), problem reporting, and billing concerns
   h. Sales representatives for participating entities
   i. Purchase order tracking
   j. Available Twenty-four (24) hours per day, seven (7) days per week availability, except for regularly scheduled maintenance
   k. Additional Terms may not be posted on the Website without written approval of the Lead State
   l. Link to the WSCA-NASPO EmarketCenter if a State is participating
   m. Information on accessibility and accessible products
   n. If participating in Premium Savings Package Program, lead with these products and display prominently on the website
   o. Links to environmental certification, including but not limited to take-back/recycling programs,
   p. Information regarding the use of Conflict minerals, as required by Section 13(p) of the Securities Exchange Act of 1934, as amended, and the rules promulgated thereunder. See: http://www.sec.gov/rules/final/2012/34-67716.pdf
   q. Service options, service agreements for negotiations when allowed by a participating addendum
   r. EPEAT, Energy Star, etc.
   s. Link to Signed Participating Addendums
   t. Link to Signed Master Agreement
   u. Link to solicitation and Response

3. **TERMINATION** Upon termination or expiration of the Master Agreement awarded from this RFP all websites, on-line offering systems and Electronic Catalog functions supported and/or available as part of the Master Agreement will cease and be removed from public viewing access without redirecting to another website.

COMPUTER EQUIPMENT
2014-2019

MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT E - ACTION REQUEST UPDATE FORM (ARF)

The Action Request Form (ARF) provided in this document must be utilized by the Contract Vendor to provide quarterly updates of PSS and to make requests. The Action Request Forms may be reviewed quarterly by the Lead State.

DATE: _____

ATTN: WSCA-NASPO Master Agreement Administrator

RE: Master Agreement #_____with _____(Contract Vendor)

Dear WSCA-NASPO Master Agreement Administrator:

_____ (Contract Vendor) is providing the following update and/or requesting the action noted below.

Action Requested: _____
Action Log: _____ Verify Log is attached

SELECT ACTION BELOW AND PROVIDE REQUIRED INFORMATION:

___Update of Product & Service Schedule Provide summary of additions, deletions and pricing changes.
NOTE: THIS WILL BE A NOTIFICATION OF CHANGES TO THE PSS, APPROVAL WILL NOT BE NEEDED

___Quarterly Self Audit Check this box to verify the Quarterly Self Audit has been completed

___Third Party Product Addition Provide warranty Guarantee

___Marketing Approval Attach Materials for review

___Material Website Change Describe and provide link for review

___Miscellaneous Inquiry Provide detail (e.g. key contact change, etc.)

The Contract Vendor certifies Products and Services provided meet the terms and conditions of the Master Agreement and understands they may be audited for compliance. Additional information may be requested upon submission. The Lead State may remove previously approved items throughout the life of the Master Agreement if in the best interest at its sole discretion.

Contract Vendor: _____ Name of Requester: _____

Title of Requester: _____

MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT E - ACTION REQUEST FORM (ARF)

ACTION REQUEST FORM LOG

Submit updated Action Log with each update. Log must provide history of previous update.

CONTRACT VENDOR:_____

Contact Name and Email (for questions):_____

DATE:_____

DATE SUBMITTED	ACTION REQUESTED:	DATE APPROVED

MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT F - REPORTING

1. **OWNERSHIP:** Recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and WSCA-NASPO shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided.

2. **DUE DATE:** Reports shall be due no later than the last day of the month following the end of the calendar quarter.

	FROM	TO	DUE
Q1	January 1	March 31	April 30
Q2	April 1	June 30	July 31
Q3	July 1	September 30	October 31
Q4	October 1	December 31	January 31

3. **REQUIRED REPORTS:**

	Report Name	Submitted to	Purpose & Submittal
1	WSCA-NASPO Administrative Fee	WSCA-NASPO	Identify total sales and administrative fee due to WSCA-NASPO 1) Go to: http://www.naspo.org/WNCPO/Calculator.aspx 2) Complete all contract report information fields 3) Enter total sales per State or Select "no sales for quarter" checkbox 4) Click on Submit button
2	WSCA-NASPO Detailed Sales	WSCA-NASPO	Detailed sales data by line item. Currently via an Excel Report template. Future MAY involve a portal. No modifications may be made by the Contract Vendor to the template. This report may also fulfill the reporting requirements of self audits, premium savings sales, and Bring Your Own Device Employee Sales.
3	Participating States	Participating State	Contract Vendor may utilize the detailed sales report to report to individual States unless otherwise directed by the State. States may require additional reporting.
4	Participating Addendum Status	WSCA-NASPO	Provides status of Participating Addendums. Excel Template to be provided by WSCA-NASPO.
5	Premium Saving Package (PSP)	PSP Lead	Additional reporting may be requested.
6	Quarterly Updates of PSS and Self Audit	Lead State	Utilize the Action Request Form (ARF)

MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT G - DEFINITIONS

Acceptance. See Master Agreement Terms regarding Acceptance and Acceptance Testing.
Accessory. Accessories do not extend the functionality of the computer, but enhances the user experience i.e., mouse pad, monitor stand. For the purposes of this proposal, accessories are considered peripherals.
Bands: For the purpose of this solicitation, there are six product bands which may be awarded. Each product band includes related peripherals and services. Responders must only respond to Bands in which they manufacture the defined product. Responder may receive an award in one or more bands for which they manufacture a product based on the evaluation.
BAND 1: DESKTOP. A desktop computer is a personal computer intended for regular use at a single location. A desktop computer typically comes in several units connected together during installation: 1) the processor, 2) display monitor and 3) input devices usually a keyboard and a mouse. All operating systems for tablets are allowed. Zero Clients, Thin clients, all in ones and workstations will also be included under desktops. Ruggedized equipment may also be included in the Product and Service schedule for this band.
BAND 2: LAPTOP. A laptop computer is a personal computer for mobile use. A laptop includes a display, keyboard, point device such as a touchpad and speakers into a single unit. A laptop can be used away from an outlet using a rechargeable battery. All operating systems for tablets are allowed. Laptops will include notebooks, ultrabook, mobile thin clients, chromebooks and netbooks. Computers with mobile operating systems will also be included under laptops. Tablets that have the option to be utilized with a keyboard can be sold in this band. Ruggedized equipment may also be included in the Product and Service Schedule for this band.
BAND 3: TABLET. A tablet is a mobile computer that provides a touchscreen which acts as the primary means of control. All operating systems for tablets are allowed. Ruggedized equipment may also be included as a category in the Product and Service Schedule for this band.
BAND 4: SERVER. A server is a physical computer dedicated to run one or more services or applications (as a host) to serve the needs of the users of other computers on a network. This band also includes server appliances. Server appliances have their hardware and software preconfigured by the manufacturer. It also includes embedded networking components such as those found in blade chassis systems. Ruggedized equipment may also be included in the Product and Service Schedule for this band.
BAND 5: STORAGE. Storage is hardware with the ability to store large amounts of data. This band includes SAN switching necessary for the proper functioning of the storage environment. Ruggedized equipment may also be included in the Product and Service Schedule for this band.
~~**BAND 6: RUGGEDIZED DEVICES** Ruggedized refers to devices specifically designed to operate reliably in harsh usage environments and conditions, such as strong vibrations, extreme temperatures and wet or dusty conditions. Ruggedized Devices may also be offered under bands 1-5 of the Master Agreement.~~ BAND 6 REMOVED. RUGGEDIZED EQUIPMENT MAY BE SOLD IN BANDS 1-5, PROVIDED IT MEETS BAND REQUIREMENTS.
Cloud Services. Delivery of computing as a service rather than a product, whereby shared resources, software and information are provided to computers and other devices as a utility over a network, such as the Internet. (Cloud Services including acquisitions structured as managed on-site services are not allowed.)
Contract Vendor or Contractor. The manufacturer responsible for delivering products or performing services under the terms and conditions set forth in the Master Agreement. The Contract Vendor must ensure partners utilized in the performance of this contract adhere to all the terms and conditions. For the purposes of this RFP, the term Partner will be utilized in naming the relationship a manufacturer has with another company to market and sell the contract. Participating States will have final determination/approval if a Partner may be approved for that state in the role identified by the Contract Vendor.
Components. Parts that make up a computer configuration.
Configuration. The combination of hardware and software components that make up the total functioning system.
Desktop. This is Band 1 of this solicitation. A desktop computer is a personal computer intended for regular use at a single location. A desktop computer typically comes in several units connected together during installation: 1) the processor,

2) display monitor and 3) input devices usually a keyboard and a mouse. Desktop virtualization endpoints such as zero and thin clients will also be included under the Desktop Band.

Energy Star®. A voluntary energy efficiency program sponsored by the U.S. Environmental Protection Agency. The Energy Star program makes identification of energy efficient computers easy by labeling products that deliver the same or better performance as comparable models while using less energy and saving money. Energy Star qualified computers and monitors automatically power down to 15 watts or less when not in use and may actually last longer than conventional products because they spend a large portion of time in a low-power sleep mode. For additional information on the Energy Star program, including product specifications and a list of qualifying products, visit the Energy Star website at http://www.energystar.gov.

EPEAT. A system for identifying more environmentally preferable computer desktops, laptops, and monitors. It includes an ANSI standard - the IEEE 1680 EPEAT standard – and website www.epeat.net to identify products manufacturers have declared as meeting the standard. EPEAT provides a clear and consistent set of performance criteria for the design of products. It is not a third-party certification program. Instead, Manufacturers self-certify that their products are in conformance with the environmental performance standard for electronic products.

FOB Destination. Shipping charges are included in the price of the item and the shipped item becomes the legal property and responsibility of the receiver when it reaches its destination unless there is acceptance testing required.

FOB Inside Delivery. Special Shipping arrangements, such as inside delivery, may include additional fees payable by the Purchasing Entity. Any FOB inside delivery must be annotated on the Purchasing Entity ordering document.

General Consulting. Services related to advising agencies on how best to use information technology to meet business objectives. Examples of such services would include management and administration of IT systems. Each State will have varying laws, rules, policies and procedures surrounding general consulting which need adherence. Minnesota Statute section 16C.08 defines general consulting for the State of Minnesota. https://www.revisor.mn.gov/statutes/?id=16C.08

Laptop. This is Band 2 of this solicitation. A laptop computer is a personal computer for mobile use. A laptop includes a display, keyboard, point device such as a touchpad and speakers into a single unit. A laptop can be used away from an outlet using a rechargeable battery. Laptop Band may include notebooks, ultrabooks, and netbooks. Computers with mobile operating systems will also be included under the Laptop Band.

Lead State. The State conducting this cooperative solicitation and centrally administering any resulting Master Agreement with the permission of the Signatory States. Minnesota is the Lead State for this procurement and the laws of Minnesota Statute Chapter 16C apply to this procurement.

Manufacturer. A company that, as one of its primary business function, designs, assembles owns the trademark/patent and markets branded computer equipment.

Master Agreement. The underlying agreement executed by and between the Lead State and the Contract Vendor.

Middleware. Middleware is the software "glue" that helps programs and databases (which may be on different computers) work together. Its most basic function is to enable communication between different pieces of software.

Options. An item of equipment or a feature that may be chosen as an addition to or replacement for standard equipment and features.

Order. A purchase order, sales order, or other document used by a Purchasing Entity to order the Equipment.

Participating Addendum. A written statement of agreement signed by the Contract Vendor and a Participating State or other Participating Entity that clarifies the operation of this Master Agreement for the Participating Entity (e.g., ordering procedures specific to a Participating State) and may add other state-specific language or other requirements. A Participating Addendum evidences the Participant's willingness to purchase and the Contract Vendor's willingness to provide equipment under the terms and conditions of this Master Agreement with any and all exceptions noted and agreed upon.

Participating States. States that utilize the Master Agreement established by the RFP and enter into a Participating Addendum which further defines their participation.

Participating Entity. A Participating State, or other legal entity, properly authorized by a Participating State to enter into the Master Agreement through a Participating Addendum and that authorizes orders from the Master Agreement by Purchasing Entities. Under the WSCA-NASPO program, in some cases, local governments, political subdivisions or other entities in a State may be authorized by the chief procurement official to execute its own Participating Addendum where a Participating Addendum is not executed by the chief procurement official for that state that covers local governments, political subdivisions, or other government entities in the state.

Partner. A company, authorized by the Contract Vendor and approved by the Participating State, to provide marketing, support, or other authorized contract services on behalf of the Contract Vendor in accordance with the terms and conditions of the Contract Vendor's Master Agreement. In the RFP, Partner is the term that is used to call out the many different relationships a manufacturer may have with another company to market their product including, but not limited to agents, subcontractors, partners, fulfillment partners, channel partners, business partners, servicing subcontractor, etc.

Peripherals. A peripheral means any hardware product that can be attached to, added within or networked with personal computers, servers and storage. Peripherals extend the functionality of a computer without modifying the core components of the system. For the purposes of this proposal, peripherals are defined as including accessories. Peripherals may be manufactured by a third party, however, Contract Vendor shall not offer any peripherals manufactured by another Contract Vendor holding a Master Agreement. The Contract Vendors shall provide the warranty service and

maintenance for all peripherals on the Master Agreement. **Examples of peripherals/accessories/options:** Include but are not limited to: printers, monitors, multifunction printers, audiovisual equipment, instructional equipment, cabling, modems, networking to support server, storage and client applications such as routers, switches. Software is an option which must be related to the purchase of equipment and subject to configuration limits. **Third party products are allowed to be offered as peripherals/accessories/options and may be offered in any related band.**
Per Transaction Multiple Unit Discount. A contractual volume discount based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Participating Entity or multiple entities conducting a cooperative purchase.
Premium Savings Packages. Deeply discounted standard configurations available to Purchasing Entities using the Master Agreement. This specification includes a commitment to maintain and upgrade (keep pace with the advance of technology) the standard configurations for a stated period of time or intervals. WSCA-NASPO reserves the right to expand and modify the PSP throughout the life of the contract. See http://www.wnpsp.com/index.html.
Purchasing Entity – means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues an order against the Master Agreement and becomes financially committed to the purchase.
Ruggedized. This was band 6 of this solicitation. Ruggedized refers to equipment specifically designed to operate reliably in harsh usage environments and conditions, such as strong vibrations, extreme temperatures and wet or dusty conditions.
Services. Broadly classed as installation/de-installation, maintenance, support, training, migration, and optimization of products offered or supplied under the Master Agreement. These types of services may include, but are not limited to: warranty services, maintenance, installation, de-installation, factory integration (software or equipment components), asset management, recycling/disposal, training and certification, pre-implementation design, disaster recovery planning and support, service desk/helpdesk, and any other directly related technical support service required for the effective operation of a product offered or supplied. Contract Vendors may offer, but participating States and entities do not have to accept, limited professional services related **ONLY** to the equipment and configuration of the equipment purchased through the resulting contracts. EACH PARTICIPATING STATE DETERMINES RESTRICTIONS AND NEGOTIATES TERMS FOR SERVICES.
Server. This is Band 4 of this solicitation. A server is a physical computer dedicated to run one or more services or applications (as a host) to serve the needs of the users of other computers on a network. This band also includes server appliances. Server appliances have their hardware and software preconfigured by the manufacturer. It also includes embedded networking components such as those found in blade chassis systems. Ruggedized equipment may also be included in the Product and Service Schedule for this band.
Storage. This is Band 5 of this solicitation. Storage is hardware with the ability to store large amounts of data. This band includes SAN switching necessary for the proper functioning of the storage environment. Ruggedized equipment may also be included in the Product and Service Schedule for this band.
Storage Area Network. A storage area network (SAN) is a high-speed special-purpose network (or subnetwork) that interconnects different kinds of data storage devices with associated data servers on behalf of a larger network of users.
Storage as a Service (STaaS). An architecture model by which a provider allows a customer to rent or lease storage space on the provider's hardware infrastructure on a subscription basis. E.g., manage onsite or cloud services.
Software. For the purposes of this proposal, software is commercial operating off the shelf machine-readable object code instructions including microcode, firmware and operating system software that are preloaded on equipment. The term "Software" applies to all parts of software and documentation, including new releases, updates, and modifications of software.
Tablet. This is Band 3 of this solicitation. A tablet is a mobile computer that provides a touchscreen which acts as the primary means of control. Tablet band may include notebooks, ultrabooks, and netbooks that are touchscreen capable.
Takeback Program. The Contract Vendor's process for accepting the return of the equipment or other products at the end of life.
Third Party Products. Products sold by the Contract Vendor which are manufactured by another company.
Upgrade. Refers to replacement of existing software, hardware or hardware component with a newer version.
Warranty. The Manufacturers general warranty tied to the product at the time of purchase.
Wide Area Network or **WAN.** A data network that serves users across a broad geographic area and often uses transmission devices provided by common carriers.
WSCA-NASPO. The WSCA-NASPO cooperative purchasing program, facilitated by the WSCA-NASPO Cooperative Purchasing Organization LLC, a 501(c)(3) limited liability company that is a subsidiary organization of the National Association of State Procurement Officials (NASPO). The WSCA-NASPO Cooperative Purchasing Organization facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. The WSCA-NASPO Cooperative Development Team is identified in the Master Agreement as the recipient of reports and may be performing contract administration functions as assigned by the Lead State Contract Administrator.

AMENDMENT NO.: 1 **-** Renewal

PARTICIPATING ADDENDUM
NASPO ValuePoint Cooperative Procurement Program
COMPUTER EQUIPMENT MASTER AGREEMENT
Administered by the State of Minnesota
Master Agreement No: MNWNC-
And
The State of Florida
Alternate Contract Source No. 43211500-WSCA-15-ACS

This Amendment ("Amendment") effective April 1, 2017, to the Computer Equipment, Peripherals, & Services Contract No. 43211500-WSCA-15-ACS ("Contract"), between the State of Florida, Department of Management Services ("Department") and ("Contractor") are collectively referred to herein as the "Parties." All capitalized terms used herein shall have the meaning assigned to them in the Participating Addendum unless otherwise defined herein.

Contract Renewal. The Department hereby executes its renewal option for a three (3) year period pursuant to Section 287.057(13), Florida Statutes. The new contract expiration date is March 31, 2020.

I. Public Records. The Participating Addendum is amended to add the following**:**
If, under this Contract, the Contractor is providing services and is acting on behalf of a public agency as provided by section 119.0701(2)(b), F.S., the Contractor shall:
(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

(c) 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 public agency.

(d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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 CONTRACT MANAGER.

II. Annual Appropriation. The Participating Addendum is amended to add the following**:**
Pursuant to section 287.0582, F.S., if the ACS binds the State or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the ACS is contingent upon an annual appropriation by the Legislature.

III. Cooperation with the Inspector General. Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/), whichever is longer. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include, but will not be limited to salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

IV. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

V. Warrant of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

VI. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect.

State of Florida,
Department of Management Services

By: _____	**By:** _____
Name: Erin Rock	**Name:** _____
Title: Chief of Staff	**Title:** _____
Date: _____	**Date:** _____

Information below was taken from the following website:

https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/alternate_contract_source/computer_equipment_peripherals_and_services

Florida Department of Management Services > Business Operations > State Purchasing > Vendor Information > State Contracts and Agreements > Alternate Contract Source > Computer Equipment, Peripherals & Services

<< Return

Computer Equipment, Peripherals & Services
43211500-WSCA-15-ACS

Effective Period	09/30/2015 through 03/31/2020
Contract Type	Alternate Contract Source
Contract Information	How to Use this Alternate Contract Source Products Categories List Contractors Pricing
Contract Documents	Forms and Other Information Amendments and Memorandums Master Agreements Participating Addenda
Contract Administration	Christopher McMullen (850) 922-9867 christopher.mcmullen@dms.myflorida.com
Commodity Codes	UNSPSC-43211500, UNSPSC-43211600, UNSPSC-43211900

Description

This alternate contract source (ACS) authorizes the use of the National Association of State Procurement Officials' ValuePoint Program (NASPO ValuePoint) Computer Equipment, Peripherals and Services contract, which was competitively solicited and awarded by the State of Minnesota.

Benefits

- This contract is available only for products not on state term contracts.
- WSCA participating addendums are entered on behalf of governmental entities in Florida for Ace, Apple, ByteSpeed, Ciara, Cisco, Computer Technology Link, Dell, EMC, Firefly, Fujitsu, HP Inc., HP Enterprise, Hitachi, Howard, IBM, Lenovo, M&A Technology, Microsoft, Microtech, NetApp, Nimble, Panasonic, Pure Storage, Samsung, Tegile, Tintri, Transource, and Xiotech.

Dell

CBE Code	Florida Climate Friendly Preferred Products	Recycled Products	Utilizes Authorized Resellers	Coverage Area
A - Non-Minority	No	No	Yes	Statewide

Contact Information	
Vendor:	Dell Marketing LP
FL Minority Business Designation:	A – Non-Minority
Vendor FEIN:	74-2616805
Contacts:	Katherine Dunay
Title:	Program Contract Manager
Street Address:	One Dell Way, RR1-33 Round Rock, TX 78682
Phone Number:	512-723-0818
Email Address:	katherine_dunay@dell.com
Ordering Information	
Contact Name:	Andre Fuqua
Title:	Sales Representative
Address:	One Dell Way, RR8-11 Round Rock, TX 78682
Email Address:	Andre_Fuqua@dell.com
Phone Number:	512-513-8704
Toll Free Number:	1-800-981-3355, ext. 513-8704
Ordering Fax Numbers:	512-283-3884
Internet Address:	Dell Marketing
Remit Address:	Dell Marketing L.P. C/O Dell USA L.P. Atlanta, GA 30353-4118

Authorized Resellers (120.38 KB)

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/6/2018

REQUESTED ACTION BY COMMISSION: Approve an increase to estimated annual expenditure to Lou Bachrodt Freightliner of Pompano Beach, FL from $25,000 to $80,000 per City Bid # 068-1412-17/MFD due to higher than expected repair costs.

EXPLANATION OF REQUEST:
Bid Term: August 17, 2017 - August 16, 2018

The Commission approved bid # 068-1412-17/MFD on August 16, 2017 for a one year period from August 17, 2017 to August 16, 2018 with an estimated annual expenditure of $25,000 for parts and repairs.

We have experienced an increase in repairs from the previous year which will result in exceeding the original estimate of $25,000.

One repair that needs to be completed is a complete engine overhaul for fire truck # 882. The engine overhaul is estimated to cost $30,460.22.

Unit #882 is a 2010 Sutphen Pumper fire truck and is one of the department front line trucks, original cost of truck approximately $392,000 and is not scheduled for replacement for another 7 years. Without the repairs the department would be down a major piece of equipment. With replacement not due for another 7 years, staff recommends these repairs to keep this truck in service.

The increase to $80,000 is for the repair of truck # 882 and any unforeseeable repairs that may need to be completed.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? The repairs will allow for Fire Truck # 882 to be operational again. And the increase will allow for the repair and parts for all other Freighliner vehicles including other fire trucks.

FISCAL IMPACT: Budgeted Funding is budgeted in Fleet Maintenance for account # 501-5000-590-0985.

ALTERNATIVES: To not approve increase to repair the Fire truck which will deactivate it from service.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Addendum	Original Commission Agenda Request
Addendum	Award Letter
Addendum	Repair estimate

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 8/16/2016

REQUESTED ACTION BY COMMISSION: Approve the Bid for "ANNUAL SUPPLY OF ORIGINAL EQUIPMENT MANUFACTURER (OEM) SERVICE AND PARTS FOR FREIGHTLINER VEHICLES AND EQUIPMENT" Bid # 060-1412-16/MFD to one (1) company: Lou Bachrodt Freightliner, who met all specifications with an estimated annual amount of $25,000.

EXPLANATION OF REQUEST:
On July 26, 2016, Procurement Services opened and tabulated one (1) bid for Service/Parts for Freightliner Trucks. All bids were reviewed by the Warehouse Manager. It was determined to recommend award of the entire contract to Lou Bachrodt Freightliner**.** The award is based on percentage discount, service cost per hour and OEM dealer. The award is as follows on the next pages:

LOT # 1
Freightliner
Lou Bachrodt
Discount 27%
Hourly Rate $97.50

Lou Bachrodt was the only proposal submitted.

The bid will be for the period of 8/17/2016 to 8/16/2017 and allow for two (2) additional one (1) year extensions at the same terms, conditions and prices subject to vendor acceptance, satisfactory performance and determination that the renewal is in the best interest of the City.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
The purpose of this bid is to secure a source of supply for the purchase of service/parts for Freightliner trucks and equipment. All orders are on an “AS NEEDED BASIS” and with high usage items being stocked within the City’s Warehouse.

FISCAL IMPACT:
Funds are budgeted and available for account 502-0000-141-0100 for the estimated amount of $25,000.
FY 14/15 expenditures were $20,365.46.
FY 15/16 expenditures to date are $11,255.41.
The increase in the estimated amount is due to the anticipation of heavy repairs needed for these trucks.

ALTERNATIVES:
Obtain quotes on an “as needed” basis which would not be cost effective.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant?

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Addendum	Award Letter
🗋	Addendum	Tabulation Sheet

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Alibrandi, Julie	Rejected	7/28/2016 - 9:53 AM

The City of Boynton Beach

PROCUREMENT SERVICES
100 E. BOYNTON BEACH BOULEVARD
P.O. BOX 310
BOYNTON BEACH, FLORIDA
33425-0310
TELEPHONE NO: (561) 742-6310
FAX: (561) 742-6316

August 17, 2016

Lou Bachrodt Freightliner
1801 W. Atlantic Blvd.
Pompano Beach, FL. 33064

RE: **"ANNUAL SUPPLY OF ORIGINAL EQUIPMENT MANUFACTURER (OEM) SERVICE AND PARTS FOR FREIGHTLINER VEHICLES AND EQUIPMENT"**
BID #: 060-1412-16/MFD

BID TERM PERIOD: 8-17-2016 THRU 8-16-2017

Dear Mr. Chris Poulin:

At the Commission meeting of August 16, 2016, the BID for **"ANNUAL SUPPLY OF ORIGINAL EQUIPMENT MANUFACTURER (OEM) SERVICE AND PARTS FOR FREIGHTLINER VEHICLES AND EQUIPMENT"** was awarded to your company as a primary vendor as shown on the attached tabulation sheets.

We would like to thank you for responding to this Bid. If you have any questions regarding this Bid, please contact Michael Dauta at dautam@bbfl.us.

Sincerely,

Tim W. Howard
Assistant City Manager, Administrative Services

Enclosure: Tabulation Sheet

Award:
Primary
Discount 27%

cc: Michael Dauta – Warehouse Manager
Central File
File

LOU BACHRODT FREIGHTLINER
2840 Center Port Circle
Pompano Beach, Florida 33064
Phone 954-545-1053 Fax 954-247-2508

MV NUMBER APPLIED FOR

COMPANY NAME CITY OF BOYNTON BEACH
CUSTOMER NAME ROLAND MILLER
ADDRESS 222 NE 9TH. AVE
CITY BONYTON BEACH STATE FL ZIP 33435
PHONE (DAY) 561-742-6208 (NIGHT)
FAX: EMAIL
RO# 33028

ESTIMATE DATE 01/05/198 TIME
PROPOSED WORK COMPLETION DATE
DATE ESTIMATE EXPIRES
PAYMENT METHOD ☐ CASH ☐ CHG ☐ CREDIT CARD
RETAIN PARTS ☐ NO ☐ YES
ESTIMATE CHARGE / HOURLY PER HOUR
ESTIMATOR'S NAME SR PAGE 1 OF 1
LABOR BASED ON ___ FLAT RATE ___ HOURLY ___ BOTH

MILEAGE IN 48884 SER. # A10003084 MODEL SUTPHEN FIRETRUCK COLOR RED UNIT # 882
MILEAGE OUT YEAR 2010 LIC. # MAKE ENGINE TYPE

RE-PLACE	RE-PAIR	CUSTOMER COMPLAINT / DETAILS	N = New U = Used R = Rebuilt	PART / NUMBER / DESCRIPTION	LABOR DOLLARS	PARTS & MATERIALS	Line Total
1		C/S REAR MAIN SEAL LEAKING CHECK AND ADV			$312.50		$312.50
		C/S CEL ON CHECK AND ADVISE			$312.50	$189.14	$501.64
		REVIEW TECH STORY					
		INFRAME NEEDED FOR UNIT			$5,625.00	$20,474.08	$26,099.08
		THIS REPAIR WILL BE FOR REAR MAIN SEAL LE					
		ALL RELATED COMPONENTS & PARTS			$2,500.00		$2,500.00
		TURBO			$500.00		$500.00
		WATERPUMP			$250.00		$250.00

PLEASE READ CAREFULLY, CHECK ONE OF THE STATEMENTS BELOW, AND SIGN:

I UNDERSTAND THAT, UNDER STATE LAW, I AM ENTITLED TO A WRITTEN ESTIMATE IF MY FINAL BILL WILL EXCEED $100.

____ I REQUEST A WRITTEN ESTIMATE

____ I DO NOT REQUEST A WRITTEN ESTIMATE AS LONG AS THE REPAIR COSTS DO NOT EXCEED $ _____. THE SHOP MAY NOT EXCEED THIS AMOUNT WITHOUT MY WRITTEN OR ORAL APPROVAL

____ I DO NOT REQUEST A WRITTEN ESTIMATE

SIGNED _____ DATE _____

LABOR	$9,500.00
PARTS	$20,663.22
TAX	
SUBLET	
WASTE	
Supplies	$297.00
TOTAL	**$30,460.22**

THANK- YOU

YOUR BUSINESS IS GREATLY APPRECIATED

Please read the back of this document before signing above. Signature on back is required as well as initialing on some line items before we can proceed.

This charge represents costs & profits to the motor vehicle for miscellaneous shop supplies or waste disposal. FS403.718 mandates a$1.00 fee for each new tire sold in the state of Florida. FS402.7185 mandates a $1.50 for each new or remanufactured battery sold in the state of Florida A storage fee of $50.00 per day may be applied to vehicles which are not claimed within 3 days of notification

Repair Order Detail - Internal Copy

RO Number: 33028 RO Status: PREASSIGNED

Customer: CITY OF BOYNTON BEACH
Phone(s): Contact: (561)742-6317 Main: (561)742-6317
Vehicle: 129A1BLD3A1003084 2010 FIRE

Click to View Cust Copy
Cell: (561)572-1210
882

Mileage: 48,884
Service advisor: 2905
Tag number: T4797

Payment type: CORP
Promised time: 11:24 AM
Promised date: 12/18/2017

Waiter: No
Estimate: 0.00
Customer Comments: Yes

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CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/6/2018

REQUESTED ACTION BY COMMISSION: Accept the written report to the Commission for purchases over $10,000 for the month of December 2017.

EXPLANATION OF REQUEST:
Per Ordinance No.01-66, Chapter 2, Section 2-56.1 Exceptions to competitive bidding, Paragraph b, which states: "Further, the City Manager, or in the City Manager's absence, the Acting City Manager is authorized to execute a purchase order on behalf of the City for such purchases under the $25,000 bid threshold for personal property, commodities, and services, or $75,000 for construction. The City Manager shall file a written report with the City Commission at the second Commission meeting of each month listing the purchase orders approved by the City Manager, or Acting City Manager. Below is a list of the purchases for December 2017:

Purchase Order	Vendor	Amount
180536	Bliss Products & Services	$ 74,704.83
180568	Kaman Industrial Technologies	$ 12,824.00
180605	Homrich Corporation	$ 29,700.00
180623	Talley Walker Services, Inc.	$ 16,915.00

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
Ordinance No.01-66, Chapter 2, Section 2-56.1 assists departments in timely procurement of commodities, services, and personal property. Administrative controls are in place with the development of a special processing form titled "Request for Purchases over $10,000" and each purchase request is reviewed and approved by the Department Director, Finance Department, and City Manager.

FISCAL IMPACT: Budgeted
This Ordinance provides the impact of reducing paperwork by streamlining processes within the organization. This allows administration to maintain internal controls for these purchases, reduce the administrative overhead of processing for approval, and allow for making more timely purchases.

ALTERNATIVES:
None

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Attachment	Purchases over $10,000 Dec 2017 Backup

CITY OF BOYNTON BEACH
APPROVED REQUESTS FOR PURCHASES OVER $10,000
FOR DECEMBER 2017

1. **Vendor:** Bliss Products & Services — **Purchase Amount:** $74,704.83

Requesting Department: Public Works — **Contact Person:** Gail Mootz
Date: 12/8/17

Brief Description of Purchase:
Playground equipment and installation for Meadows Park, SuperMax Playstructure

Source for Purchase: Piggyback Clay County Contract RFP #13/14-8 — **Fund Source:** 303-4216-572-63-05 RP1848

2. **Vendor:** Kaman Industrial Technologies — **Purchase Amount:** $12,824.00

Requesting Department: Materials & Distribution — **Contact Person:** Michael Dauta
Date: 12/12/17

Brief Description of Purchase:
Purchase of two 7.5HP pumps for warehouse stock, pumps are to be used for lift stations.

Source for Purchase: Piggyback of PBC contract #15005 — **Fund Source:** 502-0000-1410-01-00

3. **Vendor:** Homrich Corporation — **Purchase Amount:** $29,700.00

Requesting Department: Public Works — **Contact Person:** Gail Mootz
Date: 12/26/17

Brief Description of Purchase:
Remove and disposal of all Sky Shjaed and poles from north and south end of Ocean Front Park. Fill and cover cut off polse with 12" colored concrete.

Source for Purchase: Three Written Quotes Construction related — **Fund Source:** 303-4210-572-62-01 RP1854

4. **Vendor:** Talley Walker Services, Inc. — **Purchase Amount:** $16,915.00

Requesting Department: Public Works — **Contact Person:** Gail Mootz
Date: 12/27/17

Brief Description of Purchase:
Oyer Park-Coast Guard Building, window replacement

Source for Purchase: Three Written Quotes — **Fund Source:** 303-4211-572-62-01 RP1859

5. **Vendor:** — **Purchase Amount:**

Requesting Department: — **Contact Person:**
Date:

Brief Description of Purchase:

Source for Purchase: — **Fund Source:**

PURCHASE ORDER

CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
100 EAST BOYNTON BEACH BOULEVARD
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 180536
DATE: 12/08/17

VENDOR 13591

TO: BLISS PRODUCTS & SERVICES INC.
6831 SOUTH SWEETWATER RD
LITHIA SPRINGS, GA 30122

SHIP TO:
City of Boynton Beach
PUBLIC WORKS DEPARTMENT
222 N.E. 9TH AVENUE
BOYNTON BEACH, FL 33435

REQUISITION NO. 70264	ORDERING DEPARTMENT: FACILITIES/CIP/AGGA		INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO:	COMMISSION APPROVED:	

LINE#	QUANTITY UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	44.00 EA	12" HIGH BLACK BORDER TIMBERS W/SPIKE-BLISS LOGO ACTION PLAY MSRP VENDOR ITEM NO.- APS-BLISS12*	25.2700	1111.88
2	153.00-DL	DISCOUNT EXCEEDS CLAY COUNTY CONTRACT DISCOUNT	1.0000	153.00-
3	1.00 EA	ADA HALF RAMP SYSTEM. ACTIONPLAY MSRP VENDOR ITEM NO.- APS-ADAHALFRAMP	418.9500	418.95
4	36225.00 DL	INSTALLATION OF ALL EQUIPMENT, PER CLAY COUNTY CONTRACT.	1.0000	36225.00
5	115000.00 DL	SUPERMAX PLAYSTRUCTURE FROM NRPA CONFERENCE. PLAY & PARK STRUCTURES MSRP. VENDOR ITEM NO.- 20-112715	1.0000	115000.00
6	11500.00-DL	NRPA SHOW DISPLAY DISCOUNT PER CLAY COUNTY CONTRACT DISCOUNT.	1.0000	11500.00-
7	71558.00-DL	PROMOTIONAL PHOTOGRAPHY DISCOUNT FROM PLAY & PARK STRUCTURES.	1.0000	71558.00-
8	5160.00 DL	FREIGHT	1.0000	5160.00

REMARKS:
MEADOWS PARK PLAYGROUND EQUIPMENT & INSTALLATION
PIGGYBACK CLAY COUNTY CONTRACT RFP #13/14-8
QUOTE #41355
APPROVED BY CITY MANAGER PER CONSTRUCTION THRESHOLD.

PROCUREMENT SERVICES:		P.O. TOTAL: 74704.83

ACCOUNT NO. 303-4216-572.63-05
PROJECT RP1848

PURCHASE REQUISITION NBR: 0000070264

REQUISITION BY: FACILITIES/CIP/AGGA

STATUS: DEPT APPROVAL
REASON: MEADOWS PARK - PLAYGROUND EQUIPMENT

SHIP TO LOCATION: PUBLIC WORKS

SUGGESTED VENDOR: 13591 BLISS PRODUCTS & SERVICES INC.

DATE: 11/20/17

DELIVER BY DATE: 11/21/17

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
3	30342165726305	IMPVTS OTHER THAN BLDGS. PARKS IMPROVEMENTS	RP1848 Meadows Pk-Playground Eqp	100.00	418.95
4	30342165726305	IMPVTS OTHER THAN BLDGS. PARKS IMPROVEMENTS	RP1848 Meadows Pk-Playground Eqp	100.00	36225.00
5	30342165726305	IMPVTS OTHER THAN BLDGS. PARKS IMPROVEMENTS	RP1848 Meadows Pk-Playground Eqp	100.00	115000.00
6	30342165726305	IMPVTS OTHER THAN BLDGS. PARKS IMPROVEMENTS	RP1848 Meadows Pk-Playground Eqp	100.00	11500.00-
7	30342165726305	IMPVTS OTHER THAN BLDGS. PARKS IMPROVEMENTS	RP1848 Meadows Pk-Playground Eqp	100.00	71558.00-
8	30342165726305	IMPVTS OTHER THAN BLDGS. PARKS IMPROVEMENTS	RP1848 Meadows Pk-Playground Eqp	100.00	5160.00

* 74704.83

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

PIGGYBACKING CLAY COUNTY CONTRACT RFP #13/14-8

APPROVALS

City Manager: _____ Date 12/8/17

Finance Dept. _____ Date 12/8/17

Risk Manager _____ Date 12-7-17

City Attorney _____ Date _____

PURCHASE REQUISITION NBR: 0000070264

REQUISITION BY: FACILITIES/CIP/AGGA

STATUS: DEPT APPROVAL
REASON: MEADOWS PARK - PLAYGROUND EQUIPMENT

DATE: 11/20/17

SHIP TO LOCATION: PUBLIC WORKS

SUGGESTED VENDOR: 13591 BLISS PRODUCTS & SERVICES INC.

DELIVER BY DATE: 11/21/17

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	12" HIGH BLACK BORDER TIMBERS W/SPIKE-BLISS LOGO ACTION PLAY MSRP COMMODITY: PARK,PLAYGROUND,REC EQUIP SUBCOMMOD: PLAYGROUND EQUIPMENT	44.00	EA	25.2700	1111.88	APS-BLISS12*
2	DISCOUNT EXCEEDS CLAY COUNTY CONTRACT DISCOUNT COMMODITY: PARK,PLAYGROUND,REC EQUIP SUBCOMMOD: PLAYGROUND EQUIPMENT	153.00-	DL	1.0000	153.00-	
3	ADA HALF RAMP SYSTEM. ACTIONPLAY MSRP COMMODITY: PARK,PLAYGROUND,REC EQUIP SUBCOMMOD: PLAYGROUND EQUIPMENT	1.00	EA	418.9500	418.95	APS-ADAHALFRAMP
4	INSTALLATION OF ALL EQUIPMENT, PER CLAY COUNTY CONTRACT. COMMODITY: PARK,PLAYGROUND,REC EQUIP SUBCOMMOD: PLAYGROUND EQUIPMENT	36225.00	DL	1.0000	36225.00	
5	SUPERMAX PLAYSTRUCTURE FROM NRPA CONFERENCE. PLAY & PARK STRUCTURES MSRP. COMMODITY: SHIPPING AND HANDLING SUBCOMMOD: SHIPPING & HANDLING	115000.00	DL	1.0000	115000.00	20-112715
6	NRPA SHOW DISPLAY DISCOUNT PER CLAY COUNTY CONTRACT DISCOUNT. COMMODITY: PARK,PLAYGROUND,REC EQUIP SUBCOMMOD: PLAYGROUND EQUIPMENT	11500.00-	DL	1.0000	11500.00-	
7	PROMOTIONAL PHOTOGRAPHY DISCOUNT FROM PLAY & PARK STRUCTURES. COMMODITY: PARK,PLAYGROUND,REC EQUIP SUBCOMMOD: PLAYGROUND EQUIPMENT	71558.00-	DL	1.0000	71558.00-	
8	FREIGHT COMMODITY: SHIPPING AND HANDLING SUBCOMMOD: SHIPPING & HANDLING	5160.00	DL	1.0000	5160.00	

REQUISITION TOTAL: 74704.83

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	30342165726305	IMPVTS OTHER THAN BLDGS PARKS IMPROVEMENTS	RP1848 Meadows Pk-Playground Eqp	100.00	1111.88
2	30342165726305	IMPVTS OTHER THAN BLDGS PARKS IMPROVEMENTS	RP1848 Meadows Pk-Playground Eqp	100.00	153.00-

Bliss Products and
Services, Inc
6831 S. Sweetwater Rd.
Lithia Springs, GA 30122
(800) 248-2547
(770) 920-1915 Fax

Quote #**41355**

Sales Rep: Patty Carruthers
patty@blissproducts.com
O: (239) 248-6430
F: (770) 920-1915
C: (239) 248-6430

City of Boynton Beach **Date** 10-10-2017 **Project** Copy of NRPA Show Special

Bill To	**Ship To**	**Contact**
City of Boynton Beach 100 E. Boynton Beach Blvd. Boynton Beach, FL, 33435 T: (561) 742-6252	City of Boynton Beach	Tom Balfe Purchasing Phone: (561) 742-6252
Approximate Ship Date	**Ship Via**	**Terms**
	BEST WAY	Net 30

Vendor	Part #	Description	Qty	Unit Price	Extended Price
APS	APS-BLISS12*	12" high black border timbers w/spike - BLISS logo. ActionPlay MSRP.	44	$25.27	$1,111.88
APS	Discount	Discount exceeds Clay County contract discount	1	-$153.00	-$153.00
APS	APS-ADAHalfRamp	ADA Half Ramp System. ActionPlay MSRP	1	$418.95	$418.95
INS	Installation	Installation of all equipment, per Clay County contract	1	$36,225.00	$36,225.00
PPS	20-112715	SuperMax Playstructure from NRPA conference. Play and Park Structures MSRP.	1	$115,000.00	$115,000.00
PPS	Discount	NRPA Show Display Discount Per Clay County contract discount	1	-$11,500.00	-$11,500.00
PPS	Promo Discount	Promotional Photography discount from Play and Park Structures	1	-$71,558.00	-$71,558.00

	Sub Total	$69,544.83
	Freight	5,160.00
Taxable Subtotal	**Tax**	0.00
Financing as low as **$1,733.15** / month may be available pending credit approval.	**Grand Total**	$74,704.83

Quote valid for 30 days unless otherwise noted.

Installation prices are based on truck access to the site and normal soil conditions. Any buried rock or debris may be cause for additional charges. Any Site preparation or demolition not specified above must be completed prior to installation of the equipment. Site restoration, unless otherwise noted, is not included. Please refer to your installation agreement for further details. Sales tax if applicable is not included. Sales tax exempt certificate will be required for exemption. All orders are subject to

approval and acceptance by the manufacturer.

Complete Terms and Conditions can be found at BlissProducts.com/termsandconditions.html

FINANCE AND AUDIT COMMITTEE
MEETING AGENDA
January 17, 2017
Administration Building,
4th Floor, BCC Meeting Room, 477 Houston Street,
Green Cove Springs, FL 32043
10:00 AM

PUBLIC COMMENTS

1. Building Division Renovations Agreement with Gary S. Bailey, Inc.

   Approval of the Agreement with Gary S. Bailey, Inc. for the interior renovations to the 3rd floor Building Division, for a term of 120 days from commencement, at the cost of $189,786.00. Funding Source: 138-1803-546100 (Building Fund - Building Division - Repairs & Maintenance) (J. Householder)

2. First Renewal to RFP #13/14-8, Various Equipment and Amenities for Parks and Playgrounds

   Request approval of first renewal to RFP #13/14-8, Various Equipment and Amenities for Parks and Playgrounds. This bid was awarded to multiple vendors and is based on a percent discount off Manufacturer Suggested Retail Price as well as pricing for field lighting projects. Renewal will be for a one year period. Funding Source: Various (J. Householder)

3. Clay County Solid Waste Sworn Deputy Memorandum Of Agreement

   Approval of the Memorandum of Agreement (MOA) between Clay County and the Clay County Sheriff's Office, for Solid Waste Sworn Deputy Sheriffs, for a term of four years, at a total estimated cost of $192,600.00. Funding Sources: 401-3802-512000, 513000, 514000, 521000, 522000, 523000, 523100 & 540000 (Solid Waste Fund - Environmental Svcs - Regular Salaries, Overtime, FICA Taxes, Retirement Contributions, Health Ins, Life Ins & Dental Ins) (A. Altman)

4. Bid #16/17-7, C. R. 218 Bridge Railing Repair

   Request approval to post Notice of Intent and award Bid #16/17-7, C. R. 218 Bridge Railing Repair to Grouting & Subgrade Improvements, LLC in the amount of $25,330.00. Approval will be effective after 72 hour bid protest period has expired assuming no protests are received. Funding Source: 101-3701-546100 (Trans Trust Fund / Streets & Drainage / Repairs & Maint) (D. Smith)

5. Kronos 17th Renewal Agreement

   Re-approval of the 17th Renewal to Agreement #99/00-35 along with sole source designation and advance payment, with Kronos Incorporated for software support services, for a term of one year, at the cost of $6,823.75. Funding Source: 001-2103-546100 (General Fund / PS-Admin & Comm / Repairs & Maintenance) (L. Mock/T. Nagle)

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, January 17 10:00 AM

TO: Finance and Audit Committee DATE: 1/9/2017

FROM: Karen Thomas,
Administrative & Contractural
Services

SUBJECT: Request approval of first renewal to RFP #13/14-8, Various Equipment and Amenities for Parks and Playgrounds. This bid was awarded to multiple vendors and is based on a percent discount off Manufacturer Suggested Retail Price as well as pricing for field lighting projects. Renewal will be for a one year period. Funding Source: Various (J. Householder)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:
This will provide playground equipment, amenities and lighting for all parks in Clay County and other entities wishing to utilize this RFP as needed.

Is Funding Required (Yes/No):
Yes

If Yes, Was the item budgeted (Yes\No\N/A):
Yes

Funding Source: Various

Sole Source (Yes\No):
No

Advanced Payment (Yes\No):
No

ATTACHMENTS:

Description

- 1st renewal RFP 13/14-8

- Musco
- M Gay

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractural Services	Thomas, Karen	Approved	1/11/2017 - 12:49 PM	
County Manager	Kopelousos, Stephanie	Approved	1/13/2017 - 2:32 PM	

BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA

NOTICE OF INTENT TO AWARD BID

RFP NO 13/14-8, Various Equipment and Amenities for Parks and Playgrounds

In accordance with the provisions of Section 8.N of the Clay County Purchasing Policy, notice is hereby given and posted of the decision of the Board of County Commissioners of Clay County, Florida (hereinafter the "Board") with respect to RFP No. 13/14-8, Various Equipment and Amenities for Parks and Playgrounds. Responses to RFP No. 13/14-8 were opened on January 7, 2014. During its regular meeting on February 11, 2014, the Board rendered its decision to award RFP No 13/14-8 to multiple companies and this notice of intent to award bid is the official notification regarding said selection. The decision of the Board is final. Failure to file a protest within the time prescribed in Section 8.N of the Clay County Purchasing Policies shall constitute a waiver of proceedings under Section 8.N Bid Awards and Protests.

Stephanie C. Kopelousos
County Manager

Date of Posting:	Date of Removal:
02/12/14	02/18/14
Time of Posting:	Time of Removal:
8:45 a.m.	8:55 a.m.
Initials:	Initials:
D F	DF

CLAY COUNTY FLORIDA

Purchasing Division
P.O. Box 1366
477 Houston Street
4th Floor, Admin Building
Green Cove Springs, FL
32043-0367

Area Code: 904
Phone: 278-3761
529-3761
Fax: 278-3728

County Manager
Stephanie C. Kopelousos

Commissioners:
Wendell D. Davis
District 1

Douglas P. Conkey
District 2

Diane Hutchings
District 3

T. Chereese Stewart
District 4

Ronnie E. Robinson
District 5

Switchboard:
GCS (904) 284-6300
KH (352) 473-3711
KL (904) 533-2111
OP/MBG (904) 269-6300

www.claycountygov.com

January 29, 2014

MEMO TO: Stephanie Kopelousos
County Manager

FROM: Karen Thomas
Purchasing Manager

SUBJECT: Budget, Personnel, & Policy Agenda, 2/3/14

ITEM: RFP No. 13/14-8

Recommend approval to post notice of intent and to award RFP No. 13/14-8, Various Equipment and Amenities for Parks and Playgrounds to multiple companies. 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. The qualified vendor providing the lowest responsive quote will be awarded the project. This will provide playground equipment, amenities and lighting for all parks in Clay County and other entities wishing to utilize this RFP. Approval will be effective after 72 hour bid protest period has expired and assuming no protests are received. Submittals are available for review in the Purchasing Department.

Funding Source: various

Att. 1 – Staff Recommendation Sheet
2 – Price Sheets
3 – Bid Tabulation Sheet

/df

Karen Thomas

BID RECOMMENDATION SHEET
January 28, 2014

Bid #13/14-8
"Various Equipment & Amenities for Parks & Playgrounds"

BIDDERS	Bond	Base Bid
Advanced Recreation Concepts	NA	See Attached
REP Services, Inc.	NA	See Attached
Southern Recreation	NA	See Attached
Playmore West, Inc.	NA	See Attached
J Durgan Assoc., Inc.	NA	See Attached
Victor Stanley, Inc.	NA	See Attached
Robertson Industries, Inc.	NA	See Attached
Recycled Plastic Factory, LLC	NA	See Attached
No Fault Sports Group, LLC	NA	See Attached
Greenfields Outdoor Fitness, Inc.	NA	See Attached
Regal Contractors, Inc.	NA	See Attached
Gulf Coast Sports, LLC	NA	See Attached
Bliss Products & Services, Inc.	NA	See Attached
Apollo Sunguard Systems, Inc.	NA	See Attached
Robertson Industries, Inc.	NA	See Attached
Miller Recreation Equip. & Design	NA	See Attached
Gametime, Inc.	NA	See Attached
Site Horizons	NA	See Attached
M Gay Constructors, Inc.	NA	See Attached
Musco Sports Lighting, Inc.	NA	See Attached

Staff Assigned to Tabulate Bids & Make Recommendations:

Name	Title
Ellen Mattox	Admin Program Mgr., Division of Parks & Recreation

RECOMMENDATION:

It is staff's recommendation to accept all bids submitted. All bids are awarded based upon the % discount offered for products and services.

F:\BIDS\1314\BID RECOMMENDATION SHEET -1314-8; playground equip.docx

PRICE AGREEMENT CONTRACT FOR VARIOUS EQUIPMENT AND AMENITIES FOR PARKS & PLAYGROUNDS

Bid #13/14-8

Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
Advanced Rec. Concepts (321) 775-0600	Litchfield	Pavilions & Structures	3%	35%	Yes	Yes
	Highland Products	Site Furnishings	3%	35%	Yes	Yes
	R3 Recycled Play Structures	Playground Equip.	3%	35%	Yes	Yes
	Skyspan Structures	Shade Structures	3%	35%	Yes	Yes
	Zeager Playground Surfacing	Rubber surfacing	5%	NA	Yes	Yes
	Boiling Forest Products	Wood Mulch	$55 cu. yd.	NA	Yes	Yes
	Innovative Wood Mulch	Wood Mulch	$55 cu. yd.	NA	Yes	Yes
	Water Splash	Water Play Equip.	3%	NA	Yes	Yes
	BCI Burke	Playground Equip.	5%	35%	Yes	Yes
	Berliner Seilfabrik – Urban Designs	Cable Climbing Playground Equip.	3%	40%	Yes	Yes
	Playcraft by Krauss Craft/Exercraft	Playground & Fitness Equip.	3%	35%	Yes	Yes
	Superior International	Playground Equip.	3%	35%	Yes	Yes
	Paris/Ramparts	Fitness Equip.	3%	35%	Yes	Yes
	Sports Rock (Park Pets)	Rocks shaped like animals for climbing	3%	50%	Yes	Yes

Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
Advanced Rec. Concepts (cont.)	Rubber Designs By Rainbow Turf Prod.	Playground surfacing	5%		Yes	Yes
	Nationwide Turf	Synthetic Turf	5%	NA	Yes	Yes
	Polysoft	Playground surfacing	5%	NA	Yes	Yes
	Bison	Sporting Equip.	3%	40%	Yes	Yes
	Kay Park	Park Amenities	3%	40%	Yes	Yes
	Ultra Play	Park Furniture	3%	40%	Yes	Yes
	Freenotes Harmony Park	Musical Amenities	3%	35%	Yes	Yes
	Webcoat	Tables & Benches	3%	40%	Yes	Yes
	GT Grandstands	Bleachers	3%	40%	Yes	Yes
	Ball Fabrics	Shade Structures	3%	35%	Yes	Yes
	Cedar Forest Products	Wooden Shade Structures	3%	35%	Yes	Yes
	Playspace Services, Inc.	Installer				
REP Services, Inc. **(407) 831-9658, ext. 230**	Landscape Structures	Playground Equip.	2%	45%	Yes	Yes
	Porter/Poligon	Shade Structures	2%	53%	Yes	Yes
	DuMor, Inc.	Park Amenities	2%	40%	Yes	Yes
	Anova	Park Amenities	2%	40%	Yes	Yes
	USA Shade, Inc.	Shade Structure	2%	60%	Yes	Yes

Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
REP Services, (cont.)	ForeverLawn	Grass for safe-play areas	5%	Installation included in price per SF	Yes	Yes
	Vitriturf/Hanover, Inc.	Poured in place surfacing	2%	Installation included in price per SF	Yes	Yes
	Irvine Wood Recovery	Playground mulch	5%	99%	Yes	Yes
	Sof Surfaces	Tile for safe play areas	5%	33%	Yes	Yes
	Tot Turf	Poured in place surfacing	2%	Installation included in price per SF	Yes	Yes
Southern Recreation, Inc. **(904) 387-4390** **(904) 545-9870** **(c)**	Playland	Playground equip.; park amenities; shade structures	15%	28%	Yes	Yes
	SportsPlay	Playground equip.; shade structures	10%	28%	Yes	Yes
	Jaypro	Sports equip.	10%	28%	Yes	Yes
	Kay Park	Bleachers; park amenities	10%	28%	Yes	Yes
	Webcoat	Park amenities & shade structures	10%	28%	Yes	Yes
	Ultra Play	Playground equip.	10%	28%	Yes	Yes
	Ultra Site	Pet Park equip. & Park amenities	10%	28%	Yes	Yes
	Sitescapes	Park amenities	10%	28%	Yes	Yes
	Litchfield (SSI Structures)	Park amenities	10%	28%	Yes	Yes
	Superior Shade	Shade structures	10%	28%	Yes	Yes
	Zeager Wood Carpet	Playground surfacing	10%	28%	Yes	Yes
	Murdock	Water fountains	10%	NA	Yes	Yes

Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
Southern Recreation, Inc, (cont.)	Sportable Scoreboards	Scoreboards	10%	Varies with project	Yes	Yes
Playmore West, Inc. (329) 791-2400	Playworld Systems	Playground Equip.	5%	30%	Yes	Yes
	Zeager	Playground surfacing	5%	75%	Yes	Yes
	X Grass	Synthetic turf	5%	Included	Yes	Yes
	Child Safe	Poured in place safety surface	5%	Included	Yes	Yes
	Shade Systems	Shade structures	5%	60%	Yes	Yes
	Classic Recreation	Shade structures & small RR bldgs.	5%	60%		
J Durgan Assoc., Inc. (561) 654-9708	Regal Contractors, Inc.	Installer				
	Greenfield Outdoor Fitness	Exercise equip. & h/c playground equip.	2%	-0-	Yes	Yes
	Apollo Sunguard	Shade structures	5%	-0-	Yes	Yes
	Henderson Recreation	Playground equip.	10%	-0-	Yes	Yes
	Everguard	Poured in place safety surface	-0-	-0-	No	Yes
Victor Stanley, Inc. (407) 641-0241 (407) 637-9385	Victor Stanley	Planters, trashcans, park amenities	5%	25%	Yes	Yes
Robertson Industries, Inc. (954) 882-1366	Tot Turf	Poured in place safety surface	10%	Included	Yes	Yes
	Art of Flooring	Installer				

Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
Recycled Plastic Factory, LLC (941) 473-1618	Recycled Plastic Factory, LLC	Park amenities	23%	NA	Yes	Yes
No Fault Sports Group, LLC (225) 215-7760	No Fault Sports Group, LLC	Poured in place safety surface	10%			
	Playsafe Surfacing, LLC	Installer				
Greenfields Outdoor Fitness, Inc. (888) 315-9037	Greenfields Outdoor Fitness, Inc.	Exercise equip. & h/c playground equip.	2%	Varies	Yes	Yes
Regal Contractors, Inc. (561) 906-7321	Greenfield Outdoor Fitness, Inc.	Installer	NA	40%		
	Henderson Recreation Equip., LTD	Installer	NA	35%		
	Everguard Surfacing	Installer	NA	-0-		
	Apollo Sunguard	Installer	NA	80%		
	Landscape Structures, Inc.	Installer	NA	30%		
	Playworld Systems	Installer	NA	30%		
	PlaypowerLT/LittleTikes Commercial Farmington	Installer	NA	36%		
	Miracle Recreation Equip.	Installer	NA	32%		
	Shade Systems, Inc.	Installer	NA	80%		
Gulf Coast Sports, LLC (855) 827-1386	Gulf Coast Sports, LLC	Bleachers, Pressboxes & park amenities	5%	3%	No	Yes

Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
Bliss Products & Services, Inc. (904) 210-7760	ActionPlay	Safe play borders, swing parts, park amenities	5%	Priced per job	Yes	Yes
	American Mulch	Mulch	Priced per job	Priced per job	No	No
	Athletic Connection	Athletic equip.	5%	Priced per job	Yes	Yes
	Bark Park	Equip. for dog park	8%	35%	Yes	Yes
	Big Toys	Playground equip.	5%	35%	Yes	Yes
	BRP	Bleachers, park amenities	5%	Priced per job	Yes	Yes
	CemRock	Rock climbers	5%	Priced per job	No	No
	Childworks	Playground equip. & swing parts	5%	Priced per job	Yes	Yes
	Colorado Time Systems	Scoreboards	5%	Priced per job	Yes	Yes
	Compac Filtration	Equip. for water parks	5%	Priced per job	Yes	Yes
	Dero	Bicycle racks	5%	Priced per job	Yes	Yes
	Dura Play	Safety surfaces	5%	Priced per job	Yes	Yes
	DynaCushion	Safety surfaces	10%	Priced per job	No	No
	Dynamo	Sports & playground equip., rock climbing	10%	Priced per job	Yes	Yes
	Electro Mesh Scoreboard	Scoreboards	10%	Priced per job	No	No

	Elephant Play	Playground equip.	10%	35%	Yes	Yes
	Everguard	Poured in place safety surfaces	10%	Priced per job	No	No
Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
Bliss Products & Services, Inc., (cont.)	Everlast Climbing	Wall Climbers	10%	Priced per job	Yes	Yes
	Fibar	ADA playground safety surfaces	10%	Priced per job	Yes	Yes
	Forestry Resources	Mulch/Lumber	5%	Priced per job	No	No
	Forte	Plastic timbers for safe-play area	5%	Priced per job	Yes	Yes
	Gared Sports	Netting, field equip., sports equip.	10%	Priced per job	Yes	Yes
	GT Grandstands	Bleachers	10%	Priced per job	Yes	Yes
	Innovative Mulching	Mulch	10%	Priced per job	No	No
	Jayhawk Plastics	Park furnishings	10%	Priced per job	Yes	Yes
	Jaypro Sports	Indoor & outdoor sports equip.	5%	Priced per job	Yes	Yes
	Jensen Swings	Repair parts for swings	5%	Priced per job	Yes	Yes
	Kay Park	Playground equip.	5%	Priced per job	No	No
	Madrax	Bicycle racks	5%	Priced per job	Yes	Yes
	Most Dependable Fountains	Water fountains	5%	Priced per job	Yes	Yes
	Murdock Fountains	Water fountains	5%	Priced per job	Yes	Yes
	National Recreation Systems	Bleachers	5%	Priced per job	Yes	Yes

	Outback Shelters	Shelters	10%	Priced per job	Yes	Yes
	Play and Park Structures	Playground equip.	10%	35%	Yes	Yes
	Play Guard	Safety surfaces	5%	Priced per job	No	No
Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
Bliss Products & Services, Inc., (cont.)	Playmore	Playground Equip.	5%	35%	Yes	Yes
	Playsafe Surfacing	Safety surfacing	5%	Priced per job	No	No
	Playsafer	Rubber mulch & curbing	5%	Priced per job	Yes	Yes
	Pro Mats	Netting, padding, benches, equip.	5%	Priced per job	Yes	Yes
	Rubber Recycling	Recycled rubber for safe play areas	5%	Priced per job	No	No
	Sand Lock Sandbox	Sandboxes	5%	Priced per job	Yes	Yes
	Sandee Sod, Inc.	Sod	Priced per job	Priced per job	No	No
	Shade America	Shade Structures	10%	Priced per job	Yes	Yes
	Shaw Industries	Flooring/Carpet	5%	Priced per job	No	No
	Shelterscapes	Shelters(?)	5%	Priced per job	No	No
	Spectrum	ADA pool lifts & equipment	5%	Priced per job	Yes	Yes
	Spiral Court King	Court equipment	5%	Priced per job	No	No
	Spohn Ranch/Tru Ride	Skate ramps	5%	Priced per job	Yes	Yes
	Sportsplay	Playground equip., shelters, park amenities	5%	Priced per job	Yes	Yes

	Stewart Tennis Courts	Tennis Courts	Priced per job	Priced per job	No	No
	Structural Wood Systems	Lumber	5%	Priced per job	No	No
	Suwannee Lumber	Lumber	5%	Priced per job	No	No
	Tennis Unlimited	Tennis netting	5%	Priced per job	No	No
Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
Bliss Products & Services, Inc., (cont.)	Terra Pad	Pads for fall zones	5%	Priced per job	Yes	Yes
	Terra Soft	Poured in place safety surface	5%	Priced per job	Yes	Yes
	Turf Evolution	Synthetic grass	5%	Priced per job	Yes	Yes
	Ultra Play	Toddlers play equip.	5%	Priced per job	Yes	Yes
	Ultra Site	Shade structures, bleachers, park amenities	5%	Priced per job	Yes	Yes
	Ultra Shade	Shade structures	5%	Priced per job	Yes	Yes
	Vortex Water Parks	Equip. for water parks	5%	Priced per job	Yes	Yes
	Webcoat	Plastic coated park amenities	5%	Priced per job	Yes	Yes
	Wood Mulch Products	Mulch	5%	Priced per job	No	No
	X-Grass	Synthetic Turf	5%	Priced per job	Yes	Yes
	Sandee Sod, Inc.	Installer				
	FunBuilders, Inc.	Installer				
	Chris Patton	Installer				

Apollo Sunguard Systems, Inc. (941) 925-3000	Apollo Sunguard	Shade Structures	8%	50%	Yes	Yes
	Cocozza Construction	Installer				
	Regal Contractors	Installer				
	A & W Specialty Contracting	Installer				
Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
Robertson Industries, Inc. (954) 882-1366	TotTurf	Playground safety surfacing	10%	Included in MSRP discount	Yes	Yes
	Art of Flooring	Installer				
Miller Recreation Equip. & Design (941) 792-4580	Miracle Recreation Equipment Co.	Playground Equip.	8% $ 0 - $4,999 12% $5,000 - $9,999 15% $10,000 - $17,999 18% $18,000 - $24,999 20% $25,000 - above	23% $0- $9,999 25% $10,000 - $24,000 26% $25,000 - above	Yes	Yes
	Foresite Designs	Park amenities	5%	32%	Yes	Yes
	Recycled Design	Recycled park amenities	5%	32%	Yes	Yes
	Forever Lawn	Synthetic Grass	5%	NA	Yes	Yes
	Shade Systems	Shade structures	5%	NA	Yes	Yes
	Bison Sports	Sports equip.	5%	32%	Yes	Yes
	Webcoat	Coated outdoor furniture	5%	32%	Yes	Yes

	No Fault	Safety surface, mulch, turf	5%	NA	No	No
	Douglas Industries	Sports equip.	5%	32%	Yes	Yes
	Playsafer	Rubber Mulch	5%	$10 per cu. yd	Yes	Yes
	Kay Park	Bleacher, park amenities	5%	32%	Yes	Yes
Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
Miller Recreation Equip. & Design (cont.)	Murdock Fountain	Water fountains	5%	NA	Yes	Yes
	APS	Playground borders, repair parts	5%	25%	Yes	Yes
	Greenfield Outdoor Fitness	Outdoor fitness equip.	5%	30%	Yes	Yes
	Fibar	Playground safety surfacing	10%	$10 per cu. yd.	Yes	Yes
	RCP Shelter	Covered shelters	5%	NA	Yes	Yes
	Coverworx	Prefabricated Structures	5%	NA	Yes	Yes
	Principle Recreation, Inc.	Installer				
	Playtime Installation	Installer				
	Ryan Fitzgerald Construction, Inc.	Installer				
GameTime, Inc. (800) 432-0162	Gametime	Playground & fitness equip.	15%	25%	Yes	Yes
	UltraPlay	Playground equip.	10%	25%	Yes	Yes
	UltraSite	Park amenities	10%	25%	No	Yes

	GT Impax	Playground safety surfacing	5%	Varies	Yes	Yes
Site Horizons **(407) 641-0231** **(407) 637-9385**	Zeager	Playground safety surfacing	5%	$12 per cu. yd.	Yes	Yes
	Icon Shelter Systems	Shelters	5%	25%	Yes	Yes
	Icon Trail Series	Amenities for trails	5%	25%	Yes	Yes
	PW Athletic Mfg., LLC	Athletic equip. & park amenities	5%	25%	Yes	Yes
Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
Site Horizons (cont.)	Superior Shade, Inc.	Shade Structures	5%	30%	Yes	Yes
	Rainbow Rubber Safety Surfacing	Safety surfacing	5%	Included in price	Yes	Yes
	BCI, Burke Co.	Playground equip., surfacing, park amenities	5%	25%	Yes	Yes
	Wabash Valley	Park amenities	5%	25%	Yes	Yes
	Johnny Pitts Const.	Installer				
M. Gay Constructors, Inc. **(904) 714-4001**	Musco Sports Lighting	Installer for sports lighting	Priced per project per sport	Priced per project per sport	NA	Yes
Musco Sports Lighting, LLC **(800) 374-6402**	Musco Sports Lighting	Sports Lighting	Priced per project per sport	Priced per project per sport	NA	Yes

BID TABULATION FORM

RFP: 13/14-8

Date: January 7, 2014

Proj: Various Equipment & Amenities for Parks and Playgrounds

Time Open: 1:08

Ad: Clay Today, November 28, 2013

Time Close: 2:20

This is a generic Bid Tabulation Form; all required bid documents will be verified prior to bid recommendation.

Bids to be evaluated based on evaluation criteria established in bid document

	Bidder	Copies	W-9	Insurance	To Be Determined
1					
2	ROBERTSON INDUSTRIES INC	✓	✓	✓	✓
3	NO FAULT SPORT GROUP	✓	✓	✓	✓
4	RECYCLED PLASTIC FACTORY	✓	✓		✓
5	REGAL CONTRACTORS	✓	✓	✓	✓
6	GREENFIELDS OUTDOOR FITNESS, INC	✓	✓	✓	✓
7	M GAY CONSTRUCTORS	✓	✓	✓	✓
8	GULF COAST SPORTS LLC	✓	✓	✓	✓
9	PLAYMORE RECREATIONAL PRODUCTS	✓	✓	✓	✓
10	APOLLO SUNGUARD SYSTEMS INC	✓	✓		✓
11	J DURGAN & ASSOC	✓	✓	✓	✓
12	REP SERVICES INC	✓	✓	✓	✓
13	DRP - DOMINICA RECREATION PRODUCTS	✓	✓	✓	✓
14	MUSCO SPORTS LIGHTING LLC	✓	✓	✓	✓
15	MILLER RECREATION	✓	✓	✓	✓

Staff Assigned to tabulate bids and make recommendations:

Karrie Stalvig
Name

Program Coordinator
Title

Recommendations: Staff will review the bids and present a recommendation to the Budget/Finance Committee for subsequent recommendation to the Board. Bids to be evaluated based on evaluation criteria established in bid document.

Bid Opening Witnessed By: Dona Fish
(BCC)

Clerk

Karrie Stalvig
Department Representative

BID TABULATION FORM

RFP: 13/14-8

Date: January 7, 2014

Proj: Various Equipment & Amenities for Parks and Playgrounds

Time Open: 1:08

Ad: Clay Today, November 28, 2013

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This is a generic Bid Tabulation Form; all required bid documents will be verified prior to bid recommendation.

Bids to be evaluated based on evaluation criteria established in bid document.

	Bidder	Copies	W-9	Insurance	To Be Determined
16	SOUTHERN RECREATION INC	✓	✓	✓	✓
17	SITE HORIZONS Multi: submitted	✓	✓	✓	✓
18	BLISS PRODUCTS	✓	✓	✓	✓
19	ADVANCED RECREATIONAL CONCEPTS	✓	✓	✓	✓
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					

Staff Assigned to tabulate bids and make recommendations:

Karrie Starling
Name

Program Coordinator
Title

Recommendations: Staff will review the bids and present a recommendation to the Budget/Finance Committee for subsequent recommendation to the Board. Bids to be evaluated based on evaluation criteria established in bid document.

Bid Opening Witnessed By: Donna Fish
(BCC)

Clerk

Karrie Starling
Department Representative

PURCHASE ORDER

CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
100 EAST BOYNTON BEACH BOULEVARD
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 180568
DATE: 12/12/17

VENDOR 14378

TO: KAMAN INDUSTRIAL TECHNOLOGIES
4081 SOUTHWEST 47TH AVE.
SUITE 7
DAVIE, FL 33314

SHIP TO:
City of Boynton Beach

LOCATIONS AND QUANTITIES
SPECIFIED FOLLOWING ITEM

REQUISITION NO. 70334	ORDERING DEPARTMENT: MATERIALS & DISTRIBUTION	INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO:	COMMISSION APPROVED:

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	2.00	EA	7.5 HP PUMP 230V 3PH FA10.33E-223/FK17.1-4/12 FA10.33-223/FK17.1-4/12K-7.5-1740-230/460V 700-057-00063 QUOTE # 324283-00	6412.0000	12824.00

*** SHIPPING INSTRUCTIONS ***

TO: WAREHOUSE #2
222 NE 9TH AVENUE
BOYNTON BEACH, FL 33435

REMARKS:
WAREHOUSE STOCK
PIGGYBACK PBC CONTRACT #15005; EXP. 12/15/19
DO NOT MAIL PO - WAREHOUSE WILL SEND TO VENDOR

PROCUREMENT SERVICES:		P.O. TOTAL: 12824.00
ACCOUNT NO.	PROJECT	

PURCHASE REQUISITION NBR: 0000070334

REQUISITION BY: MATERIALS & DISTRIBUTION

STATUS: PURCHASING APPROVAL
REASON: WAREHOUSE STOCK

SHIP TO LOCATION: WAREHOUSE

SUGGESTED VENDOR: 14378 KAMAN INDUSTRIAL TECHNOLOGIES

DATE: 12/05/17

DELIVER BY DATE: 12/08/17

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	7.5 HP PUMP 230V 3PH FA10.33E-223/FK17.1-4/12 FA10.33-223/FK17.1-4/12K-7.5-1740-230/460V 700-057-00063 QUOTE # 324283-00 COMMODITY: WAREHOUSE 2 SUBCOMMOD: PIPE AND SUPPLIES INVENTORY BUILDING: W2 STOCK NO: 700-057-00063	2.00	EA	6412.0000	12824.00	

REQUISITION TOTAL: 12824.00

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	50200001410100	INVENTORY-WARHS COMM		100.00	12824.00
					12824.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

PBC CONTRACT # 15005
EXPIRES 12-15-19
DO NOT MAIL - WE WILL FAX - THANK YOU

APPROVALS

City Manager _____ Date 12/12/17

Finance Dept _____ Date 12/6/17

Risk Manager _____ Date _____

City Attorney _____ Date _____

CITY OF BOYNTON BEACH
REQUEST FOR PURCHASE OVER $10,000

Date: 12/5/2017

Requesting Department: Materials & Distribution **Contact Person:** Michael Dauta

Explanation for Purchase:
Purchase of two (2) 7.5 HP pumps for Warehouse stock. Pumps are to be used for lift stations.

Req # 70334

Recommended Vendor Kaman Industrial Technologies

Dollar Amount of Purchase $12,824.00

Source for Purchase (check and attach backup materials):

Three Written Quotations		GSA	
State Contract		PRIDE/RESPECT	
SNAPS		Sole Source	
Piggy-Back	X	Budgeted Item	
Emergency Purchase		Other	

Contract Number: 15005

NOTE: Pricing proposal for purchase must be presented in the same detail contained within the contract.

Fund Source for Purchase:
502-0000-141-0100

Approvals:

Department Head		Date	12/5/17
Purchasing Agent		Date	12/21/17
Asst City Manager		Date	
City Manager		Date	12/22/17

Form Revised 02/01/02

KAMAN
Industrial Technologies

QUOTE

Quote #	Quote Date	Taken By
324283-00	12/04/17	Mike McInnis
Salesperson	Terms	Expired Date
6007	NET 30	01/03/18

Correspondence To	Kaman - Riviera Beach 3520 Investment Lane, Unit 3 Whse # 1104 Riviera Beach, FL 33404 (561)863-3260
Bill To 121454	City Of Boynton Beach 100 E Boynton Beach Blvd PO Box 310 Boynton Beach, FL 33435-3838 US-United States
Ship To	City Of Boynton Beach 100 E Boynton Beach Blvd PO Box 310 Boynton Beach, FL 33435-3838 US-United States

Contact Name	
Contact Email	
Contact Phone #	
Contact Fax #	

Reference	Instructions	Ship Via
Promo Message		Ship Point
		Kaman - Riviera Beach

Ln #	Quote Quantity	Product and Description	Non-Cancel Non-Return	Qty U/M	Promise Date	Price U/M	Unit Price	Net Amount
1	1	**K135-1094** FA10.33-223/FK17.1-4/12K -7.5-1740-230/460V Brnd: WILO Mfg#: FA10.33-223/FK17.1-4/12K-7.5-1740-230/460V Vnd#: FA10.33-223/FK17.1-4/12K-7.5-1740-230/460V WILO PUMP 7.5HP 230V 40FT POWER,THERMAL,MOISTURE CORDS ,SS "NO COUPLING"		EA	12/04/17	EA	6412.00	6412.00

1 Lines Total — Qty Quote Total 1 — Sub-Total 6412.00

Quote Total 6412.00

This Quotation Is Expressly Limited To, And Expressly Made Conditional On, Buyer's Acceptance Of Kaman Industrial Technologies Corporation's Terms And Conditions Of Sale Located At WWW.KAMANDIRECT.COM/TC. Seller Objects To Any Different Or Additional Terms. - All Currency Is In USA Dollars.

Customer Copy

Purchasing Department
[illegible]

Form R

December 16, 2014

Florida Bearings a Division of Kaman
Mike McInnis, Team Leader
3520 Investment Lane, #3
Riviera Beach, FL 33404

TERM CONTRACT # 15005

Dear Vendor:

This is to inform you that Palm Beach County Board of County Commissioners continues to pre-qualify your firm for SEWAGE, DISCHARGE, AND SUBMERSIBLE PUMPS on an as needed basis. Unless you are notified otherwise, your pre-qualification shall remain in effect for the duration of the contract.

The term of this contract is 12/16/2014 through 12/15/2019, and has an estimated dollar value of $871,390, inclusive of all vendors awarded.

The obligations of Palm Beach County under this contract are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Board of County Commissioners.

Palm Beach County departments will issue hard copy orders against this contract as your authorization to deliver. All invoices must reference a unique document number (e.g., KDO 680 XY030305000000001111 or KDO 680 XY030305*1111). Failure to provide an order number with each invoice will result in a delay in processing payment.

If you have any questions, please contact Sandy Cservenyak, Senior Buyer at scser@pbcgov.org or (561) 616-6814.

Sincerely,

Kathleen M. Scarlett
Purchasing Director

c: Vernetha Green, WUD
File

PURCHASE ORDER

CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
100 EAST BOYNTON BEACH BOULEVARD
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 180605
DATE: 12/26/17

VENDOR 16907

TO: HOMRICH CORPORATION
6654 43RD AVE S
LAKE WORTH, FL 33463

SHIP TO:
City of Boynton Beach
PUBLIC WORKS DEPARTMENT
222 N.E. 9TH AVENUE
BOYNTON BEACH, FL 33435

REQUISITION NO. 70313	ORDERING DEPARTMENT: FACILITIES/CIP/AGGA	INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO:	COMMISSION APPROVED:

LINE#	QUANTITY UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	29700.00 DL	SOLAR AT OCEANFRONT POLE & SAIL REMOVAL SCOPE OF WORK: REMOVAL AND DISPOSAL OF ALL SKY SHADES AT NORTH AND SOUTH ENDS OF THE PARK REMOVAL AND DISPOSAL OF ALL 42 SKY SHADE POLES AT NORTH AND SOUTH ENDS - POLES TO BE CUT OFF BELOW GRADE FILL AND COVER CUT OFF POLES WITH 12" COLORED CONCRETE, TO MATCH SURROUNDING CONCRETE	1.0000	29700.00

PROCUREMENT SERVICES:		P.O. TOTAL: 29700.00
ACCOUNT NO. 303-4210-572.62-01	PROJECT RP1854	

PURCHASE REQUISITION NBR: 0000070313

REQUISITION BY: FACILITIES/CIP/AGGA

STATUS: DEPT APPROVAL
REASON: OCEANFRONT PK-SOLAR @ OCEANFRONT POLE/SAIL REMOVAL

SHIP TO LOCATION: PUBLIC WORKS

SUGGESTED VENDOR: 16907 HOMRICH CORPORATION

DATE: 11/30/17

DELIVER BY DATE: 12/01/17

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	SOLAR AT OCEANFRONT POLE & SAIL REMOVAL SCOPE OF WORK: REMOVAL AND DISPOSAL OF ALL SKY SHADES AT NORTH AND SOUTH ENDS OF THE PARK REMOVAL AND DISPOSAL OF ALL 42 SKY SHADE POLES AT NORTH AND SOUTH ENDS - POLES TO BE CUT OFF BELOW GRADE FILL AND COVER CUT OFF POLES WITH 12" COLORED CONCRETE, TO MATCH SURROUNDING CONCRETE COMMODITY: PW CONSTRUCTION & RELATED SUBCOMMOD: BUILDING CONSTRUCTION	29700.00	DL	1.0000	29700.00	

REQUISITION TOTAL: 29700.00

REQUISITION QUOTES

SELECTED VENDOR		VENDOR NAME
	29700.0000	16907 HOMRICH CORPORATION
	32200.0000	14742 MCTEAGUE CONSTRUCTION CO.
	33690.0000	14283 ANZCO, INC.

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	30342105726201	BUILDINGS BUILDING IMPROVEMENTS	RP1854 Oceanfront-Remove Pole	100.00	29700.00
					29700.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

Considered Construction
"is demolishing public structures or other public improvements
Twth

APPROVALS

Sign Here

City Manager [signature] Date 12/12/17

Finance Dept. [signature] Date 12/12/17

Risk Manager [signature] Date 12-13-17

City Attorney _____ Date _____

REQUEST FOR OFFICE ASSISTANCE

FROM: GAIL MOOTZ Date: 11/27/17

*PRIORITY / DATE NEEDED BY:

☐ Copy Work – Number of Copies: _____ [Double-sided / Collated Stapled / _____]
Distribution: _____

☐ Type from the attached / transcription tape / email (to be forwarded upon request)

☐ Request for 121/Direct Pay Req. for the attached -
Vendor or Person to be reimbursed:
Account Number: ___-____-___.__-__Project No.: _____

Request for Requisition -
Vendor
___ HOMRICH CORPORATION

Account Number: 303-4210-572.62-01 Project No.: RP1854
($75,000)

List Items w/Quantities Unit Costs on the back of this request.

☐ Verbal Quotes ($500 to $1,999):Vendor: _____Cost: _____

Vendor: _____

Vendor: _____Cost: _____

☐ Written Quotes ($2,000 to $9,999.99) – Attached.

☐ Written Quotes ($10,000 to $24,999) w/Purchases over $10,000 Form – Attached.

☐ Bid/City (Over $25,000): Bid # _____

☐ Bid/Other Entity (Over $25,000): Bid #, Bid Eff. Dates, Bid Quotes – Attached

☐ File As: _____

☐ OTHER: _____

Special Instructions:
CIP Project
Oceanfront Park - Solar at Oceanfront Pole and sail removal ($29,700)

Request completed by: _____ Date completed: 11/27/17

Please sign and return this form to the Office Staff's Inbox; feel free to make any comments below.

HOMRICH CORPORATION

Licenced General Contractors
6654 43rd Avenue S., Lake Worth, FL 33463, gchomrich@gmail.com, 561-254-8322

PROPOSAL

Ocean Front Park North and South Sail Shade Removal

August 2, 2017

Homrich Corporation will provide all labor and materials to accomplish the scope of work, listed below:

Scope of work:

1. Removal and disposal of all Sky Shades at north and south ends of the park
2. Removal and disposal of all 42 Sky Shade Poles at north and south ends- poles to be cut off below grade
2. Fill and cover cut off poles with 12" colored concrete, to match surrounding concrete

Notes:

1. It is Homrich Corporation's intent to make the board walk area appear as if the poles were never there.
2. We will coordinate with City Project Supervisor to the placement of city barricades, as needed throughout the project.
3. All work will be conducted in a courteous manner to limit negative impact upon park visitors.

Our fee for these services will be **$29,700.**
Full payment due within 30 days of completion of work.

Sincerely,

George Homrich
Homrich Corporation

PROPOSAL

Anzco Inc.

9671 Carousel Circle South
Boca Raton, Fl. 33434
1009 NW 31st Ave
Pompano Beach, Fl. 33069
Office: 561-488-0822
Fax 561-807-7224
Mobil: 561-699-3602
Email: jzak@anzcoinc.com
CGC 1518065

Date: 7/21/17
QUOTE NO. 72117

Project –Oceanfront Park Sail and column removal

Drawings: jobsite visit

Attention: Kevin Ramsey

Dear Kevin,

We propose to furnish supervision, labor, and equipment and materials to perform the following scope of work:

1. Remove 42 steel columns and sails attached disposing properly
2. Cap column bases as required with concrete

Total **33,690.00**

Schedule; 2 weeks

If there are any questions please do not hesitate to call.

Sincerely yours,

John B. Zak

Gmail

John Zak <jzak@anzcoinc.com>

FW: Oceanfront Park North and South Sail Shade and Sail Shade Pole Removal and Patch Project

2 messages

Ramsey, Kevin <RamseyK@bbfl.us> Thu, Jul 13, 2017 at 11:29 AM

To: John Zak <jzak@anzcoinc.com>

John,

Per our earlier conversation about the Ocean Front Park North and South Sail Shade and Sail Shade removal and patch, I went to the site and there are a total of 42 Skyshade Poles. These poles vary in diameter and length. The diameters range from 6" to 10 " and their lengths are from 12'-0" to 22'-0" approx..

The Scope of work is:

1. The removal of all Sky Shades

2. The removal of all 42 SkyShade Poles and cut them below grade filling them with Concrete at least 12" down from finish floor Coloring the concrete only in the Board walk areas Outside the Board Walk the concrete can simply be regular concrete.

3. The disposal of all Skyshade and Skyshade Poles.

4. Dumpsters if required DO NOT come Boynton Beach (this is another sanitation companies area)

McTeague Construction Co., Inc.

POSPOSAL

City of Boynton Beach
222 N.E. 9th Ave
Boynton Beach FL 33435

July 26, 2017

Attn: Keven Ramsey

Project: Ocean Front park
6415 N Ocean Blvd
Boynton Beach Fl

1) Remove 42 steel poles and pour concrete over top of the holes

Total $ 32,200.00

Michael H McTeague

McTeague Construction Co Inc.

624 S.E. Central Parkway Stuart FL 34994 (772)286-6100 Fax (772)286-7130 E-mail mcteagueconstruct@att.net

8. **Change Order** - A written order amending a Purchase Order to correct errors, omissions, discrepancies, acceptable overruns, freight costs, unforeseen conditions, approved changes to the scope of work, or amendments to Contracts that entail additional cost.

9. **Commodities** - Include, but not limited to economic goods, equipment, material and printing, purchased, leased or otherwise contracted for by the City.

10. **Competitive Bids or Competitive Offers** - The receipt of Bids or offers submitted by responsive, responsible and qualified bidders or offerors.

11. **Competitive Selection and Negotiation** - A method of purchasing whereby qualified professional firms are invited to submit Letters of Interest, Proposals or Qualifications and are short-listed by an appropriately appointed review committee for further evaluation prior to recommending an Award.

12. **Construction** - The process of building, altering, repairing, improving or demolishing any public structure or building or other public improvements of any kind to any public real property. It does not include the routine operation, routine repair or routine maintenance of existing structures, buildings or real property.

13. **Construction Change Order** - A written order authorized by the proper City authority in accordance with APM 10.06.01 (Process for Change Orders), directing the Contractor to make changes that the "Change Order" clause of the construction Contract authorizes. **Finance and Procurement Services must be notified when the Construction Change Order occurs.**

14. **Consultant's Competitive Negotiations Act (CCNA)** - The common name for Section 287.055 of the Florida Statutes concerning the procurement of Architectural, Engineering (including testing), Landscape Architecture, and Registered Land Surveying Services. These services will be procured by Letter of Interest or by the Request for Qualifications process and Competitive Selection and Negotiation will take place.

15. **Contract** - A binding and formal bilateral agreement between the City and an outside party for the procurement of supplies or services requiring approval by the City Commission. A Purchase Order is a unilateral Contract that does not require City Commission approval.

16. **Contractor** - Any person or business having a Contract with the City of Boynton Beach to perform a service or sell a product.

17. **Contractual Services** - The rendering of time and effort by a Contractor rather than the furnishing of specific commodities, materials, goods, equipment and other personal property. The term applies only to those services rendered by individuals and firms who are independent Contractors.

18. **Cooperative Purchasing** - The procurement conducted by or on behalf of more than one government entity.

Ramsey, Kevin

FROM: RAMSEY, KEVIN
SENT: THURSDAY, JULY 13, 2017 11:25 AM
TO: 'JOHN TAX'
SUBJECT: FW: OCEANFRONT PARK NORTH AND SOUTH SAIL SHADE AND SAIL SHADE POLE REMOVAL AND PATCH PROJECT

John,
Per our earlier conversation about the Ocean Front Park North and South Sail Shade and Sail Shade removal and patch, I went to the site and there are a total of 42 Skyshade Poles. These poles vary in diameter and length. The diameters range from 6" to 10 " and their lengths are from 12'-0" to 22'-0" approx..

The Scope of work is:

1. The removal of all Sky Shades
2. The removal of all 42 SkyShade Poles and cut them below grade filling them with Concrete at least 12" down from finish floor Coloring the concrete only in the Board walk areas Outside the Board Walk the concrete can simply be regular concrete.
3. The disposal of all Skyshade and Skyshade Poles.
4. Dumpsters if required DO NOT come Boynton Beach (this is another sanitation companies area)

If you are available tomorrow or Monday and would like to walk this site please let me know a time that works best for you. (I have one mtg. tomorrow at 9am so far.

Thank You,
Kevin L. Ramsey

Ramsey, Kevin

FROM: RAMSEY, KEVIN
SENT: THURSDAY, JULY 13, 2017 11:31 AM
TO: 'MCTEAGUECONSTRUCTORTT.NET'
SUBJECT: FW: OCEANFRONT PARK NORTH AND SOUTH SAIL SHADE AND SAIL SHADE POLE REMOVAL AND PATCH PROJECT

Mike,
I had an earlier conversation with your son about the Ocean Front Park North and South Sail Shade and Sail Shade removal and patch, I went to the site and there are a total of 42 Skyshade Poles. These poles vary in diameter and length. The diameters range from 6" to 10 " and their lengths are from 12'-0" to 22'-0" approx..

The Scope of work is:

1. The removal of all Sky Shades
2. The removal of all 42 SkyShade Poles and cut them below grade filling them with Concrete at least 12" down from finish floor Coloring the concrete only in the Board walk areas Outside the Board Walk the concrete can simply be regular concrete.
3. The disposal of all Skyshade and Skyshade Poles.
4. Dumpsters if required DO NOT come Boynton Beach (this is another sanitation companies area)

See Mike Jr. tomorrow at 9am
Thank You,
Kevin L. Ramsey

Ramsey, Kevin

FROM: RAMSEY, KEVIN
SENT: THURSDAY, JULY 13, 2017 11:16 AM
TO: TALLEY WALKER (TALLEYWALKER@BELLSOUTH.NET)
SUBJECT: OCEANFRONT PARK NORTH AND SOUTH SAIL SHADE AND SAIL SHADE POLE REMOVAL AND PATCH PROJECT

Talley,
Per our earlier conversation about the Ocean Front Park North and South Sail Shade and Sail Shade removal and patch, I went to the site and there are a total of 42 Skyshade Poles. These poles vary in diameter and length. The diameters range from 6" to 10 " and their lengths are from 12'-0" to 22'-0" approx..

The Scope of work is:

1. The removal of all Sky Shades
2. The removal of all 42 SkyShade Poles and cut them below grade filling them with Concrete at least 12" down from finish floor Coloring the concrete only in the Board walk areas Outside the Board Walk the concrete can simply be regular concrete.
3. The disposal of all Skyshade and Skyshade Poles.
4. Dumpsters if required DO NOT come Boynton Beach (this is another sanitation companies area)

If you are available tomorrow or Monday and would like to walk this site please let me know a time that works best for you. (I have one mtg. tomorrow at 9am so far.

Thank You,
Kevin L. Ramsey

Ramsey, Kevin

FROM: RAMSEY, KEVIN
SENT: MONDAY, JULY 31, 2017 1:51 PM
TO: 'GEORGE HOMRICH'
SUBJECT: RE: OCEANFRONT PARK NORTH AND SOUTH SAIL SHADE AND SAIL SHADE POLE REMOVAL AND PATCH PROJECT

George,
We can meet in the morning if you'd like. I will be available from 7:30 onward just let me know what time you'd like to meet onsite.

Thanks,
Kevin

From: George Homrich [mailto:gchomrich@gmail.com]
Sent: Monday, July 31, 2017 1:49 PM
To: Ramsey, Kevin
Subject: Re: Oceanfront Park North and South Sail Shade and Sail Shade Pole Removal and Patch Project

Kevin,
Thanks for the email concerning the project. I reviewed it and I am interested in providing services to complete the work listed. I'd like to meet with you on site as soon as it's convenient.
thanks ,George Homrich

Serit from my iPhone

On Jul 31, 2017, at 10:33 AM, Ramsey, Kevin <RamseyK@bbfi.us> wrote:

George,
Per our earlier conversation about the Ocean Front Park North and South Sail Shade and Sail Shade removal and patch, I went to the site and there are a total of 42 Skyshade Poles. These poles vary in diameter and length. The diameters range from 6" to 10 " and their lengths are from 12'-0" to 22'-0" approx..

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4. Dumpsters if required DO NOT come Boynton Beach (this is another sanitation companies area)

If you are available tomorrow or Monday and would like to walk this site please let me know a time that works best for you. (I have one mtg. tomorrow at 9am so far.

Thank You,
Kevin L. Ramsey

PURCHASE ORDER

CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
100 EAST BOYNTON BEACH BOULEVARD
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 180623
DATE: 12/27/17

VENDOR 10833

TO: TALLEY WALKER SERVICES, INC.
5208 PALM WAY
LAKE WORTH, FL 33463

SHIP TO:
City of Boynton Beach
PUBLIC WORKS DEPARTMENT
222 N.E. 9TH AVENUE
BOYNTON BEACH, FL 33435

REQUISITION NO. 70310	ORDERING DEPARTMENT: FACILITIES/CIP/AGGA		INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO:	COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	16915.00	DL	OYER PARK-COAST GUARD BLDG-WINDOW REPLACEMENT	1.0000	16915.00

PROCUREMENT SERVICES:	12/22/17	P.O. TOTAL:	16915.00

ACCOUNT NO.
303-4211-572.62-01

PROJECT
RP1859

PURCHASE REQUISITION NBR: 0000070310

REQUISITION BY: FACILITIES/CIP/AGGA

STATUS: DEPT APPROVAL
REASON: OYER PARK-COAST GUARD BLDG-WINDOW REPLACEMENT

SHIP TO LOCATION: PUBLIC WORKS

SUGGESTED VENDOR: 10833 TALLEY WALKER SERVICES, INC.

DATE: 11/29/17

DELIVER BY DATE: 11/30/17

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	OYER PARK-COAST GUARD BLDG-WINDOW REPLACEMENT COMMODITY: BUILDING MAINT&REPAIR SER SUBCOMMOD: WINDOW AND DOOR INSTALL	16915.00	DL	1.0000	16915.00	

REQUISITION TOTAL: 16915.00

REQUISITION QUOTES

SELECTED VENDOR		VENDOR	NAME
	16915.0000	10833	TALLEY WALKER SERVICES, INC.
	17256.4400		SOUTH FLORIDA WINDOWS & DOORS
	24500.0000	14283	ANZCO, INC.

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	30342115726201	BUILDINGS BUILDING IMPROVEMENTS	RP1859 Oyer - Coast Guard Window	100.00	16915.00
					16915.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

APPROVALS

City Manager: _____ Date 12/21/17

Finance Dept: _____ Date 12/21/17

Risk Manager: _____ Date 12/26/17

City Attorney: _____ Date _____

CITY OF BOYNTON BEACH
REQUEST FOR PURCHASE OVER $10,000

Date: 11/29/2017

Requesting Department: Facilities **Contact Person:** Gail Mootz

Explanation for Purchase:
Oyer Park - Coast Guard Building, window replacement

Recommended Vendor Talley Walker Services

Dollar Amount of Purchase $16,915.00

Source for Purchase (check and attach backup materials):

Three Written Quotations	X	GSA	
State Contract		PRIDE/RESPECT	
SNAPS		Sole Source	
Piggy-Back		Budgeted Item	
Emergency Purchase		Other	

Contract Number: _____

NOTE: Pricing proposal for purchase must be presented in the same detail contained within the contract.

Fund Source for Purchase:
303-4211-572-62-01, Project #RP1859

Approvals:

Department Head	[signature]	Date 11/30/17
Purchasing Agent	[signature]	Date 12/27/17
Asst City Manager		Date
City Manager	[signature] for LJ	Date 12/27/17

Form Revised 02/01/02

REQUEST FOR OFFICE ASSISTANCE

FROM: Gail Mootz Date: 11/15/17

*PRIORITY / DATE NEEDED BY:

☐ Copy Work – Number of Copies: _____ [Double-sided / Collated Stapled / _____]
Distribution: _____

☐ Type from the attached / transcription tape / email (to be forwarded upon request)

☐ Request for 121/Direct Pay Req. for the attached -
Vendor or Person to be reimbursed:
Account Number: ___-____-___.__-__Project No.: _____

Request for Requisition -
Vendor:
Talley Walker Services

Account Number: 303-4211-572.62-01 Project No.: RP1859

List Items w/Quantities Unit Costs on the back of this request.

☐ Verbal Quotes ($500 to $1,999):Vendor: _____Cost: _____

Vendor: _____

Vendor: _____Cost: _____

☐ Written Quotes ($2,000 to $9,999.99) – Attached.

☒ Written Quotes ($10,000 to $24,999) w/Purchases over $10,000 Form – Attached.

☐ Bid/City (Over $25,000): Bid # _____

☐ Bid/Other Entity (Over $25,000): Bid #, Bid Eff. Dates, Bid Quotes – Attached

☐ File As: _____

☐ OTHER: _____

Special Instructions:
CIP Project
Over Park – Coast Guard Bldg. window replacement ($ 16,915.00)

Request completed by: _____ Date completed: _____

Please sign and return this form to the Office Staff's Inbox; feel free to make any comments below.

11/14/17

PROPOSAL

Talley Walker Services Inc.
5208 Palm Way
Lake Worth FL. 33463
561-719-3101

LIC# CGC-060030

To: City of Boynton Beach
100 E. Boynton Beach Blvd.
PO Box 310
Boynton Beach FL. 33425
Att: Gail Mootz

Project: Oyer Park Coast Guard Windows

Provide supervision, labor, equipment and materials to perform the following:

#	QTY	Size	Model		
1	3	72 5/8 X 62 5/8	PGT 720 Series	Picture Window	1-LITE White Frame, Gray Glass, Impact, Low E Energy Shield Ma:
2	3	37 X 50 5/8	PGT 720 Series	Picture Window	1-LITE White Frame, Gray Glass, Impact, Low E Energy Shield Ma:
3	1	74 X 50 5/8	PGT 720 Series	Picture Window	1-LITE White Frame, Gray Glass, Impact, Low E Energy Shield Ma:
4	3	61 11/16 X 74	PGT 720 Series	Picture Window	1-LITE White Frame, Gray Glass, Impact, Low E Energy Shield Ma:
5	2	5H	---	MULL	vertical mull
6	1	74 X 38 3/8	PGT 720 Series	Picture Window	1-LITE White Frame, Gray Glass, Impact, Low E Energy Shield Ma:

NOTE: Large triple picture window must be equal size lites in width due to square footage of glass, unless we upgrade to sore front glass.

$16,915.00 Total for Window replacement with above specifications

The Following are Options/Extra Cost if Needed, or if TWS Pays for:

$498.99 Permit Cost ($16,915.00 + 2.5% = $422.88 + 18% = $498.99)
$2,069.00 Stucco Repairs if needed ($180.00 per small opening, $235.00 per larger opening, $354.00 Triple Window

EXCLUDED: PAINTING

TWS will ***take all precautions not to damage*** stucco, interior drywall when removing old frames. If damage occurs, TWS will charge hourly rate or rate stated above to repair.

Any work Talley Walker Services employees perform that is not included, will be charged at a rate of $50.00 per hour per man. TWS will charge 18% above cost for all other work, material, and sub-contractors handled by TWS.

SOUTH FLORIDA WINDOWS & DOORS
A DIVISION OF HARTZELL

Last Modified Date: 11/13/2017 15:40:16

PO#:

Job Name: Oyer Park Coast Guard

Job Address:

Quote # 987820

Ship Date:12/06/2017

CUSTOMER SALES QUOTE

Sales Person: Frances Martin

Ship To: SOUTH FLORIDA WINDOWS & DOORS

Account#: A00573

2301 NW 33RD COURT SUITE 112 105879
POMPANO BEACH, FL 33069-1000
Phone# Fax#

Customer

Account #

,

Phone# Fax#

Line #	Item Description	Quantity
0001 (1.00)	**PW720** PW720 WINGUARD PICTURE WINDOW	**Ordered:** 3.00

Configuration: ,.,72.625X62.625,1/2" FL,W,A/H 7/16,GR,ES Max,OUTSIDE GLZ,NO GRID,SS PACKAGE,.x.

Certification Type: MIAMI
Frame Type: .5FLANGE
Size Ref: TTT
Height: 62.6250
Rough Masonry Opening: 73 3/8 X 62 5/8
Frame Color: White
Glass Family: Laminated
Glass: 7/16" LAMI (3/16 AN - .090 PVB- 3/16 HS)
Low E: ENERGY SHIELD MAX
Grid Type: NO Grid
Boxing Options: None
TC1: Meets the requirements
TC4: marine turtle protection
NegativeDesignPressure: 67.1000
EnergyStar: NONE
UF: 0.9900
VT: 0.3000

NOA Selection: 17-0614.11
Size Selection: CUSTOM
Width: 72.6250
Actual Size: 72 5/8 X 62 5/8
Wood Frame Opening: 71 7/8 X 61 7/8
Does unit need to meet Turtle Code: NO
Interlayer Type: PVB090
Glass Color: GRAY
Privacy Glass: NONE
Stainless Steel Package: Y
CAR#: 17-0614.11
TC3: ordinance for
PositiveDesignPressure: 67.1000
PANumber: FL243
CondensationResistance: 13.0000
SolarHeatGainCoeff: 0.2700
VTCOG: 0.3300

Location: 1

Notes:

0002 (2.00)	**PW720** PW720 WINGUARD PICTURE WINDOW	**Ordered:** 3.00

Configuration: ,.,37.X50.625,1/2" FL,W,A/H 7/16,GR,ES Max,OUTSIDE GLZ,NO GRID,SS PACKAGE,.x.

Certification Type: MIAMI
Frame Type: .5FLANGE
Size Ref: TTT
Height: 50.6250
Rough Masonry Opening: 37 3/4 X 50 5/8
Frame Color: White
Glass Family: Laminated
Glass: 7/16" LAMI (3/16 AN - .090 PVB- 3/16 HS)
Low E: ENERGY SHIELD MAX
Grid Type: NO Grid

NOA Selection: 17-0614.11
Size Selection: CUSTOM
Width: 37.0000
Actual Size: 37 X 50 5/8
Wood Frame Opening: 36 1/4 X 49 7/8
Does unit need to meet Turtle Code: NO
Interlayer Type: PVB090
Glass Color: GRAY
Privacy Glass: NONE
Stainless Steel Package: Y

Boxing Options: None
TC1: Meets the requirements
TC4: marine turtle protection
NegativeDesignPressure: 80.0000
EnergyStar: NONE
UF: 0.9900
VT: 0.3000

CAR#: 17-0614.11
TC3: ordinance for
PositiveDesignPressure: 80.0000
PANumber: FL243
CondensationResistance: 13.0000
SolarHeatGainCoeff: 0.2700
VTCOG: 0.3300

Location: 2

Notes:

0003 (3.00) **PW720** PW720 WINGUARD PICTURE WINDOW **Ordered:** 1.00

Configuration: .,.,74.X50.625,1/2" FL,W,A/H 7/16,GR,ES Max,OUTSIDE GLZ,NO GRID,SS PACKAGE,.x.

Certification Type: MIAMI
Frame Type: .5FLANGE
Size Ref: TTT
Height: 50.6250
Rough Masonry Opening: 74 3/4 X 50 5/8
Frame Color: White
Glass Family: Laminated
Glass: 7/16" LAMI (3/16 AN - .090 PVB- 3/16 HS)
Low E: ENERGY SHIELD MAX
Grid Type: NO Grid
Boxing Options: None
TC1: Meets the requirements
TC4: marine turtle protection
NegativeDesignPressure: 74.1000
EnergyStar: NONE
UF: 0.9900
VT: 0.3000

NOA Selection: 17-0614.11
Size Selection: CUSTOM
Width: 74.0000
Actual Size: 74 X 50 5/8
Wood Frame Opening: 73 1/4 X 49 7/8
Does unit need to meet Turtle Code: NO
Interlayer Type: PVB090
Glass Color: GRAY
Privacy Glass: NONE
Stainless Steel Package: Y
CAR#: 17-0614.11
TC3: ordinance for
PositiveDesignPressure: 74.1000
PANumber: FL243
CondensationResistance: 13.0000
SolarHeatGainCoeff: 0.2700
VTCOG: 0.3300

Location: 3

Notes:

0004 (4.00) **PW720** PW720 WINGUARD PICTURE WINDOW **Ordered:** 6.00

Configuration: ,.,61.6875X37.,1/2" FL,W,A/H 7/16,GR,ES Max,OUTSIDE GLZ,NO GRID,SS PACKAGE,.x.

Certification Type: MIAMI
Frame Type: .5FLANGE
Size Ref: TTT
Height: 37.0000
Rough Masonry Opening: 62 7/16 X 37
Frame Color: White
Glass Family: Laminated
Glass: 7/16" LAMI (3/16 AN - .090 PVB- 3/16 HS)
Low E: ENERGY SHIELD MAX
Grid Type: NO Grid
Boxing Options: None
TC1: Meets the requirements
TC4: marine turtle protection
NegativeDesignPressure: 80.0000
EnergyStar: NONE
UF: 0.9900
VT: 0.3000

NOA Selection: 17-0614.11
Size Selection: CUSTOM
Width: 61.6875
Actual Size: 61 11/16 X 37
Wood Frame Opening: 60 15/16 X 36 1/4
Does unit need to meet Turtle Code: NO
Interlayer Type: PVB090
Glass Color: GRAY
Privacy Glass: NONE
Stainless Steel Package: Y
CAR#: 17-0614.11
TC3: ordinance for
PositiveDesignPressure: 80.0000
PANumber: FL243
CondensationResistance: 13.0000
SolarHeatGainCoeff: 0.2700
VTCOG: 0.3300

Location: 4

Notes:

0005 (6.00) **MULL** MULL BARS **Ordered:** 8.00

Configuration: ,75.,W,.5FLANGE,SERIES 200,MULL,1 X 2 X .125

Product Family Series: 200.0000
NOA Selection: 16-0218.03
Frame Type: .5FLANGE

Certification Type: MIAMI
Part Selection: MULL
Mull Bar Type: 1X2X0.125

Size Selection: CUSTOM
Frame Color: W

Length: 75.0000
Packaging Options: N

Location: 5

Notes:

0006 **PW720** PW720 WINGUARD PICTURE WINDOW **Ordered:**
(5.00) 1.00

Configuration: ,.,74.X38.375,1/2" FL,W,A/H 7/16,GR,ES Max,OUTSIDE GLZ,NO GRID,SS PACKAGE,.x.

Certification Type: MIAMI
Frame Type: .5FLANGE
Size Ref: TTT
Height: 38.3750
Rough Masonry Opening: 74 3/4 X 38 3/8
Frame Color: White
Glass Family: Laminated
Glass: 7/16" LAMI (3/16 AN - .090 PVB- 3/16 HS)
Low E: ENERGY SHIELD MAX
Grid Type: NO Grid
Boxing Options: None
TC1: Meets the requirements
TC4: marine turtle protection
NegativeDesignPressure: 80.0000
EnergyStar: NONE
UF: 0.9900
VT: 0.3000

NOA Selection: 17-0614.11
Size Selection: CUSTOM
Width: 74.0000
Actual Size: 74 X 38 3/8
Wood Frame Opening: 73 1/4 X 37 5/8
Does unit need to meet Turtle Code: NO
Interlayer Type: PVB090
Glass Color: GRAY
Privacy Glass: NONE
Stainless Steel Package: Y
CAR#: 17-0614.11
TC3: ordinance for
PositiveDesignPressure: 80.0000
PANumber: FL243
CondensationResistance: 13.0000
SolarHeatGainCoeff: 0.2700
VTCOG: 0.3300

Location: 6

Notes:

0007 **STUCCO REPAIRS** $1,080.00
(2.00)

Configuration:

Location:

Notes:

0008 **PERMIT PREPARATION FEE** $350.00
(3.00)

Configuration:

Location:

Notes:

QUOTE VALID FOR 30 DAYS

INCLUDES: SUPPLY AND INSTALL OF MATERIAL ABOVE WITH SMALL EXTERIOR STUCCO AND DRYWALL REPAIR.

DOES NOT INCLUDE: LARGE DRYWALL REPAIR, DOOR HARDWARE, SILLS, FLOORING, PAINTING AND ALARM.

SUB TOTAL AMT:	**$16,835.55**
CITY PERMIT FEES OF 2.5%	**$420.89**
TOTAL SALE AMT:	**$17,256.44**

Anzco Inc.
9671 Carousel Circle South
Boca Raton, FL 33434
Office: 561-488-0822
Fax 561-807-7224
Mobil: 561-699-3602
Email: jzak@anzcoinc.com
CGC 1518065

Date: 11/4/17
Quote: 11417

Project: Oyer Park Coast Guard Building and pavilion
2210 N. Federal Highway
Boynton Beach, Fl.
Attention: Gail Mootz

Drawings: per jobsite visit

Dear Gail,

We propose to furnish supervision, labor, and equipment and materials to perform the following scope of work:

~~Painting of interior building~~	~~$3850.00~~
Knock down installed on interior	$4550.00
~~Paint exterior of building (texture)~~	~~$4200.00~~
~~Paint exterior of building (conventional)~~	$3700.00
~~Stucco repair of building~~	$5200.00
Remove and replace windows with fixed impact resistant glass	$24500.00
Cost includes permit and drawings	
~~Remove and replace doors with impact resistant~~	~~$3200.00~~
~~Paint pavilion~~	$2700.00

Total costs **$51900.00**

Windows will take approx. 5 weeks for delivery

Schedule 4 weeks once windows are delivered

If there are any questions please do not hesitate to call.

Sincerely yours,

John B. Zak

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/6/2018

REQUESTED ACTION BY COMMISSION:
Approve the minutes from the Regular City Commission meeting held on January 16, 2018

EXPLANATION OF REQUEST:
The City Commission met on January 16, 2018 and minutes were prepared from the notes taken at the meetings. The Florida Statutes provide that minutes of all Commission meetings be prepared, approved and maintained in the records of the City of Boynton Beach.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? A record of the actions taken by the City Commission will be maintained as a permanent record.

FISCAL IMPACT: Non-budgeted N/A

ALTERNATIVES: Do not approve the minutes

STRATEGIC PLAN: Building Wealth in the Community

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Minutes	Minutes 01-16-18
🗋	Minutes	Sara Sims Park

MINUTES OF THE REGULAR CITY COMMISSION MEETING HELD ON TUESDAY, JANUARY 16, 2018, AT 6:30 P.M. IN COMMISSION CHAMBERS, CITY HALL 100 E. BOYNTON BEACH BOULEVARD, BOYNTON BEACH, FLORIDA

PRESENT:

Steven B. Grant, Mayor
Justin Katz, Vice Mayor
Mack McCray, Commissioner
Christina Romelus, Commissioner
Joe Casello, Commissioner

Lori LaVerriere, City Manager
James Cherof, City Attorney
Judith A. Pyle, City Clerk

1. OPENINGS

A. Call to Order - Mayor Steven B. Grant

Commissioner McCray gave the invocation.

Pledge of Allegiance to the Flag led by Commissioner McCray

Roll Call

City Clerk Pyle called the roll. A quorum was present.

(Commissioner Romelus arrived at 6:40)

Agenda Approval:

1. Additions, Deletions, Corrections

Attorney Cherof requested to remove item 12.A from the agenda.

Mayor Grant requested to substitute 12.A to approve the request for the Community Support Funds to the Robert E. Wells Day and add New Business item E, regarding the Community Standards letter received.

Vice Mayor Katz requested to add to the Future Agenda, Legal update on the Quantum Park Overlay District (QPOD).

Mayor Grant requested to move Future Agenda D to New Business F to review Sign Ordinance to see if there was consensus to move forward.

Motion

Commissioner Casello moved to approve the agenda as amended. Commissioner McCray seconded the motion.

Vote

The motion unanimously passed.

2. OTHER

A. Informational items by Members of the City Commission

Commissioner Casello attended the Unity Day at Sara Sims Park. Indicated the turnout was very disappointing. Announced the purpose of these functions was to bring the Community together.

Mayor Grant noted on January 4th he attended a new honorary employee event. Attended the Celebration of Unity at Sara Sims Park. January 9th went to Palm Beach County Days, met with Gunster Law Firm representatives and the Palm Beach County Economic Council. On January 10th had a meeting with Senator Rader, Senator Hutson and Senator Powell, met with Representative Berman, Representative Jacquet, Representative Hager and Representative Albritton.

Mayor Grant stated there were three bills for the City of Boynton Beach. He continued, one is for Mangrove Park, second was regarding using the Everglades for the reclamation, and the fuel cell at the Water Treatment Facility. On December 12th attended the quarterly new hire orientation, and the Boynton Beach Chamber Gala. On December 17th attended the Mayors' Parade at the South Florida Fair Grounds, met with Representative Rick Roth.

Commissioner McCray attended the Unity Day Celebration. Commissioner McCray updated the Commission as to the reason there was little turnout. There was a boycott of the event. They felt as through the City did not do what they thought the City should have done. He wanted to thank the Heart of Boynton Committee. He believes there should be one day of events instead of having several small events.

Vice Mayor Katz met with Andre Park regarding the textile company, and spoke with a representative regarding ATS.

Commissioner Romelus indicated she had a quick update. The Mangrove Water Quality and Park Improvement have been added to the Agricultural and Natural Resources appropriation subcommittee. Commissioner Romelus asked for a brief moment of silent, in remembrance of the nearly 5,000 lives lost in Haiti in 2010.

3. ANNOUNCEMENTS, COMMUNITY & SPECIAL EVENTS & PRESENTATIONS

A. Proclaim the month of March 2018 as The City of Boynton Beach Firefighter Appreciation Month. Jeaneece Washington, Fundraising Coordinator for The Muscular Dystrophy Association will accept the proclamation.

Mayor Grant read the proclamation.

Jeaneece Washington, Fundraising Coordinator for the Muscular Dystrophy Association, thanked the Commission and the Firefighters for all they have done over 60 plus years for all the families they serve. The City, together as a community, has raised $36,000. Ms. Washington updated the Commission and the residents to know that camp has been moved to Orlando and this would not be possible without the City of Boynton Beach help.

Latosha Clemons, Deputy Fire Chief of Operations, thanked the City of Boynton Beach for their continued support.

Commissioner Casello shared an incident which took place at a function when a gentlemen went down, there was a table of firefighters, without hesitation they came to the gentleman's aid. He said by the grace of God and those firefighters' quick actions this gentleman was doing fine.

B. Announcement of the City's 2018 Calendar and introduction of the artist by Eleanor Krusell, Director of Public Communications and Marketing.

Eleanor Krusell, Director of Public Communications and Marketing, introduced her team; Laura Landsburgh, Marking Manager, Debbie Mayors, Grants and ADA Coordinator and Debby Coles-Dobay Public Arts Manager. Stated this year's calendar was truly a team effort. The calendar had two goals; the first was to increase the public engagement on the social media outlet. The second goal was to inform the public the City of Boynton Beach was an inclusive City. Ms. Krusell indicated a request was asked of Facebook fans to post their two favorite places in Boynton Beach. The City of Boynton Beach received 120 responses.

Laura Lansburgh, Marketing Manager, stated at a recent Art in Public Places exhibit, highlighting the nonprofit organization, Artists with Autism, staff met a brilliant and creative 26 year old artist named Brandon Drucker. He has spent the last 30 days meticulously painting 12 colorful and fun images of the favorite places in the City received the most votes. This year's calendar was a one of a kind art work.

Brandon Drucker, Artist, gave a signed copy of the art to each Commissioner.

C. Announce the Special Democratic Primary Election on Tuesday, January 30, 2018 for State Senate District 31 which includes all voting precincts in the City of Boynton Beach. Polling locations will be open from 7 am to 7 pm. Early voting will commence on Saturday, January 20, 2018 thru Sunday, January 28, 2018 at three locations in Senate District 31 being Ezell Hester Community Center, Hagan Ranch Rd. Library and Lantana Library from 10 am to 6 pm.

Mayor Grant announced the special Democratic Primary Election on Tuesday, January 30, 2018 for the State Senate District 31 which includes all voting precincts in the City of Boynton Beach. Mayor Grant informed the audience the election was only for the Democratic Party.

4. PUBLIC AUDIENCE

INDIVIDUAL SPEAKERS WILL BE LIMITED TO 3 MINUTE PRESENTATIONS (at the discretion of the Chair, this 3 minute allowance may need to be adjusted depending on the level of business coming before the City Commission)

Jennifer Percival, Clinical Specialist for Transition for Florida Atlantic University, coordinated the autism friendly business program. Last year the City of Boynton Beach was the first Autism Friendly municipality in Palm Beach County. She was here to express her pride in the beautiful calendar and to commend the City of Boynton Beach for being a truly inclusive community. The City does more than just open the doors it provides access and opportunity.

Loretta Wilkinson, 2458 SW Cranbrooke Drive, stated there was a big event for February 9-10, 2018. On February 9 there will be Magic Wheels and Special Deals. This was an opportunity for everyone to come out to experience the Barrier Free Park on Congress Avenue, and experience businesses that are special needs friendly, such as the Chocolate Spectrum, Foodies for Autism, Sensibility. She indicated the entire event would be interpreted in sign langue. February 10th was the six annual Barrier Free 5K, walk, run and roll. Everyone was invited, to walk, run or roll through the beautiful Community of Hunters Run, this was in partnership with the City of Boynton Beach, Hunters Run, the Greater Boynton Beach Foundation and the Realtors Association of the Palm Beaches. This fundraiser will continue to encourage recreation education and cultural in the City of Boynton Beach. She said she hoped to see everyone there. The specialty made wheel chair will go to the honorary starter.

Commissioner Casello asked the name of the child receiving the wheel chair.

Ms. Wilkinson stated his name was Joshua Hazard.

Suzanne Ross, Development Officer, Schoolhouse Children's Museum, stated she has some good news. Last year the Schoolhouse Children's Museum welcomed 542 visitors and sold 9 memberships, during the same time frame they welcomed 1211 visitors and sold 20 memberships. They are tracking visitation of an increase of 68% from last year. The memberships were up and month to date revenue was up 34%. They are entering the first quarter in the black. This was thanks to a new donor, who has made a three year commitment. They were successful in securing a grant from the Palm Beach County Cultural Council.

Commissioner Casello indicated it is a turnaround from the last couple of years. The City did not know if they would be able to keep the Schoolhouse Children's Museum open. Commissioner Casello stated they were very proud of Ms. Ross and her staff.

Commissioner Romelus stated the Schoolhouse Children's Museum was amazing. She would recommend this to all who have children, grandchildren, nieces, nephews, bring them. They not only have fun but learn as well.

Karen Yeh Ching Hsien, 8014 Tangelo Drive, wanted to thank the Mayor for showing Boynton Beach, to promote the City of Boynton Beach. She was here to discuss elderly abuse. She said she took care of her mother. She indicated there should not be a guardianship. She said a petition was filed. In conclusion her mother and she suffered. Her mother passed away. The court appointed attorney received money from her estate. She was in New York to attend her funeral. Since then on September 13, no court house was opened. She was arrested for 16 days and 16 hours. She wanted justice. She cited Florida Statutes. This was a restrictive guardianship. The court does not have the legal ability to enforce this.

Commissioner Romelus informed Ms. Yeh to contact her State Representative and Senators.

Willie Aikens, 726 NE 1 Street, wanted to invite everyone to come out to the Robert E. Wells Love Fest. Thanked the Commission for their support of the Love Fest. The most important thing was the history of Boynton Beach. He was asking for everyone to come out and support the Robert E. Wells Love Fest. Let's not lose the historical landmarks that have been lost before.

Harry Woodworth, 685 NE 15 Place, INCA resident. INCA had their monthly meeting at the Schoolhouse Children's Museum. North Federal Highway has had some success recently. The CRA entry sign was gorgeous. The Yachtsman Plaza has gotten their act together. The AmeriGas area was coming together. He said after 10 years the trash along the railroad tracks has disappeared. A few years ago they started working on the U-Haul mess; the bicycle path was always blocked with trucks and cars. He sent some pictures to the Commissioners; this has been going on for years. When does this end?

Commissioner McCray thanked Mr. Woodworth for his input. Commissioner McCray requested the Police Department ticket illegally parked cars and trucks.

Sheila Banks, 1390 North Searcrest Boulevard, thanked the Commission. Stated she lost a family member to gun violence. Thanked the Boynton Beach Police Department on behalf of the Benita Banks, Justice for Cory Foundation for the continued fight for Cory.

Kurt Jetta, 1022 Del Harbor Drive 33483, indicated he was the Republican Candidate for Congress. Wanted to speak about a lot of the great work he has seen regarding the

opioid epidemic. There was growth in the number of overdoses in 2016. The growth was 110% in our county versus 26% nationally, almost 600 deaths. He indicated there were some encouraging results in Delray Beach. He made a suggestion, make it an agenda item to report out two pieces of data, how many overdose in the past month and how many overdose, then track overtime. If we are not getting better there are a lot of great efforts being applied. Dave Aronberg, State Attorney for Palm Beach County was doing a great job showing leadership.

Commissioner McCray indicated the Fire Department issues a monthly report on overdoses.

Reverend Bernard Wright, President of Bernard Wright Ministries, Robert E. Wells Foundation, 713 NW 2nd Street, thanked all those on the dais. Thanked Minister Akin and Officer Deale. He indicated the residents have been trying to build a dialog with the Police Department, the dais and the Community. The City was hurting right now. He said the City needs to become available to the public, so residents will not feel alienated from City Government. In District II there needs to be a relationship. He invited everyone to come out to the Robert E. Wells day.

Maxine Cheeseman, 1818 South Austrian Avenue, announced she was running for Circuit Judge. She was formerly with South Florida Water Management District. Being a Judge was the height of public service. She indicated the election was August 28, 2018.

Mathi Magilan Paguth Arivalan, 212 Mahogany Drive, addressed the Martin Luther King Day event. The entire event was for entertainment. More should be done to bring this community together. We as a City government should do better to unite the Community. When asked why people did not show up at the event, it was because when the civil rights of African American and Brown people were being abused, there were some citizens that complained about wildlife issues. The City does not have an advisory board addressing environmental protection issues. The City has Comcast and ATT enjoying a monopoly. The City could provide internet services for the residents. The City has invested close to a million dollars of taxpayer dollars on police software that do nothing but save time on police paperwork. The software does not provide any value to the community. The City could invest that money on a Community Mobile Application that would help the citizens report civil issues, crime and much more.

Mayor Grant stated the Police Department has a program called MyPD.

Mr. Paguth-Arivalan replied he was speaking about an application which allows the citizens to pay their bills as well.

Commissioner Romelus indicated there was also an application called Nextdoor, the police officers and citizens have direct access as well and they can speak with the Police Department.

Kelvin Homer, 2505 Lake Drive North, serves on the Code Enforcement Board for the City of Delray Beach. He has a great appreciation for work the Commission does. (He provided photos) He said there was a major situation, just north of the Boynton Beach inlet and to the west of a protected bird sanctuary. This area harbors a group of anchored vessels on a protected seagrass bed south of the posted sign which states no mooring. None of those boats are owned by residents of Boynton Beach. While some of those boat owners live aboard their boats full time, others have been caught by Boynton Beach Police Department for dumping their boats. One person used this area to store their 3 boat which was posted on Craig's list for sale. He has witnesses several situations in which these boats become unsecured and damage the residential property and protected habitat, both in and out of hurricane season. As an example there was $90,000 damage to the Gateway Marine during hurricane Irma. He said according to the City of Boynton Beach website the Police Department's responsibility was to protect the lives and property and constitutional rights of all of its citizens. He said two weeks ago the Coastal Star published an article about this ongoing problem. The difference was in other Cities they are taking a proactive approach in forcing owner to store their boats in marines and other private areas.

Herb Suss, 1711 Wood Fern Drive**,** wanted to see growth from within. Chief Kelly should be appointed Police Chief. He does not like the tweets the President made over the weekend. Mr. Suss indicated the Haitian people supported the United States during the Revolutionary War and they served in WW1. Mr. Suss stated the President was a racist. When the President of United States can say the things about different countries, this was not right. He stated in Queen's New York the President refused to rent to Black Americans, he was sued and had to pay money and had to rent his apartments to the Black Americans. The President was dangerous; the handwriting was on the wall.

Commissioner Romelus thanked Mr. Suss for mentioning the role which Haitians played in U.S. history. She wanted to mention when a person was addressing the Commission, individuals calling out from the public audience should not be tolerated. She mentioned this has happened several times. In addition respect should be shown to the people speaking at the podium, whether you agree or disagree with what was being said. She asked Mayor Grant to ensure the individuals respect not only the City by respect the individuals speaking at the podium. This helps exercise the decorum and maintains the respect that the City of Boynton Beach expects.

Mayor Grant indicated if anyone on the dais would like to speak he was requesting them to please raise their hand. Mayor Grant indicated when Mr. Suss was speaking he was looking at the speaker and not the audience. He will pay closer attention to the audience not necessarily the speaker. He indicated he has thrown out members of the audience.

Commissioner McCray corrected he has asked them to leave and never thrown out.

No one else coming forward, Public Audience was closed.

5. ADMINISTRATIVE

A. Appoint eligible members of the community to serve in vacant positions on City advisory boards.

The following Regular (Reg) and Alternate (Alt) Student (Stu) and Nonvoting Stu (N/V Stu) openings exist:

Arts Commission: 1 Reg and 2 Alts
Building Board of Adjustments & Appeals: 2 Regs and 2 Alts
Community Redevelopment Agency Advisory Bd: 1 Reg
Employee Pension Board: 1 Reg
Library Bd: 1 Alt
Senior Advisory Bd: 1 Reg and 2 Alts

Mayor Grant stated they were no applications for the Arts Commission, Building Board of Adjustments & Appeals, Employee Pension, or the Senior Advisory Board.

Motion

Major Grant moved to appoint Anthony Barber to the Community Redevelopment Agency Advisory Board (Reg). Vice Mayor Katz seconded the motion.

Vote

The motion unanimously passed.

Motion

Commissioner McCray moved to appoint Bethanie Gorny to the Library Board (Alt) Commissioner Romelus seconded the motion.

Vote

The motion unanimously passed.

6. CONSENT AGENDA

Matters in this section of the Agenda are proposed and recommended by the City Manager for "Consent Agenda" approval of the action indicated in each item, with all of the accompanying material to become a part of the Public Record and subject to staff comments.

Mayor Grant pulled items C and G for discussion.

A. **PROPOSED RESOLUTION NO. R18-008 -** Assess the cost of nuisance abatement on properties within the City of Boynton Beach.

B. **PROPOSED RESOULTION NO. R18-009** - Authorize the Mayor to sign the Declaration of Restriction for Right of Way Purposes to designate the future use and occupancy of Lot 5, Block 3 of the Plat Poinciana Heights to public right of way.

C. **PROPOSED RESOLUTION NO. R18-010** - Approve contracts for the Community Development Block Grant (CDBG) Sub Recipients as adopted in the Five Year Consolidated/One Year Action Plan on August 1, 2017. Resolution R17-066

Mayor Grant asked when the next applicant phase would be for next year's block grant.

Ms. Octavia Sherrod, Community Improvement Manager stated the schedule had not been set. Ms. Sherrod stated the City just completed the contracts from HUD.

Mayor Grant inquired if Ms. Sherrod did not know the month based on the action plan of August.

Ms. Sherrod stated the Action Plans are always due August 15 of each year.

Mayor Grant noted the City would not necessarily know about the opening. He indicated any non-profit organization needs to do it by August 1st. Ms. Sherrod responded the organizations need to do it prior to August 15. The City will have the advertisement on the web. Lori LaVerriere, City Manager, informed the Commission when Ms. Sherrod sets the schedule an email will be sent to the Commission.

Commissioner McCray asked if the notices were posted in more than one language.

Commissioner Romelus inquired what efforts are being made to inform individuals that funds are available.

Ms. Sherrod stated information was posted on the website.

Motion

Commissioner McCray moved to approve. Commissioner Romelus seconded the motion.

Vote

The motion unanimously passed.

D. **PROPOSED RESOLUTION NO. R18-011** - Approve utilizing the City of Tallahassee Contract # 3806 with Gall's for the purchase of uniforms for Police with an estimated annual expenditure of $95,000. Authorize the City Manager to sign a contract with Gall.

E. Authorize the City Manager to approve change orders 3, 4, and 5 from Con Tech Building Corporation of Delray Beach, FL in the amount of $12,167 for unforeseen conditions discovered while the contractor was implementing bridge repairs. This approval increases the approved cost to $73,983, these are the final change orders.

F. Authorize the City Manager to approve change orders to Cobra Construction, Inc. of Boynton Beach in the amount of $21,977.50 increasing the total amount for these sidewalk rehabilitation projects from $150,308.00 to $172,285.50.

G. Accept the City of Boynton Beach FY2016/2017 Annual Grants Report.

Mayor Grant stated one thing he saw about this report, was there was a particular employee which deals with each department. He understands it may take many people to process a grant application. He suggested using the advisory boards to generate more revenue.

Commissioner McCray indicated he was in favor of using the advisory board to help with the grants as long as we can get more money coming in.

Commissioner Casello asked does it take some expertise to write a grant. The more input was always a good thing. When writing the grant it takes some expertise.

Debbie Majors, Grants Coordinator, explained it depends on the grant application. Some of the grant applications are straight forward. She indicated when writing to a foundation it requires more skill. Most of the time there are more than one person writing the grant. Ms. Majors informed the Commission input was taken from many different areas.

Commissioner Casello asked if Ms. Majors felt as though the advisory boards would be helpful. Ms. Majors indicated if there is expertise on a particular subject, it could be helpful.

Vice Mayor Katz requested to leave it at the discretion of the grants committee. He does not want to create a rule which mandates how the City does this, when there are grants that do not require certain items. If it seems appropriate to refer to an advisory board, he would be supportive of that.

Commissioner McCray indicated he was under the impression if they can help. We are not saying to change the plan.

Mayor Grant suggested this was at the discretion of the chairman of the advisory board and the employee liaison.

Commissioner Romelus asked if this include all of the advisory boards. Major Grant responded all advisory boards.

Motion

Commissioner McCray moved to approve. Commissioner Romelus seconded the motion.

Vote

The motion unanimously passed.

H. Accept the FY2016/2017 ADA Annual Update.

I. Approve the purchase of extrication equipment for the Fire Department in the amount of $32,693 from South Florida Emergency Vehicles of Fort Myers, FL as a sole source purchase.

J. Accept fourth quarter and year-end report on operations of the Schoolhouse Children's Museum and Learning Center for FY 16-17.

K. Approve the one-year extension for RFPs/Bids and/ or piggy-backs for the procurement of services and/or commodities as described in the written report for January 16, 2018 - "Request for Extensions and/or Piggybacks."

L. Accept the Fiscal Year 2016-2017 Budget Status Report of the General Fund and the Utilities Fund for the twelve (12) month period ended September 30, 2017 (unaudited).

M. Legal Expenses - December 2017 - Information at the request of the City Commission. No action required.

N. Approve the minutes from the Regular City Commission meetings held on December 19, 2017 and January 2, 2018.

Motion

Commissioner McCray moved to approved as amended. Commissioner Casello seconded the motion.

Vote

The motion unanimously passed.

7. BIDS AND PURCHASES OVER $100,000- None

8. CODE COMPLIANCE and LEGAL SETTLEMENTS - None

9. PUBLIC HEARING

7 P.M. OR AS SOON THEREAFTER AS THE AGENDA PERMITS

The City Commission will conduct these public hearings in its dual capacity as Local Planning Agency and City Commission.

10. CITY MANAGER'S REPORT

A. Accept Surtax Capital Project Status Report for first quarter of FY 2018 - October thru December 2017

Lori LaVerriere, City Manager, indicated Tim Howard, Assistant City Manager, has worked with staff in charge of the Capital Improvement Programs to bring a quarterly status report. This was the first on the surtax revenue process. Ms. LaVerriere wanted the Commission to review and if they wanted to add anything please do so. The report has the funding, project list approved and the status of the project. Commission feedback was requested.

Tim Howard, Assistant City Manager, indicated this was the first quarter report. The current fiscal year was basically a large portion of the Capital Improvement plan. There are many small projects on the back pages which are attached. The report awarded contracts. He said one page was the summary, just to give the Commission ideas of the decisions which were made. There were some piggyback for the sidewalks and paving.

Commissioner McCray indicated they should expand the comment section. Noted a monthly report indicating what was being done. It was not the Commission's job to be bogged down with the day to day management. He said if they were comfortable he was fine with it.

Vice Mayor Katz stated he would like to add a District column. He would be interested to see which district was receiving the funds. Commissioner Casello stated he would like to have that information as well.
Mayor Grant asked if there were any public comments. Seeing none, public comment was closed.

B. Accept quarterly report on red light camera program (Oct 2017-Dec 2017)

Lori LaVerriere, City Manager stated this was the first quarterly report since the City reinstated the Red Light Camera program. She stated a pie chart with the violations was being provided.

Commissioner McCray indicated this was what Mr. Garcia had comments regarding the Red Light Cameras and the timers.

Santos (Sunny) Garcia, 1631 NW 3rd Lane, asked the Commission to be fair with the public. He has suggested some alternatives. He stated the Commission has not discussed the timers to be fair to the citizens. With the timers it will let the driver know how many second it will be before the light changes

Mayor Grant stated he does not know if timers were legal in the State of Florida. Mayor Grant indicated the City does not control the timers in Boynton Beach. Mr. Garcia said as the City Manager and as the Mayor, the City would have more pull than he has to speak about the timers.

Ms. LaVerriere explained the City of Boynton Beach spoke with the County staff and they are opposed to timers. If City of Boynton Beach wants to take it to a different level of communication this was the only way. Palm Beach County was not interested in placing timers on lights

Mr. Garcia asked when the County Commission met. Ms. LaVerriere responded she believed they were the same as the City of Boynton Beach. She advised Mr. Garcia to look on the County Commission website for additional information. Mr. Garcia stated he will speak up about this at their meeting.

Mr. Garcia said he believes as the City Manager and Commission should try to help the citizens of Boynton Beach; this would prevent accidents and people from going through the red light.

Commissioner Casello asked the City Manager for the name of the contact person spoken with last year. Ms. LaVerriere replied Jeff Livergood spoke to the County traffic engineer, he has since retired.

Commissioner McCray stated the reason he wanted to speak about this was because we need to get a handle on this problem.

Jeff Livergood, Director of Public Works and Engineering, indicated he spoke with the County Traffic Engineering staff many times regarding this issue. They oppose the timers. He stated he supports their decision as a licensed professional engineer. He stated there are some blue light to help police officers. Anything additional which is done at the traffic signal takes the motorist's attention away from the traffic light indicator. It was his preference not to approach the County again.

Mr. Garcia said in his opinion the people are more afraid of running the red light. A County down clock should be placed in the camera.

Herb Suss, 1711 Wood Fern Drive, indicated there are times when you go and make a left or right turn at an intersection and the light turns red. What happens?

Mathi Magilan Paguth Arivalan, 212 Mahogany, the goal of the government was to keep the citizens safe. The Red Light camera was installed to make money. The City was exploiting the citizens.

Mayor Grant, seeing no others, Public Comment was closed.

Sergeant Phil Hawkins, Boynton Beach Police Department Traffic, responded to the question from Mr. Suss. As long as you are in the intersection and pass the white line or the cross bar; you have the right of way. Sergeant Hawkins said the timing of the lights are about the same.

Vice Mayor Katz responded the City of Boynton Beach does not have control of the timers of the traffic lights. Sergeant Phil Hawkins replied that was correct.

Commissioner Casello asked why he was out timing the lights. Sergeant Hawkins replied he wanted to make sure the timing was correct. He has been questioned about the timing in court.

Commissioner Casello asked what was the procedures being used to check the lights.

Sergeant Hawkins indicated he uses a stop watch and the cameras to back that up. If they are not correct the County was very good about maintaining the traffic light.

Commissioner Casello asked how often the County comes down to check the timers. Sergeant Hawkins responded they are monitored electronically. Commissioner Casello asked if they can do it remotely. Sergeant Hawkins replied yes.

Sergeant Hawkins reported the red-light camera citations were up 47%, the second offenses are down, less than 10%.

Mayor Grant noted since there was no presentation, just give the numbers to the Commission.

Sergeant Hawkins informed the Commission from 9-1-17 to 12-20-17, 1317 warnings was given, Issued 8869 NOV and total warning and NOV were 10,186.

Commissioner Casello asked if that brought them up above 47%. Sergeant Hawkins indicated that brings it up 52%, with again we are at less than 10% for second offenders.

Mayor Grant asked for clarification about the 10% for second offenders. Sergeant Hawkins explained people are learning not to run red lights in his opinion. Commissioner McCray stated he learned.

Commissioner Casello indicated he was not here to debate the red light camera program. When you say they are up 52%, with all the publicity it should be lower. Maybe we should have more education on that intersection, maybe some timers. Inquired could the City think about placing some signage to give more information. He asked if the sign could be larger. He spoke with the City Manager about the income from the cameras. Some of that money could be used to piggy back on some of the programs that already exist. He does not want distractions; he wants people to pay attention to the signal. Citations were up 52% so people are not paying attention. He does not understand the second offenses.

Mayor Grant asked if we could make the signs as large as the law allows for each intersection. Sergeant Hawkins replied we need to work something out.

Mayor Grant stated there was a permanent sign on Congress and Boynton Beach Boulevard.

Vice Mayor Katz gave everyone a 10 second red light lesson. It has nothing to do with the red light camera. The green means go, yellow means to proceed with caution, and red means to stop. The percentages of residents are 25% to 30% the others are not from Boynton Beach.

Commissioner Casello stated if you have a lesson plan, and 58% of the students were not getting it, this would be a classroom you may want to change the lesson plan,

Vice Mayor Katz stated if 90% don't get a ticket that was an A; and on the subsequent test they received a 90% then it was a win.

Mr. Garcia inquired if the Sergeant was checking all the lights. He asked the Sergeant to go to Gateway going from east to west. When was the last time this light was checked? Sergeant Hawkins stated the light was not checked on Searcrest and Gateway. This will be checked tomorrow morning.

11. UNFINISHED BUSINESS

A. Commissioner Romelus requested discussion relating to her recent appointment of a regular member of the Planning and Development Board as an alternate member of the new 2018 Board.

Commissioner Romelus indicated she wanted to change Kevin Fischer as a regular and Mr. Gropper as alternate member to the 2018 Planning and Development Board. Commissioner Romelus was not aware Mr. Fischer was already on the board as a regular member of the Planning and Zoning Development Board. She wanted to switch the two positions.

Mayor Grant asked if there was only a motion required.

Attorney Cherof stated that was correct.

Motion

Commissioner McCray moved to approve. Commissioner Casello seconded the motion.

Vote

The motion unanimously passed

12. NEW BUSINESS

A. Approve the request of Mayor Grant to distribute $200 of his Community Support funds to Robert E. Wells Foundation. Approve the request of Commissioner Romelus to distribute $250 of her Community Support

Commissioner Romelus indicated it was important to celebrate the history of Boynton Beach and thanked Reverend Wright.

Motion

Commissioner McCray moved to approve. Commissioner Casello seconded the motion.

Vote

The motion unanimously passed

B. Approve the request of Commissioner Mack McCray to distribute $500 of his Community Support funds to Robert E. Wells Day.

Motion

Commissioner Casello moved to approve. Commissioner Romelus seconded the motion.

Vote

The motion unanimously passed

C. **PROPOSED RESOLUTION NO. R18-012** - A resolution of the City of Boynton Beach opposing legislative efforts to impede the constitutional right Florida's citizens have to govern themselves under Municipal Home Rule Powers.

Commissioner Romelus wanted to add there was House Bill 9 was an issue for the State of Florida, and for some residents in Boynton Beach. When speaking about Home Rule the City of Boynton Beach needs to be aware Bills like this violate the Home Rule ability to govern the City. The Florida Regulators are proposing to usurp the City Police department to do their bidding on immigration, which is a violation of our constitutional rights. If the City was going to support this Resolution the City must also be willing to condemn acts like this in the legislature.

Vice Mayor Katz asked if this Resolution was being passed as written. Mayor Grant replied correct.

Motion

Commissioner Casello moved to approve. Vice Mayor Katz seconded the motion.

Vote

The motion unanimously passed

D. Authorize the Mayor to attend the National League of Cities (NLC) Congressional City Conference in Washington, DC, March 11, 2018 thru March 14, 2018. The Mayor is requesting the City pay for the registration fee and one (1) night's hotel stay.

Motion

Vice Mayor Katz moved to approve. Commissioner Casello seconded the motion.

Vote

The motion unanimously passed.

E. Received a letter from Community Standards regarding the new Chronic Nuisance Property Code Ordinance 17-012.

Mayor Grant asked for clarification regarding the letter sent out to the community. Please explain what the letter explains to each property owner and how the City was moving forward, like parking in the bike lane or other violations.

Mark Woods, Director of Community Standards, explained this was a mass mailing sent out to all City of Boynton Beach Businesses. The letter was meant to advise businesses of the new Ordinance. This was an advisory letter.

Mayor Grant noted there was an email called eyesore@bbfl.us. He asked if this was a monitored email. Inquired if someone neighbor was not following Community Standards the concerned resident could send a picture at the provided email with the address of the violation. Mr. Woods indicated the first thing that would happen would to take a look at what was being complained about. If this was a criminal activity, the Police Department would be contacted. If it was not a criminal activity the Community Standards Department would investigate.

Commissioner McCray noted he received calls regarding the mass mailing. He asked if the letter could indicate this was for informational purposes only. Mr. Woods agreed.

Commissioner Romelus wanted to relay some information from a constituent. She stated staff has been making telephone calls and trying to find a resolution to the issue the constituent had. She believes this was for the betterment of the community.

Commissioner Casello indicated he was on MLK near the substation; the lots heading west are a mess. Mr. Woods stated he has sited them already. Stated the vacant lots are different. Mr. Woods indicated the City had more rain than anticipated.

Commissioner Casello said they have everything from living room rugs to building materials. Mr. Woods said the area is being cleaned up as fast as possible.

Commissioner McCray contended this was called illegal dumping.

F. Mayor Grant has requested staff to review sign ordinance as it relates to people holding signs in public rights of ways

Mayor Grant noted he had an incident, there was someone holding a sign in the street that was blocking the view of traffic. He would like for City staff to regulate people holding signs similar to the Feather Banners, it has to be part of regulations. Currently there was a sign ordinance which prohibits someone from having a logo more than 25% of the sign. The business must acquire a permit which would only be valid from certain hours and only for 180 days.

Commissioner Casello inquired if the feather banner was discontinued. Ms. LaVerriere replied the feather banners were allowed.

Commissioner Casello indicated the permit should address how many feet the solicitor may stand within the right of way.

Commissioner McCray indicated he was looking at the homeless people standing in the right-of-way. Commissioner McCray felt this needed to be addressed as soon as possible. Mayor Grant stated this was coming up in March.

Ms. LaVerriere stated the Police Department was actively addressing this issue; they have made a dent in the activity. Captain Bonafair asked for 60 more days to continue to enforce a variety of statutes. She would like to have more time to address this issue and bring it back to the Commission with other solutions.

Commissioner McCray indicated he still sees people in the right-of-way.

Mayor Grant requested a consensus from staff to put forward a sign ordinance for people holding signs similar to the feather banner.

Commissioner Casello said to take a permit out, then the permit states they must stand a number of feet off of the road.

Commissioner Romelus noted as staff creates the ordinance to exercise some caution. The City does not want to prohibit or tie the hands of the local businesses.

Motion

Commissioner Casello moved to approve. Commissioner McCray seconded the motion.

Vote

The motion unanimously passed

13. LEGAL - None

14. FUTURE AGENDA ITEMS

A. Members of the Commission has requested to review and discuss the Public Arts Ordinance - **February 2018**

B. Staff to review PBC Ordinance on Panhandlers - **March 2018**

C. Staff to bring information concerning the following land parcels for the Commission to review - **TBD**
Nichols Property
Rolling Green
Girl Scout Park

D. Mayor Grant has requested staff to review sign ordinance as it relates to people holding signs in public rights of ways – (*Heard Earlier in the meeting*)

E. **PROPOSED ORDINANCE NO. 17-021 - SECOND READING** - Approve Town Square Future Land Use Map Amendment from Public and Private Governmental/Institutional (PPGI) and High Density Residential (HDR) to Mixed Use Medium (MXM) and rezone from PU Public Usage, REC Recreation and R-3 Multifamily to MU-3 Mixed Use 3 zoning district. City-initiated. ***(First Reading approved 8/15, Second Reading to coincide with approval of the Master Plan)***

PROPOSED ORDINANCE NO. 17-022 - SECOND READING - Amending Ordinance 02-013 to Rezone a Parcel of Land Described Herein and Commonly Referred to as Town Square From Public Usage (Pu); Recreation (Rec) And Multifamily (R-3) to Mixed Use 3 (Mu-3). ***(First Reading approved 8/15, Second Reading to coincide with approval of the Master Plan)***

F. Legal update on the Quantum Park Overlay District (QPOD)

15. ADJOURNMENT

Motion

There being no further business to discuss, Commissioner McCray moved to adjourn. Commissioner Romelus seconded the motion.

Vote

The motion unanimously passed. The meeting was adjourned at 8:17 p.m.

(Continued on next page)

CITY OF BOYNTON BEACH

_____
Mayor - Steven B. Grant

_____
Vice Mayor - Justin Katz

_____
Commissioner - Mack McCray

_____
Commissioner - Christina Romelus

_____
Commissioner - Joe Casello

ATTEST

_____
Judith A. Pyle, CMC
City Clerk

_____
Queenester Nieves
Deputy City Clerk

SARA SIMS PARK IMPROVEMENT & IMPLEMENTATION MEETING
AT THE CAROLYN SIMS CENTER
DECEMBER 13, 2017
225 NW 12TH AVENUE, BOYNTON BEACH, FLORIDA

Ms. Lori LaVerriere, City Manager called the meeting to order at 6:12 p.m.

Ms. LaVerriere announced the renovations of the Sara Sims Park have been a long time coming. Indicated staff will provide an overview of the Master Plan. Introduced staff members associated with the project: Wally Mayors, John Durgan, Eleanor Krusell, Jeff Livergood, Gwen Hall, Colin Groff, Tim Howard, David Scott and Commissioner Joe Casello of District IV. Ms. LaVerriere indicated she was looking forward to all feedback.

Mike Simon, Executive Director CRA, noted there have been many meetings regarding the Master Plan. The CRA has held four meetings to discuss plans, and continues to seek residents' opinions. The Community Redevelopment Agency has committed to pay $600,000 for Sara Sims improvements and the City has agreed to pay $700,000. Mr. Simon stated this was a collaboration between the City and the CRA. Explained the Sara Sims Park was a 6.95 acre facility located in the heart of Boynton Beach. The City along with the CRA has committed $1.3M for an update to the facilities which includes new fencing, irrigation, parking lot updates, pavilion work, restroom renovations, lighting updates and landscape.

A concerned citizen asked if the project was being funded with Palm Beach County penny surtax.

Ms. LaVerriere replied the work being performed was due to the County penny sales tax. This was the tax being levied in Palm Beach County. She continued this was one of the first capital projects being done in Boynton Beach. The City of Boynton Beach was excited to begin this project. She wanted to thank everyone for their continued support and input into this project. The project will encompass fences, irrigation, Parking lot repairs, pavilions, re-sodding, restroom upgrades, lighting throughout the Park, walkways and paths, as well as to the bring the Park up to the Americans with Disabilities Act standards.

Gary Dunmyer, City of Boynton Beach City Engineer, explained there were many concerns regarding the new Park. The consultant was able to address and resolve many of those issues. He informed the audience the Park would have new grass. New irrigation would be installed and some trees planted in the Park. There would be Lighting throughout the Park. The Park will have an open and closing time. Mr. Dunmyer indicated there would be a decorative fence approximately 6 feet tall around the Park.

City Resident inquired if this would still be a passive Park.

Mr. Dunmyer explained the Park would have trails and would still be used as a passive Park. The Park would have many different types of activities such as walking and bike riding. There would be pavilions along the walk ways. There have been suggestions of having concerts in the open areas. There will be water and electric provided within the Park. Mr. Dunmyer indicated the walk path would have many trees along the path and would provide a nice walking experience. Mr. Dunmyer said the feedback provided from the community was fitness. The Park will have areas designated for exercise.

Mr. Dunmyer said the Park was presently not in very good shape. Many years ago the pavilion was burned down and never replaced. There will be 3 pavilions available for party rentals. The pavilion will have electric, water and trash receptacles. The paths will have benches and about 30 additional trash receptacles throughout the Park area. The central part of the Park will be multicolored; there was some graffiti painting on the wall which will be incorporated into the color scheme. The Park and the cemetery will be tied together. There will be benches so the deceased love ones could be visited. There will be additional trees and a sidewalk.

Mr. Dunmyer continued saying the existing bathroom will be replaced, the design was still being worked on. One feature he was proud of was the solar charging stations, as well as Wi-Fi, and security cameras throughout the Park. He noted the cameras would be monitored remotely.

Ms. LaVerriere indicated additional Parking has been added. Having additional Parking would help with the additional needed Parking for parties and other events at the Park. Decorative banner for the light poles, and the lighting was being done; this would make the Park extremely nice. The fencing that was surrounding the cemetery Park would be lower. The Cemetery would remain open until about 9 or 10 pm. There needed to be some type of a barrier. The City has had problems with people driving four wheelers in the cemetery.

A citizen inquired how large was the Park area. Mr. Dunmyer indicated it was a quarter of a mile.

Ms. LaVerriere indicated she wanted to make sure there would be some art features at the Park. She continued the City will allow the City of Boynton Beach local vendors to bid smaller projects. This was part of the Building Wealth in the Community program which was initiated last year to assist Boynton Beach small businesses to bid on project for the City. The City of Boynton Beach was spending a lot of money and we would like for local vendors to be able to work with the City.

Ms. LaVerriere announced the City was breaking down big projects into smaller ones in order to provide an opportunity for smaller businesses to be awarded contracts from the City of Boynton Beach. She stated the City was asking for the community's patience. Having to break down this very large project into smaller pieces takes more time, but it would mean more work for the local businesses in the City. Ms. LaVerriere stated the anticipated completion of the Park was for spring of 2019 (March). She indicated everything would be done to minimize the closure to the Park. The City would begin to phase in the work.

Dr. Stephanie Hayden noted she has not seen this most recent rendering until tonight. She indicated she liked the layout being presented. She had some concerns and questions regarding the naming of the Park. Was the renovation only for the Park and not the cemetery? She wanted to know if the cemetery could have some extending hands going across the entrance to the cemetery. Maybe some praying hands with the name of the Cemetery. She lived in west Boynton and there was a Park which used your own body to provide fitness. She indicated this was a multipurpose Park. She noted Parks should be opened, no fences. Indicated the City should apply for grants from FPL for the energy to help with the electric.

A concerned citizen inquired as to where were all of the churches

Ms. LaVerriere indicated the survey, which was given to the audience, was only for City owned property.

A concerned citizen inquired as to where are the churches compared to the drawings. Ms. LaVerriere explained the churches were not on the survey because as stated before they are private property. Ms. LaVerriere pointed on the map where the churches were located.

Another concerned citizen asked what was going to happen to the churches? Was the City going to take away the churches? The Park should be multifamily more pavilions and more places for the kids. The citizen indicated the bathroom should have been gone a long time ago. She asked if there was going to be only one bathroom. There should be more around the Park for the young children. What about swings for the children, and an office on site at this new Park. She asked about a musical stage, she would like that. She understands this was not in the plan before. She responded to what the other young lady was saying about the fence. She did not agree with having a fence. The Park should feel free. She was happy with the Park not having a fence. As far as spending money on the trees, could the City have some type of donations for the trees?

Ms. LaVerriere responded to the citizen regarding playground equipment. The playground would be the center of the Park. There would be benches near the playground. To add larger playground equipment could be expensive.

Mr. Wally Majors, Director of Parks and Recreation explained playground equipment was very expensive.

A concerned citizen stated we as a community have been asking for water features for years and nothing has happened.

Ms. LaVerriere said the water features are a night mare, with the maintenance and liability of those features. The City has designed the Park with more pavilions. The pavilion can be reserved for parties. There are many areas where we could put additional pavilions as needed.

Concerned citizen wanted to know about the fencing. Inquired about the bad element bringing ATV's into the Park. If ATV's are allowed in the Park, then the City would definitely need a fence. The last concern was the bathroom; it needs to be locked after a certain time.

Ms. LaVerriere explained the bathrooms would be closed and locked at the end of the day. There will be doors on the bathrooms. The time of closing has not yet been determined. She said most Parks close at dusk.

A resident inquired as to who would be responsible to clean up the area. He informed the audience he watched a company come out and clean the area, it took no more than three minutes. He was concerned about the clean-up of the trash cans. Was this something staff would be responsible.

Ms. LaVerriere said the City of Boynton Beach contracts out some of the cleaning to outside companies. The City was developing the maintenance programs. There are many vacant lots and Parks needed to be cleaned. There are staff which are responsible for the maintenance of certain areas. The City also has contracts. The City was spending a lot of money to keep the City looking nice. She said we need everyone to pitch in and help keep the areas free of debris. She said there are many Parks that can be adopted. Ms. LaVerriere stated the City of Boynton Beach would accept any help from the community.

Dr. Stephanie Hayden asked if there were trees which could be used as a barrier. She said to have a fence would be very costly. She stated the trees could be used as security as well. It was better to have the trees as a barrier than a fence. Everyone

wants the property to be maintained. She thinks over time, the fence creates a barrier. If there are trees, the ATV's cannot get in between the trees.

Mr. Dunmyer explained there are some possibilities for having trees as a barrier instead of having a fence. If there are trees, anyone can hide in the trees and possibly commit a crime. There are some types of trees as a living barrier. He stated over the years the City can see what was working well and what did not. If there are trees, trash will collect near the bottom of the trees and require more maintenance.

Concerned citizens said the City needed to stop trying to be cheap. The concerned citizen stated the previous person does not live in this area. She should not tell anyone what she wanted. Stop trying to be cheap.

A resident said that the fence was very ugly at the Hester Center.

Dr. Hayden stated this could be a good area for a dirt bike Park. Ms. LaVerriere indicated that was not a great idea.

A concerned citizen asked for the dirt bike Park to be placed in the last speaker's area.

Ms. LaVerriere introduced Commissioner Romelus to the audience (7:08 p.m.)

John Danes informed the audience he was employed with Palm Beach County Parks Department. This was an excellent plan. He said the layout was great. The fence was really important. He said Palm Beach County Parks all had some type of fencing surrounding the Parks. He said it was very important to make sure there was lighting in the entire Park, not just portions of the Park. The bathrooms needed to be secured. He suggested a key lock system. Noted the bathrooms should not be open after a certain time.

Ms. LaVerriere indicated the Park would be lighted, and the bathrooms would be secured.

Concerned resident asked if the City could put in a theater. He said a theater would generate revenue. The City could have concerts year round. Asked what would be the cost of a theater. Ms. LaVerriere replied she did not know the cost of a building a theater.

Mr. Simon stated the City has not designed the Park with a theater in mind. He noted the CRA looked into an oval or a clam shape; it was tall enough to use a rail. They did not have a cost; this maybe something which could be done at a later date. Ms. LaVerriere said everyone needs to keep in mind this was a community Park. If the

music was too loud and the concert lasted too long, the community would be calling about the noise. She wanted to be careful with music.

Minister Bernard Wright stated he grew up around the corner. It would be nice to have an actual pavilion. He does not think the rental would sustain itself. The community loves this Park. This was just a small piece of the community; if you do not secure the Park you will have the criminal element. He insisted the Park must be secured. The bathrooms must be locked after the Park was closed.

Ms. LaVerriere asked if the community wanted to allow dogs on leashes in the Park.

Everyone in the audience stated they did not want dogs in the Park.

Concerned resident suggested there needed to be a multipurpose building on the property. She does not see anything other than the pavilions. She was wondering, what it would take to get what the community has suggested. This was a total different plan than what was discussed with the community. The Heart of Boynton has been deprived for many years. She said the cost of living was out of this world. She stated the community uses St. John Missionary Baptist Church for events. The Park could be used to have those events. She does not understand why it has taken this long to get the process started. Why can't we have something like that here in the Heart of Boynton? She did not understand why the delays.

Ms. LaVerriere indicated the City has met many times with the community and we believe we are offering what was being requested by the community.

Nicole Wilson inquired who should be contacted regarding maintenance. Ms. LaVerriere said to contact Wally Majors, Parks and Recreation Director. .

A concerned resident stated the most important thing was to love the Park. The community needed to take the Park back. There should be availability to use the Park at night as well. We cannot give into criminal behavior. The Community should be able to go to the Park at night and enjoy the Park.

Ms. LaVerriere indicated the City love the Parks. She stated the problem was the Parks and Recreation department does not have staff to come at night to clean the trash receptacles. She explained the receptacles were not being picked up by the trash truck. Staff must empty the receptacles one at a time.

Willie Akins said he remembers there was a multipurpose room and believes the cost was low.

A resident stated there could be a platform and a cover as an alternative to the multipurpose room.

A resident asked about the Parking. Indicated that area was blocked off. Asked if an area could be made into additional Parking for the Park

Ms. LaVerriere believed that was private Parking.

Conversation insued between residents about the Parking and why it could not be a good area to Park. Discussion included the City should purchase the lot and expand the Parking for the Park.

Ms. LaVerriere indicated the City was looking into all possibilities.

(*Commissioner Romelus left at 7:15 p.m.*)

Concerned resident indicated some of the young people like to play basketball. She wanted to know if the Park could have a basketball court. Also, when it rain there was nothing for the young people to do. Asked what the City can do about that.

Ms. LaVerriere stated this was not in the budget at this time.

Concerned citizens said it should not be a cost thing.

Mr. Simon stated that project was about $150,000, the band shell. Mr. Simon indicated he could get a cost for Mr. Dunmyer.

Ms. LaVerriere noted the City was going to be hard-pressed to place more items for this project. As the Park gets used, we will listen to the community. The City has room to grow. There could be plans for this in the future, but it was not budgeted at this time.

Concerned citizen said his was a big investment for the community and this investment needed to be taken care of. This was a beautiful Park. She indicated she likes what has been presented tonight; she indicated we needed to move forward. This was dynamic. Let's move forward.

Ms. LaVerriere stated the City must work within their budget. The City has $1.4M, and additional landscaping has been added.

Concerned citizen asked did the penny tax funding the project.

Ms. LaVerriere said the penny surtax, along with the CRA are partnering to complete this Park project.

Ms. LaVerriere stated this would add value to the homes in the area. She indicated there was a pavilion which burned down and the pavilion was never rebuilt. The pavilion can be used for birthday parties. She indicated residents would need to pull a special permit in order to have any type of party in the Park, as well as renting the pavilion.

A concerned resident inquired if the trees going in will be considered a barrier instead of a fence. Ms. Dunmyer responded when trees are created as a barrier there are some issues such as trash and other debris going under the trees.

A resident asked if the road could be opened that was now blocked off.

A citizen inquired about the street going through near the Park. Ms. LaVerriere responded there were no plans in opening up the street to enter the Park.

A concerned citizen asked if it was possible to have space for a basketball court with a covering for the court. Let's do it right the first time. Let's not come back in a year or two and tear down and build back up. This would cost extra money to do this. Ms. LaVerriere replied a basketball court with covering was not budgeted for this fiscal year.

Ms. LaVerriere stated hopefully the residents will see shovels in the ground within the next six months. She informed the residents the City needed to get the specification and to bid the job out to vendors. Ms. LaVerriere thanked everyone for their feedback.

Meeting adjourned 7:36 p.m.

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/6/2018

REQUESTED ACTION BY COMMISSION:
PROPOSED RESOLUTION NO. R18-022 - Approve utilizing the City of Miami's Contract IFB No. 516388 to furnish and install emergency equipment for law enforcement vehicles on an "AS NEEDED BASIS" from Dana Safety Supply, Inc. of Doral, FL for an estimated annual amount of $225,000. The City of Miami's procurement process satisfies the City's competitive bid requirements.

EXPLANATION OF REQUEST:
BID TERM: January 25, 2018 THROUGH January 24, 2019

The Police Department is planning on replacing 25 vehicles for fiscal year 2018 and will utilize this bid to furnish the replacements with the required emergency equipment and lighting. Dana Supply is the only BluePrint certified installer in South Florida, which is our current lighting operating system. This will allow for uniformity within our fleet and continuity for equipment design so officers can switch cars without experiencing difficulties. Moreover, this contract provides a 7 year warranty on lighting which exceeds industry standards (5 years).

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
The purchase of emergency equipment and lighting will allow for our patrol/non-patrol officers to respond to emergency calls for service in a safe and prudent manner. Emergency equipment will allow officers to successfully meet our mission as providers of effective, efficient and impartial services to the community.

FISCAL IMPACT: Budgeted
Funds for the emergency equipment have been budgeted in account number 501-2516-519-64-33.

Fiscal Year 2017 expenditures were $170,477.00

ALTERNATIVES: The City could issue its own bid for this equipment.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Resolution	Resolution approving Utilizing City of Miami agreement with Dana Safety Supply
Contract	City Contract with Dana Safety Supply
Contract	Contract
Amendment	Contract Amendment
Amendment	Contract Amendment 2
Attachment	Renewal

RESOLUTION NO. R18-

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE PIGGY-BACK OF A CITY OF MIAMI CONTRACT IFB NO. 516388 TO FURNISH AND INSTALL EMERGENCY EQUIPMENT FOR LAW ENFORCEMENT VEHICLES ON AN "AS NEEDED BASIS" WITH THE SAME TERMS, CONDITIONS, SPECIFICATIONS AND PRICING WITH AN ESTIMATED ANNUAL EXPENDITURE OF $225,000; AUTHORIZING THE CITY MANAGER TO SIGN A CONTRACT WITH DANA SAFETY SUPPLY, INC.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City staff has confirmed that the procurement process of the City of Miami meets or exceeds that of the City of Boynton Beach's requirements; and

WHEREAS, upon recommendation of staff, it is the City's desire to piggy-back a City of Miami Contract IFB No. 516388 to furnish and install emergency equipment for law enforcement vehicles on an "AS NEEDED BASIS" with Dana Safety Supply, Inc., for an estimated annual expenditure of $225,000 with the same terms, conditions, specifications.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

Section 2. The City Commission of the City of Boynton Beach, Florida, hereby approves the piggy-back of a City of Miami Contract IFB No. 516388 to furnish and install emergency equipment for law enforcement vehicles on an "AS NEEDED BASIS" with Dana Safety Supply, Inc., for an estimated annual expenditure of $225,000 with the

same terms, conditions, specifications.

Section 3. The City Manager is hereby authorized to sign a contract with Dana Safety Supply, Inc., a copy of which is attached hereto as Exhibit "A".

Section 4. That this Resolution shall become effective immediately.

PASSED AND ADOPTED this _____ day of _____, 2018.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Justin Katz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Christina L. Romelus	_____	_____
Commissioner – Joe Casello	_____	_____
VOTE	_____	

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

(City Seal)

CONTRACT FOR EMERGENCY EQUIPMENT
FOR LAW ENFORCEMENT VEHICLES

This Contract is made as of this ____ day of _____, 2018 by and between DANA SAFETY SUPPLY, INC., a Florida corporation authorized to do business in the State of Florida, with offices at 1620 NW 82nd Avenue, Doral, FL 33126 ("DANA SAFETY"), and THE CITY OF BOYNTON BEACH, a Florida municipal corporation, with an address at 100 East Boynton Beach Boulevard, Boynton Beach, FL 33435 (the "City").

RECITALS

WHEREAS, emergency equipment and lighting will be required for the 25 vehicles the police department is planning on replacing in fiscal year 2018; and

WHEREAS, the City is utilizing the City of Miami Contract IFB No. 516388 with DANA SAFETY to furnish and install emergency equipment for law enforcement vehicles on an "AS NEEDED BASIS" in the estimated annual expenditure of $225,000; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

Section 1. The foregoing recitals are true and correct and are hereby incorporated in this Contract.

Section 2. The City and DANA SAFETY agree that DANA SAFETY shall furnish and install emergency equipment for law enforcement vehicles on an "AS NEEDED BASIS" in the estimated annual expenditure of $225,000 utilizing the City of Miami Contract IFB No. 516388, a copy of which is attached hereto as Exhibit "A", except as hereinafter provided:

A. All references to City of Miami shall be deemed as references to the City of Boynton Beach.

B. All Notices to the City shall be sent to:

City: Lori LaVerriere, City Manager
City of Boynton Beach
100 East Boynton Beach Boulevard
Boynton Beach, Florida 33435
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

Copy : James A. Cherof, City Attorney
Goren, Cherof, Doody & Ezrol, PA.
3099 East Commercial Boulevard, Suite 200

Fort Lauderdale, FL 33308
Telephone: (954) 771-4500
Facsimile: (954) 771-4923

C. The venue of any action taken to enforce this Contract shall be in Palm Beach County, Florida and this Contract shall be interpreted under the laws of the State of Florida.

Section 3. In the event that the City of Miami Contract is amended, or terminated, DANA SAFETY shall notify the City within ten (10) days. In the event the City of Miami Contract is amended or terminated prior to its expiration, this Contract shall remain in full force and effect, and not be deemed amended or terminated, until specifically amended or terminated by the parties hereto.

Section 4. DANA SAFETY agrees that in the event it enters into a Contract for the same (or substantially similar) scope of services with another local government in Florida which contains a term or condition, including fees, charges or costs, which the City determines to be more favorable than the terms in this Contract, the parties shall enter into an Addendum to provide those terms to the City.

Section 5. The insurance required shall require that the Certificate of Insurance name the City of Boynton Beach as an additional insured.

Section 6. In all other aspects, the terms and conditions of the City of Miami, Contract IFB No. 516388 are hereby ratified and shall remain in full force and effect under this Contract, as provided by their terms.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY OF BOYNTON BEACH, FLORIDA

ATTEST:

By:_____
Lori LaVerriere, City Manager

_____
Judith A. Pyle, CMC, City Clerk

APPROVED AS TO FORM:

_____
James A. Cherof, City Attorney

DANA SAFETY SUPPLY, INC.

WITNESSES:

_____ BY:_____
Print Name: _____

_____ Title: _____

ATTEST:

_____
CORPORATE SECRETARY

EXHIBIT A

AGREEMENT BETWEEN CITY OF MIAMI AND DANA SAFETY

City of Miami

CONTRACT AWARD

Procurement Department

IFB NO:	516388(21)
DESCRIPTION:	PURCHASE AND/OR INSTALLATION OF MUNICIPAL VEHICLE EQUIPMENT CITYWIDE
TERM OF CONTRACT:	TWO (2) YEARS, WITH OTR FOR THREE (3) ADDITIONAL ONE-YEAR PERIODS
CONTRACT PERIOD:	**JANUARY 25, 2016 THROUGH JANUARY 24, 2018**
COMMODITY CODE:	05557-00

SECTION #1 – VENDOR AWARD

Dana Supply, Inc.
1620 NW 82nd Ave.
Doral, FL 33126
Contact: Mark Sevigny
Phone: (800) 854-5536
Email: msevigny@1dss.com

LESC, Inc. d/b/a Law Enforcement Supply
6601 Lyons Rd., Suite H-3
Coconut Creek, FL 33073
Contact: Jose Ferrando
Phone: (954) 428-3776 x5203
Fax: (954) 834-2490
Email: jferrando@lawsupply.com

SECTION #2 – AWARD/BACKGROUND INFORMATION/APPLICABLE ORDINANCES/NOTES

CC AWARD DATE:	JANUARY 14, 2016	AMENDED AMOUNT: N/A
RESOLUTION NO:	16-0009	INSURANCE REQUIREMENTS: YES
TOTAL CONTRACT AMOUNT:	*SEE BELOW*	PERFORMANCE BOND: N/A
		APPLICABLE ORDINANCES: N/A

Allocating funds from the various sources of funds from the user departments and agencies subject to the availability of funds and budgetary approval at the time of need.

Notes: CONTRACT PERIOD: JANUARY 25, 2016 THROUGH JANUARY 24, 2018

SECTION #3 - REQUESTING DEPARTMENT

CITY OF MIAMI, GSA
Contract Administrator: John Babos
Phone: (305) 329-4874

SECTION #4 - PROCURING AGENCY

CITY OF MIAMI, DEPARTMENT OF PROCUREMENT
Buyer: Eduardo Falcon
Phone: (305) 416-1901

Prepared By: Aimee Gandarilla, 2/2/16

A CONTRACT AWARD SHEET INSTRUCTIONAL GUIDE TO ASSIST YOU WITH THE INFORMATION CONTAINED HEREIN IS AVAILABLE IN THE ISUPPLIER INFORMATION SECTION OF OUR WEBPAGE AT: WWW. MIAMIGOV.COM/PROCUREMENT

Initial: LO

TABULATION OF IFB 516388
PURCHASE AND/OR INSTALLATION OF MUNICIPAL VEHICLE EQUIPMENT

			Dana safety 1372 NW 78 Avenue Miami, FL 33126	**LESC Inc.** 6601 Lyons Road, Suite H3 Coconut Creek, FL 33073
Item #	Description	Unit of Measure	Percent Catalog Discount	Percent Catalog Discount
#1	Percent Discount Off Manufacturers List Price Catalog for Mavron Inc, www.mavron.com	Each	No Bid	No Bid
#2	Percent Discount Off Manufacturers List Price Catalog for Van-Cell, Inmate & Prisoner Transportation System, www.van-cell.com	Each	No Bid	No Bid
#3	Percent Discount Off Manufacturers List Price Catalog for Federal Signal	Each	No Bid	15%
#4	Percent Discount Off Manufacturers List Price Catalog for Signal Technology Enterprises, www.signaltechnology.net	Each	No Bid	No Bid
#5	Percent Discount Off Manufacturers List Price Catalog for HG2 Emergency Lighting, www.hg2lighting.com	Each	5%*	5%*
#6	Percent Discount Off Manufacturers List Price Catalog for WANCO, www.wanco.com	Each	10%	No Bid
#7	Percent Discount Off Manufacturers List Price Catalog for MPH Radar, www.mphindustries.com	Each	No Bid	No Bid
#8	Percent Discount Off Manufacturers List Price Catalog for TUFLOC, www.tufloc.com	Each	28%*	15%*
#9	Percent Discount Off Manufacturers List Price Catalog for PUGS Custom Cabinets, www.pugscabinets.com	Each	No Bid	No Bid
#10	Percent Discount Off Manufacturers List Price Catalog for Unity Manufacturing, www.unityusa.com	Each	20%*	25%*
#11	Percent Discount Off Manufacturers List Price Catalog for Star Headlight & Lantern Co., www.star1889.com	Each	30%*	40%*
#12	Percent Discount Off Manufacturers List Price Catalog for Able-2 Products, www.able2products.com	Each	30%*	22%*
#13	Percent Discount Off Manufacturers List Price Catalog for Brooking Industries Ltd., www.brookingindustries.com	Each	35%*	18%*
#14	Percent Discount Off Manufacturers List Price Catalog for Go-Rhino, www.gorhino.com	Each	15%*	20%*
#15	Percent Discount Off Manufacturers List Price Catalog for LUND Products, www.lundinternational.com	Each	15%*	5%*
#16	Percent Discount Off Manufacturers List Price Catalog for Streamlight, www.streamlight.com	Each	42%*	35%*
#17	Percent Discount Off Manufacturers List Price Catalog for PRO-Copper, www.procopper.com	Each	No Bid	No Bid
#18	Percent Discount Off Manufacturers List Price Catalog for L3 Mobile Vision, www.mobile-vision.com	Each	5%*	2%*
#19	Percent Discount Off Manufacturers List Price Catalog for Patrol Witness, www.patrolwitness.com	Each	No Bid	No Bid
#20	Percent Discount Off Manufacturers List Price Catalog for Plate Scan, www.platescan.com	Each	No Bid	No Bid
#21	Percent Discount Off Manufacturers List Price Catalog for Pro-gard Products LLC, www.progard.com	Each	31%*	26%*

Prepared by:
Eduardo J. Falcon
10/16/2015

TABULATION OF IFB 516388
PURCHASE AND/OR INSTALLATION OF MUNICIPAL VEHICLE EQUIPMENT

			Dana safety 1372 NW 78 Avenue Miami, FL 33126	**LESC Inc.** 6601 Lyons Road, Suite H3 Coconut Creek, FL 33073
Item #	Description	Unit of Measure	Percent Catalog Discount	Percent Catalog Discount
#22	Percent Discount Off Manufacturers List Price Catalog for Setina Manufacturing, www.setina.com	Each	30%*	26%*
#23	Percent Discount Off Manufacturers List Price Catalog for RAM Mounts, www.ram-mount.com	Each	35%*	22%*
#24	Percent Discount Off Manufacturers List Price Catalog for Jotto Desk Vehicle Mounting Solutions, which includes: Patriot Products and Kodiak Mobile, www.everythingbutlights.com	Each	No Bid	30%
#25	Percent Discount Off Manufacturers List Price Catalog for Big Sky Racks, www.bigskyracks.com	Each	18%*	17%*
#26	Percent Discount Off Manufacturers List Price Catalog for BLI International, www.prioritystart.com	Each	18%*	30%*
#27	Percent Discount Off Manufacturers List Price Catalog for Tremco, www.tremcopoliceproducts.com	Each	15%*	10%*
#28	Percent Discount Off Manufacturers List Price Catalog for Gamber-Johnson, www.gamberjohnson.com	Each	46%*	28%*
#29	Percent Discount Off Manufacturers List Price Catalog for Kustom Signals Inc, www.kustomsignals.com	Each	No Bid	1%
#30	Percent Discount Off Manufacturers List Price Catalog for Sound-off Signal, www.soundoffsignal.com	Each	45%*	54.5%*
#31	Percent Discount Off Manufacturers List Price Catalog for Truck Vault Secure Storage Solutions, www.truckvault.com	Each	5%*	5%*
#32	Percent Discount Off Manufacturers List Price Catalog for American Aluminum Accessories, www.ezrideronline.com	Each	5%*	1%*
#33	Percent Discount Off Manufacturers List Price Catalog for NOVA Electronics, www.strobe.com	Each	20%*	40%*
#34	Percent Discount Off Manufacturers List Price Catalog for Watch Guard Digital in Car Video, www.watchguardvideo.com	Each	No Bid	1%
#35	Percent Discount Off Manufacturers List Price Catalog for All Traffic Solutions, www.alltrafficsolutions.com	Each	No Bid	No Bid
#36	Percent Discount Off Manufacturers List Price Catalog for Whelen, www.whelen.com	Each	45%*	44%*
#37	Percent Discount Off Manufacturers List Price Catalog for Code 3 Public Safety Equipment, www.code3pse.com	Each	No Bid	30%
#38	Percent Discount Off Manufacturers List Price Catalog for Troy Industries, www.troyproducts.com	Each	25%*	19%*
#39	Percent Discount Off Manufacturers List Price Catalog for Adamson Industries, www.adamsonindustries.com	Each	No Bid	No Bid
#40	Percent Discount Off Manufacturers List Price Catalog for Ray Allen Manufacturing Company, www.rayallen.com	Each	5%*	1%*
#41	Percent Discount Off Manufacturers List Price Catalog for Havis-Shields Manufacturing Company, www.havis.com	Each	35%*	29%*
#42	Percent Discount Off Manufacturers List Price Catalog for Radiotronics Inc., www.radiotronics.com	Each	3%*	2%*

Prepared by:
Eduardo J. Falcon
10/16/2015

TABULATION OF IFB 516388
PURCHASE AND/OR INSTALLATION OF MUNICIPAL VEHICLE EQUIPMENT

Item #	Description	Unit of Measure	**Dana safety** 1372 NW 78 Avenue Miami, FL 33126 Percent Catalog Discount	**LESC Inc.** 6601 Lyons Road, Suite H3 Coconut Creek, FL 33073 Percent Catalog Discount
#43	Percent Discount Off Manufacturers List Price Catalog for Drivecam,	Each	No Bid	No Bid
#44	Percent Discount Off Manufacturers List Price Catalog for Laguna 3P, www.laguna3p.com	Each	18%*	10%*
#45	Labor Time to install Prisoner Cage	Hour	2	3
#46	Labor Time to install Prisoner Seat	Hour	1	3
#47	Labor Time to install Prisoner Seat & Cage	Hour	3	5
#48	Labor Time to install Rear Window Bars with OEM or ABS door panels	Hour	0.5	3
#49	Labor Time to install Rear Window Bars and ABS door panels	Hour	0.75	3
#50	Labor Time to install Four (4) Corner Universal LED Hideaway Light System with Controller	Hour	2	4
#51	Labor Time to install Four (4) Corner Universal LED Hideaway Light System without Controller	Hour	2.5	4
#52	Labor Rate: Discounted Hourly Labor Rate to Install Items From Catalogs and Packages as Listed.	Hour	$60.00	$60.00
#53	Balance of Line: % Discount off Catalogs Not Listed.	Each	5%***	1%****
#54	ADD-ON SERVICES Window Tinting with Labor Included for Sedans (Compact to Full Size)	Each	$100.00**	$125.00**
#55	ADD-ON SERVICES Window Tinting with Labor Included for Sports Utility Vehicles	Each	$120.00**	$150.00**
#56	ADD-ON SERVICES Window Tinting with Labor Included for Pickups Standard Cab	Each	$80.00**	$100.00**
#57	ADD-ON SERVICES Window Tinting with Labor Included for Pickups Extended Cab	Each	$100.00**	$125.00**
#58	ADD-ON SERVICES Window Tinting with Labor Included for Pickups Crew Cab	Each	$100.00**	$150.00**

*If a catalog is offered by more than one vendor, the City will calculate the total cost of the discounted parts and total amount of hours required multiplied by the vendors discounted labor rate to determine the lowest price for that purchase.

**Line Items categorized as ADD-ON SERVICES, will be issued to the vendor(s) performing other contracted work on the unit(s), and not be issued as stand alone work.

*** vendor submitted discount for DSS, Reading and Off Tuffy

**** vendor submitted discount for Safariland and Vievu

Approved by:

Department Director/Designee

Prepared by:
Eduardo J. Falcon
10/16/2015

City of Miami

Invitation for Bid (IFB)

Purchasing Department

Miami Riverside Center

444 SW 2nd Avenue, 6th Floor

Miami, Florida 33130

Web Site Address: http://ci.miami.fl.us/procurement

IFB Number:	**516388**
Title:	**IFB for Purchase and/or Installation of Municipal Vehicle Equipment-Citywide**
Issue Date/Time:	**21-SEP-2015**
IFB Closing Date/Time:	**14-OCT-2015 @ 15:00:00**
Pre-Bid Conference:	**None**
Pre-Bid Date/Time:	
Pre-Bid Location:	
Deadline for Request for Clarification:	**Tuesday, September 29, 2015 at 3:00PM**
Buyer:	**Falcon, Eduardo**
Hard Copy Submittal Location:	**City of Miami - City Clerk 3500 Pan American Drive Miami FL 33133 US**
Buyer E-Mail Address:	**efalcon@miamigov.com**
Buyer Facsimile:	**305-400-5390**

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:

SUPPLIER NAME: _____

ADDRESS: _____

PHONE: _____ FAX: _____

EMAIL: _____ BEEPER: _____

SIGNED BY: _____

TITLE: _____ DATE: _____

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

Certifications

Legal Name of Firm:

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

Year Established:

Office Location: City of Miami, Miami-Dade County, or Other

Occupational License Number:

Occupational License Issuing Agency:

Occupational License Expiration Date:

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

If subcontractor(s) will be utilized, provide their name, address and the 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). If no subcontractor(s) will be utilized, please insert N/A.:

Please list and acknowledge all addendum/addenda received. List the addendum/addenda number and date of receipt (i.e. Addendum No. 1, 7/1/07). If no addendum/addenda was/were issued, please insert N/A.

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 and Telephone Number 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 and Telephone Number 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 and Telephone Number for above reference no. 3

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

Line: **1**

Description: **Percent Discount Off Manufacturers List Price Catalog for Mavron Inc, www.mavron.com**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **2**

Description: **Percent Discount Off Manufacturers List Price Catalog for Van-Cell, Inmate & Prisoner Transportation System, www.van-cell.com**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **3**

Description: **Percent Discount Off Manufacturers List Price Catalog for Federal Signal**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **4**

Description: **Percent Discount Off Manufacturers List Price Catalog for Signal Technology Enterprises, www.signaltechnology.net**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **5**

Description**: Percent Discount Off Manufacturers List Price Catalog for HG2 Emergency Lighting, www.hg2lighting.com**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **6**

Description**: Percent Discount Off Manufacturers List Price Catalog for WANCO, www.wanco.com**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **7**

Description**: Percent Discount Off Manufacturers List Price Catalog for MPH Radar, www.mphindustries.com**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **8**

Description**: Percent Discount Off Manufacturers List Price Catalog for TUFLOC, www.tufloc.com**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **9**

Description**: Percent Discount Off Manufacturers List Price Catalog for PUGS Custom Cabinets, www.pugscabinets.com**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **10**

Description**: Percent Discount Off Manufacturers List Price Catalog for Unity Manufacturing, www.unityusa.com**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **11**

Description**: Percent Discount Off Manufacturers List Price Catalog for Star Headlight & Lantern Co., www.star1889.com**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **12**

Description**: Percent Discount Off Manufacturers List Price Catalog for Able-2 Products, www.able2products.com**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **13**

Description**: Percent Discount Off Manufacturers List Price Catalog for Brooking Industries Ltd., www.brookingindustries.com**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **14**

Description**: Percent Discount Off Manufacturers List Price Catalog for Go-Rhino, www.gorhino.com**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **15**

Description**: Percent Discount Off Manufacturers List Price Catalog for LUND Products, www.lundinternational.com**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **16**

Description**: Percent Discount Off Manufacturers List Price Catalog for Streamlight, www.streamlight.com**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **17**

Description**: Percent Discount Off Manufacturers List Price Catalog for PRO-Copper, www.procopper.com**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **18**

Description**: Percent Discount Off Manufacturers List Price Catalog for L3 Mobile Vision, www.mobile-vision.com**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **19**

Description**: Percent Discount Off Manufacturers List Price Catalog for Patrol Witness, www.patrolwitness.com**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **20**

Description**: Percent Discount Off Manufacturers List Price Catalog for Plate Scan, www.platescan.com**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **21**

Description**: Percent Discount Off Manufacturers List Price Catalog for Pro-gard Products LLC, www.progard.com**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **22**

Description**: Percent Discount Off Manufacturers List Price Catalog for Setina Manufacturing, www.setina.com**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **23**

Description**: Percent Discount Off Manufacturers List Price Catalog for RAM Mounts, www.ram-mount.com**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **24**

Description**: Percent Discount Off Manufacturers List Price Catalog for Jotto Desk Vehicle Mounting Solutions, which includes: Patriot Products and Kodiak Mobile, www.everythingbutlights.com**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **25**

Description**: Percent Discount Off Manufacturers List Price Catalog for Big Sky Racks, www.bigskyracks.com**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **26**

Description**: Percent Discount Off Manufacturers List Price Catalog for BLI International, www.prioritystart.com**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **27**

Description**: Percent Discount Off Manufacturers List Price Catalog for Tremco, www.tremcopoliceproducts.com**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **28**

Description**: Percent Discount Off Manufacturers List Price Catalog for Gamber-Johnson, www.gamberjohnson.com**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**

Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **29**

Description**: Percent Discount Off Manufacturers List Price Catalog for Kustom Signals Inc, www.kustomsignals.com**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **30**

Description**: Percent Discount Off Manufacturers List Price Catalog for Sound-off Signal, www.soundoffsignal.com**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **31**

Description**: Percent Discount Off Manufacturers List Price Catalog for Truck Vault Secure Storage Solutions, www.truckvault.com**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **32**

Description**: Percent Discount Off Manufacturers List Price Catalog for American Aluminum Accessories, www.ezrideronline.com**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **33**

Description: **Percent Discount Off Manufacturers List Price Catalog for NOVA Electronics, www.strobe.com**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **34**

Description: **Percent Discount Off Manufacturers List Price Catalog for Watch Guard Digital in Car Video, www.watchguardvideo.com**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **35**

Description: **Percent Discount Off Manufacturers List Price Catalog for All Traffic Solutions, www.alltrafficsolutions.com**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **36**

Description: **Percent Discount Off Manufacturers List Price Catalog for Whelen, www.whelen.com**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **37**

Description**: Percent Discount Off Manufacturers List Price Catalog for Code 3 Public Safety Equipment, www.code3pse.com**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **38**

Description**: Percent Discount Off Manufacturers List Price Catalog for Troy Industries, www.troyproducts.com**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **39**

Description**: Percent Discount Off Manufacturers List Price Catalog for Adamson Industries, www.adamsonindustries.com**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **40**

Description**: Percent Discount Off Manufacturers List Price Catalog for Ray Allen Manufacturing Company, www.rayallen.com**

(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **41**

Description**: Percent Discount Off Manufacturers List Price Catalog for Havis-Shields Manufacturing Company, www.havis.com**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **42**

Description**: Percent Discount Off Manufacturers List Price Catalog for Radiotronics Inc., www.radiotronics.com**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **43**

Description**: Percent Discount Off Manufacturers List Price Catalog for Drivecam,**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **44**

Description**: Percent Discount Off Manufacturers List Price Catalog for Laguna 3P, www.laguna3p.com**

(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **45**

Description**: Labor Time to install Prisoner Cage**
(express as a decimal, 1/2 hour = .5)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **46**

Description**: Labor Time to install Prisoner Seat**
(express as a decimal, 1/2 hour = .5)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **47**

Description**: Labor Time to install Prisoner Seat & Cage**
(express as a decimal, 1/2 hour = .5)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **48**

Description**: Labor Time to install Rear Window Bars with OEM or ABS door panels**
(express as a decimal, 1/2 hour = .5)

Category: **05557-00**

Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **49**

Description**: Labor Time to install Rear Window Bars and ABS door panels (express as a decimal, 1/2 hour = .5)**

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **50**

Description**: Labor Time to install Four (4) Corner Universal LED Hideaway Light System with Controller (express as a decimal, 1/2 hour = .5)**

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **51**

Description**: Labor Time to install Four (4) Corner Universal LED Hideaway Light System without Controller (express as a decimal, 1/2 hour = .5)**

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **52**

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

Category: **05557-00**

Unit of Measure: **Hour**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **53**

Description**: Balance of Line: % Discount off Catalogs Not Listed.**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

List the catalogs that are being discounted _____

Line: **54**

Description**: ADD-ON SERVICES Window Tinting with Labor Included for Sedans (Compact to Full Size)**
(as per section 3.1.3)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **55**

Description**: ADD-ON SERVICES Window Tinting with Labor Included for Sports Utility Vehicles**
(as per section 3.1.3)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **56**

Description**: ADD-ON SERVICES Window Tinting with Labor Included for Pickups Standard Cab**
(as per section 3.1.3)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **57**

Description**: ADD-ON SERVICES Window Tinting with Labor Included for Pickups Extended Cab**
(as per section 3.1.3)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **58**

Description**: ADD-ON SERVICES Window Tinting with Labor Included for Pickups Crew Cab**
(as per section 3.1.3)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

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Terms and Conditions

1. General Conditions

1.1. GENERAL TERMS AND CONDITIONS

Intent: The General Terms and Conditions described herein apply to the acquisition of goods/equipment/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 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 OR EQUIPMENT - Any good(s) or equipment delivered under this formal solicitation, if applicable, shall remain the property of the seller 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/equipment supplied to the City are found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the Contractor and return the product to the Contractor at the Contractor's expense.

1.2. ACCEPTANCE OF OFFER - The signed or electronic submission of your solicitation response shall be considered an offer on the part of the bidder/proposer; 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 or reject any or all responses or parts of after opening/closing date and request re-issuance on the goods/services described in the formal solicitation. In the event of such rejection, the Director of Purchasing shall notify all affected bidders/proposers and make available a written explanation for the rejection. The City also reserves the right to reject the response of any bidder/proposer who has previously failed to properly perform under the terms and conditions of a contract, to deliver on time contracts of a similar nature, and who is not in a position to perform the requirements defined in this formal solicitation. The City further reserves the right to waive any irregularities or minor informalities or technicalities in any or all responses and may, at its discretion, re-issue this formal solicitation.

1.4. ADDENDA – It is the bidder's/proposer's responsibility to ensure receipt of all Addenda. Addenda are available at the City's website at: http://www.ci.miami.fl.us/procurement

1.5. ALTERNATE RESPONSES WILL NOT BE CONSIDERED.

1.6. ASSIGNMENT - Contractor agrees not to subcontract, assign, transfer, convey, sublet, or otherwise dispose of the resulting Contract, or any or all of its right, title or interest herein, without City of Miami's prior written consent.

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

1.8. AUDIT RIGHTS AND RECORDS RETENTION - The Successful Bidder/Proposer 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 Contractor which are directly pertinent to this formal solicitation, for the purpose of audit, examination, excerpts, and transcriptions. The Successful Bidder/Proposer shall maintain and retain any and all of

the books, documents, papers and records pertinent to the Contract for three (3) years after the City makes final payment and all other pending matters are closed. Contractor's failure to or refusal to comply with this condition shall result in the immediate cancellation of this contract by the City.

1.9. 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(s)/proposer(s) 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 bid contract or agreement will establish its own contract/agreement, 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(s)/proposer(s).

1.10. AWARD OF CONTRACT:

A. The Formal Solicitation, Bidder's/Proposer's response, any addenda issued, and the purchase order shall constitute the entire contract, unless modified in accordance with any ensuing contract/agreement, amendment or addenda.

B. The award of a contract where there are Tie Bids will be decided by the Director of Purchasing or designee in the instance that Tie Bids can't 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 Technical Specifications. Bidder/Proposer shall be in default of its contractual obligation if such documents are not submitted in a timely manner and in the form required by the City. Where Bidder/Proposer is in default of these contractual requirements, the City, through action taken by the Purchasing Department, will void its acceptance of the Bidder's/Proposer's Response and may accept the Response from the next lowest responsive, responsible Bidder or Proposal most advantageous to the City or re-solicit the City's requirements. The City, at its sole discretion, may seek monetary restitution from Bidder/Proposer and its bid/proposal bond or guaranty, if applicable, as a result of damages or increased costs sustained as a result of the Bidder's/Proposer's default.

D. The term of the contract shall be specified in one of three documents which shall be issued to the successful Bidder/Proposer. 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 is exercised, the City shall notify the Bidder/Proposer, in writing, of its intent to extend the contract at the same price, terms and conditions for a specific number of days. Additional extensions over the first one hundred twenty (120) day extension may occur, if, the City and the Successful Bidder/Proposer 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 or individual-item basis, or such combination as shall best serve the interests of the City unless otherwise specified.

H. A Contract/Agreement may be awarded to the Bidder/Proposer by the City Commission based upon the minimum qualification requirements reflected herein. As a result of a RFP, RFQ, or RFLI, the City reserves the right to execute or not execute, as applicable, an Agreement with the Proposer, whichever is determined to be in the

City's best interests. Such agreement will be furnished by the City, will contain certain terms as are in the City's best interests, and will be subject to approval as to legal form by the City Attorney.

1.11. BID BOND/ BID SECURITY - A cashier's or certified check, or a Bid Bond signed by a recognized surety company that is licensed to do business in the State of Florida, payable to the City of Miami, for the amount bid is required from all bidders/proposers, if so indicated under the Special Conditions. This check or bond guarantees that a bidder/proposer will accept the order or contract/agreement, as bid/proposed, if it is awarded to bidder/proposer. Bidder/Proposer shall forfeit bid deposit to the City should City award contract/agreement to Bidder/Proposer and Bidder/Proposer 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/proposers within ten (10) days after the award and successful bidder's/proposer's acceptance of award. If sixty (60) 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. RESPONSE FORM (HARDCOPY FORMAT) - All forms should be completed, signed and submitted accordingly.

1.13. BID SECURITY FORFEITED LIQUIDATED DAMAGES - Failure to execute an Agreement 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 Security to the City, which forfeiture shall be considered, not as a penalty, but in mitigation of damages sustained. Award may then be made to the next lowest responsive, responsible Bidder or Proposal most advantageous to the City or all responses may be rejected.

1.14. BRAND NAMES - If and wherever in the specifications brand names, makes, models, names of any manufacturers, trade names, or bidder/proposer 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 wish to rule out other competitors' brands or makes, the phrase "OR EQUAL" is added. When bidding/proposing an approved equal, Bidders/Proposers will submit, with their response, complete sets of necessary data (factory information sheets, specifications, brochures, etc.) in order for the City to evaluate and determine the equality of the item(s) bid/proposed. The City shall be the sole judge of equality and its decision shall be final. 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 only upon request of the City. If samples should be requested, such samples must be received by the City no later than seven (7) calendar days after a formal request is made.

1.15. CANCELLATION - The City reserves the right to cancel all formal solicitations before its opening/closing. In the event of bid/proposal cancellation, the Director of Purchasing shall notify all prospective bidders/proposers and make available a written explanation for the cancellation.

1.16. CAPITAL EXPENDITURES - Contractor understands that any capital expenditures that the firm makes, or prepares to make, in order to deliver/perform the goods/services required by the City, is a business risk which the contractor must assume. The City will not be obligated to reimburse amortized or unamortized capital expenditures, or to maintain the approved status of any contractor. If 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/Proposer/Consultant, any sub-contractor/sub-consultant, 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/Proposer, 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 response

for the same items/services or with the City of Miami's Purchasing Department or initiating department. The Bidder/Proposer certifies that its response is fair, without control, collusion, fraud or other illegal action. Bidder/Proposer 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/responses where collusion may have occurred.

1.19. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS - Contractor understands that contracts between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, records keeping, etc. City and Contractor agree to comply with and observe all applicable laws, codes and ordinances as that may in any way affect the goods or equipment 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 218.73 and 218.74 on Prompt Payment.

Lack of knowledge by the bidder/proposer will in no way be a cause for relief from responsibility. Non-compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of contract(s).

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 RFP, RFQ, RFLI, or IFB after advertisement 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 Contracts for the provision of goods and services and public works or improvements for amounts greater than $200,000. The Cone of Silence prohibits any communication regarding RFPs, RFQs, RFLI or IFBs (bids) 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 and any member of the respective selection/evaluation committee.

The provision does not apply to, among other communications:

oral communications with the City purchasing 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-proposal or pre-bid conferences, oral presentations before selection/evaluation committees, contract negotiations during any duly noticed public meeting, 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 RFP, RFQ, RFLI or IFB (bid) documents (See Section 2.2. of the Special Conditions); or communications in connection with the collection of industry comments or the performance of market research regarding a particular RFP, RFQ, RFLI OR IFB by City Purchasing staff.

Proposers or 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 Office of the City Clerk, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Office of the City Clerk.

In addition to any other penalties provided by law, violation of the Cone of Silence by any proposer or bidder shall render any award voidable. A violation by a particular Bidder, Proposer, Offeror, Respondent, 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 Ethics Commission. Proposers or bidders should reference Section 18-74 of the City of Miami Code for further clarification.

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 at 305-250-5360, to obtain a copy of same.

1.21. CONFIDENTIALITY - As a political subdivision, the City of Miami is subject to the Florida Sunshine Act and Public Records Law. If this Contract/Agreement 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/Proposers, 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/Proposer or its employees must be disclosed in writing to the City. Further, you must 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 your firm.

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

B. Bidder/Proposer hereby acknowledges that he/she/it 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/Proposer further warrants that he/she/it 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/Proposer to immediate termination of any professional services agreement with the City, 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/Proposers 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/proposers 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/PROPOSER - All expenses involved with the preparation and submission of Responses to the City, or any work performed in connection therewith shall be borne by the Bidder(s)/Proposer(s).

1.25. DEBARMENT AND SUSPENSIONS (Sec 18-107)

(a) Authority and requirement to debar and 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 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 and 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 or 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 nonresponsibility. 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 or suspension.

(5) Debarment or 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 on a contract to provide goods or services to a public entity, may not submit a response on a contract 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

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/Proposer 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/Proposer to meet any terms of this agreement, the City will notify the Bidder/Proposer of the default and will provide the contractor three (3) days (weekends and holidays excluded) to remedy the default. Failure on the contractor's part to correct the default within the required three (3) days shall result in the Contract being terminated and upon the City notifying in writing the 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/Proposer 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.

1.28. DETERMINATION OF RESPONSIVENESS - Each Response will be reviewed to determine if it is responsive to the submission requirements outlined in the Formal Solicitation. A "responsive" response 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 Response non-responsive.

1.29. DISCOUNTS OFFERED DURING TERM OF CONTRACT - Discount Prices offered in the response shall be fixed after the award 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(s)/Proposer(s) during the term of the contract. Such discounts shall remain in effect for a minimum of 120 days from approval by the City Commission Any discounts offered by a manufacturer to Bidder/Proposer will be passed on to the City.

1.30. DISCREPANCIES, ERRORS, AND OMISSIONS - Any discrepancies, errors, or ambiguities in the Formal Solicitation or addenda (if any) should be reported in writing to the City's Purchasing Department. Should it be found necessary, a written addendum will be incorporated in the Formal Solicitation and will become part of the purchase agreement (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 (as applicable)

2) Specifications

3) Special Conditions

4) General Terms and Conditions

1.31. EMERGENCY / DISASTER PERFORMANCE - In the event of a hurricane or other emergency or disaster situation, the successful vendor shall provide the City with the commodities/services defined within the scope of this formal solicitation at the price contained within vendor's response. Further, successful vendor shall deliver/perform for the city on a priority basis during such times of emergency.

1.32. ENTIRE BID CONTRACT OR AGREEMENT - The Bid Contract or Agreement consists of this City of Miami Formal Solicitation and specifically this General Conditions Section, Contractor's Response and any written agreement entered into by the City of Miami and Contractor in cases involving RFPs, RFQs, and RFLIs, 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 agreement conflicts with, modifies, alters or changes any of the terms and conditions contained in the Formal Solicitation and/or Response, the Formal Solicitation and then the Response shall control. This Contract may be modified only by a written agreement signed by the City of Miami and Contractor.

1.33. ESTIMATED QUANTITIES –Estimated quantities or estimated dollars are provided for your guidance only. 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 this contract. Said estimates may be used by the City for purposes of determining the low bidder or most advantageous proposer meeting specifications. The City reserves the right to acquire additional quantities at the prices bid/proposed or at lower prices in this Formal Solicitation.

1.34. EVALUATION OF RESPONSES

A.Rejection of Responses

The City may reject a Response for any of the following reasons:

1) Bidder/Proposer fails to acknowledge receipt of addenda;

2) Bidder/Proposer mistates or conceals any material fact in the Response ;

3) Response does not conform to the requirements of the Formal Solicitation;

4) Response requires a conditional award that conflicts with the method of award;

5) Response does not include required samples, certificates, licenses as required; and,

6) Response was not executed by the Bidder's/Proposer(s) authorized agent.

The foregoing is not an all inclusive list of reasons for which a Response may be rejected. The City may reject and re-advertise for all or any part of the Formal Solicitation whenever it is deemed in the best interest of the City.

B. Elimination From Consideration

1) A 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 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 deliver on time contracts of a similar nature.

3) A contract may not be awarded to any person or firm which has been debarred by the City in accordance with the City's Debarment and Suspension Ordinance.

C. Determination of Responsibility

1) Responses will only be considered from entities who are regularly engaged in the business of providing the goods/equipment/services required by the Formal Solicitation. Bidder/Proposer 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. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established entity in line with the best industry practices in the industry as determined by the City.

2) The City may consider any evidence available regarding the financial, technical and other qualifications and abilities of a Bidder/Proposer, including past performance (experience) with the City or any other governmental entity in making the award.

3) The City may require the Bidder(s)/Proposer(s) to show proof 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.

1.35. EXCEPTIONS TO GENERAL AND/OR SPECIAL CONDITIONS OR SPECIFICATIONS - Exceptions to the specifications shall be listed on the Response and shall reference the section. Any exceptions to the General or Special Conditions shall be cause for the bid (IFB) to be considered non-responsive. It also may be cause for a RFP, RFQ, or RFLI to be considered non-responsive; and, if exceptions are taken to the terms and conditions of the resulting agreement it may lead to terminating negotiations.

1.36. F.O.B. DESTINATION - Unless otherwise specified in the Formal Solicitation, all prices quoted/proposed by the bidder/proposer must be F.O.B. DESTINATION, inside delivery, with all delivery costs and charges included in the bid/proposal price, unless otherwise specified in this Formal Solicitation. Failure to do so may be cause for rejection of bid/proposal.

1.37. FIRM PRICES - The bidder/proposer warrants that prices, terms, and conditions quoted in its response will be firm throughout the duration of the contract unless otherwise specified in the Formal Solicitation. Such prices will remain firm for the period of performance or resulting purchase orders or contracts, which are to be performed or supplied over a period of time.

1.38. FLORIDA MINIMUM WAGE - The Constitution of the State of Florida, Article X, Section 24, states that

employers shall pay employee wages no less than the minimum wage for all hours worked in Florida. Accordingly, it is the contractor's and its' subcontractor(s) responsibility to understand and comply with this Florida constitutional minimum wage requirement and pay its employees the current established hourly minimum wage rate, which is subject to change or adjusted by the rate of inflation using the consumer price index 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.

At the time of responding, it is bidder/proposer and his/her subcontractor(s), if applicable, full responsibility to determine whether any of its employees may be impacted by this Florida Law at any given point in time during the term of the contract. If impacted, bidder/proposer must furnish employee name(s), job title(s), job description(s), and current pay rate(s). Failure to submit this information at the time of submitting a response constitute successful bidder's/proposer's acknowledgement and understanding that the Florida Minimum Wage Law will not impact its prices throughout the term of contract and waiver of any contractual price increase request(s). The City reserves the right to request and successful bidder/proposer must provide for any and all information to make a wage and contractual price increase(s) determination.

1.39. GOVERNING LAW AND VENUE - The validity and effect of this Contract shall be governed by the laws of the State of Florida. The parties agree that any action, mediation or arbitration arising out of this Contract shall take place in Miami-Dade County, Florida.

1.40. HEADINGS AND TERMS - The headings to the various paragraphs of this 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 provisions hereof.

1.41. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA) - Any person 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/Proposer and reasonable assurances that IIHI/PHI will be held confidential;

E. Making Protected Health Information (PHI) available to the customer;

F. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;

G. Making PHI available to the City of 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 (paper records, and/or electronic transfer of data). The Bidder/ Proposer 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 - Contractor shall indemnify , hold harmless and defend the City, its officials, officers,

agents, directors, and employees, from liabilities, damages, losses, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract and will indemnify, hold harmless and defend the City, its officials, officers, agents, directors and 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. These indemnifications shall survive the term of this Contract. In the event that any action or proceeding is brought against City by reason of any such claim or demand, Contractor shall, upon written notice from City, resist and defend such action or proceeding by counsel satisfactory to City. The Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by 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 Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at City's option, any and all claims of liability and all suits and actions of every name and description which may be brought against City whether performed by Contractor, or persons employed or utilized by Contractor.

This indemnity will survive the cancellation or expiration of the Contract. This indemnity will be interpreted under the laws of the State of Florida, including without limitation and which conforms to the limitations of §725.06 and/or §725.08, Fla. Statues, as amended from time to time as applicable.

Contractor shall require all Sub-Contractor agreements to include a provision that they will indemnify the City.

The 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 Contractor in which the City participated either through review or concurrence of the Contractor's actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the Contractor, the City in no way assumes or shares any responsibility or liability of the Contractor or Sub-Contractor, under this Agreement.

1.43. FORMATION AND DESCRIPTIVE LITERATURE –Bidders/Proposer must furnish all information requested in the spaces provided in the Formal Solicitation. Further, as may be specified elsewhere, each Bidder/Proposer 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 response or on file with the Buyer will not satisfy this provision.

1.44. INSPECTIONS - The City may, at reasonable times during the term hereof, inspect 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 Contractor under this Contract conform to the terms and conditions of the Formal Solicitation. 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 18-79), as same may be amended or supplemented from time to time.

1.45. INSPECTION OF RESPONSE - Responses 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/Proposal results will be tabulated and may be furnished upon request via fax or e-mail to the Sr. Procurement Specialist issuing the Solicitation. Tabulations also are available on the City's Web Site following recommendation for award.

1.46. INSURANCE - Within ten (10) days after receipt of Notice of Award, the successful Contractor, shall furnish Evidence of Insurance to the Purchasing Department, if applicable. Submitted evidence of coverage shall demonstrate strict compliance to all requirements listed on the Special Conditions entitled "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 insurance certificate is received within the specified time frame but not in the manner prescribed in this Solicitation the 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 Contractor fails to submit the required insurance documents in the manner prescribed in this Solicitation within fifteen (15) calendar days after receipt Notice of Award, the contractor shall be in default of the contractual terms and conditions and shall not be awarded the contract. Under such circumstances, the Bidder/Proposer may be prohibited from submitting future responses to the City. Information regarding any insurance requirements shall be directed to the Risk Administrator, Department of Risk Management, at 444 SW 2nd Avenue, 9th Floor, Miami, Florida 33130, 305-416-1604.

The Bidder/Proposer shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in effect for the duration of the contractual period; including any and all option terms that may be granted to the Bidder/Proposer.

1.47. INVOICES - Invoices shall contain purchase order number and details 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

A. 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."

B. City Code Section 18-86, states, "the RFP, RFLI or RFQ, as applicable, may, in the exercise of the reasonable professional discretion of the City Manager, director of the using agency, and the Chief Procurement Officer, include a five (5%) percent evaluation criterion in favor of proposers who maintain a local office, as defined in Section 18-73. In such cases, this five (5%) percent evaluation criterion in favor of proposers who maintain a local office will be specifically defined in the RFP, RFLI or RFQ, as applicable; otherwise, it will not apply.

1.49. MANUFACTURER'S CERTIFICATION - The City reserves the right to request from bidders/proposers a separate Manufacturer's Certification of all statements made in the bid/proposal. Failure to provide such certification may result in the rejection of bid/proposal or termination of contract/agreement, for which the bidder/proposer must bear full liability.

1.50. MODIFICATIONS OR CHANGES IN PURCHASE ORDERS AND CONTRACTS - No contract or understanding to modify this Formal Solicitation and resultant purchase orders or contracts, if applicable, shall be binding upon the City unless made in writing by the Director of Purchasing of the City of Miami, Florida through the issuance of a change order, addendum, amendment, or supplement to the contract, purchase order or award sheet as appropriate.

1.51. NO PARTNERSHIP OR JOINT VENTURE - Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture between the City of Miami and Contractor, or to create any other similar relationship between the parties.

1.52. 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 Bidder's/Proposer's expense. These non-conforming items not delivered as per delivery date in the response and/or Purchase Order may result in bidder/proposer being found in default in which event any and all re-procurement costs may be charged against the defaulted contractor. Any violation of these stipulations may also result in the supplier's name being removed from the City of Miami's Supplier's list.

1.53. NONDISCRIMINATION –Bidder/Proposer agrees that it shall not discriminate as to race, sex, color, age, religion, national origin, marital status, or disability in connection with its performance under this formal solicitation. Furthermore, Bidder/Proposer agrees that no otherwise qualified individual shall solely by reason of his/her race, sex, 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, Bidder/Proposer shall not discriminate against any person on the basis of race, color, religion, disability, age, sex, marital status or national origin. All persons having appropriate qualifications shall be afforded equal opportunity for employment.

1.54. NON-EXCLUSIVE CONTRACT/ PIGGYBACK PROVISION - At such times as may serve its best interest, the City of Miami reserves the right to advertise for, receive, and award additional contracts for these herein goods and/or services, and to make use of other competitively bid (governmental) contracts, agreements, or other similar sources for the purchase of these goods and/or services as may be available.

It is hereby agreed and understood that this formal solicitation does not constitute the exclusive rights of the successful bidder(s)/proposer(s) to receive all orders that may be generated by the City in conjunction with this Formal Solicitation.

In addition, any and all commodities, equipment, and 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 this solicitation, unless such purchases are determined to be in the best interest of the City.

1.55. OCCUPATIONAL LICENSE - Any person, firm, corporation or joint venture, with a business location in the City of Miami and is submitting a Response under this Formal Solicitation shall meet the City's Occupational License Tax requirements in accordance with Chapter 31.1, Article I of the City of Miami Charter. Others with a location outside the City of Miami shall meet their local Occupational License Tax requirements. A copy of the license must be submitted with the response; however, the City may at its sole option and in its best interest allow the Bidder/Proposer to supply the license to the City during the evaluation period, but prior to award.

1.56. ONE PROPOSAL - Only one (1) Response from an individual, firm, partnership, corporation or joint venture will be considered in response to this Formal Solicitation.

1.57. 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/Proposer pursuant to this formal solicitation shall at all times remain the property of the City and shall not be used by the Bidder/Proposer for any other purposes whatsoever without the written consent of the City.

1.58. PARTIAL INVALIDITY - If any provision of this Contract or the application thereof to any person or

circumstance shall to any extent be held invalid, then the remainder of this 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 this Contract shall be valid and enforced to the fullest extent permitted by law.

1.59. PERFORMANCE/PAYMENT BOND –A Contractor may be required to furnish a Performance/Payment Bond as part of the requirements of this Contract, in an amount equal to one hundred percent (100%) of the contract price.

1.60. PREPARATION OF RESPONSES (HARDCOPY FORMAT) –Bidders/Proposers are expected to examine the specifications, required delivery, drawings, and all special and general conditions. All bid/proposed amounts, if required, shall be either typewritten or entered into the space provided with ink. Failure to do so will be at the Bidder's/Proposer's risk.

A. Each Bidder/Proposer shall furnish the information required in the Formal Solicitation. The Bidder/Proposer shall sign the Response and print in ink or type the name of the Bidder/Proposer, address, and telephone number on the face page and on each continuation sheet thereof on which he/she makes an entry, as required.

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/Proposer shall include in the response all taxes, insurance, social security, workmen's compensation, and any other benefits normally paid by the Bidder/Proposer 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 be presumed correct.

C. The Bidder/Proposer must state a definite time, if required, in calendar days for delivery of goods and/or services.

D. The Bidder/Proposer should retain a copy of all response documents for future reference.

E. All responses, as described, must be fully completed and typed or printed in ink and must be signed in ink with the firm's name and by an officer or employee having authority to bind the company or firm by his/her signature. Bids/Proposals having any erasures or corrections must be initialed in ink by person signing the response or the response may be rejected.

F. Responses are to remain valid for at least 180 days. Upon award of a contract, the content of the Successful Bidder's/Proposer's response may be included as part of the contract, at the City's discretion.

G. The City of Miami's Response Forms shall be used when Bidder/Proposer is submitting its response in hardcopy format. Use of any other forms will result in the rejection of the response. IF SUBMITTING HARDCOPY FORMAT, THE ORIGINAL AND THREE (3) COPIES OF THESE SETS OF FORMS, UNLESS OTHERWISE SPECIFIED, AND ANY REQUIRED ATTACHMENTS MUST BE RETURNED TO THE CITY OR YOUR RESPONSE MAY BE DEEMED NON-RESPONSIVE.

1.61. PRICE ADJUSTMENTS – Any price decrease effectuated during the contract period either by reason of market change or on the part of the contractor to other customers shall be passed on to the City of Miami.

1.62. PRODUCT SUBSTITUTES - In the event a particular awarded and approved manufacturer's product becomes unavailable during the term of the Contract, the 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.

1.63. CONFLICT OF INTEREST, AND UNETHICAL BUSINESS PRACTICE PROHIBITIONS - 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 this Contract and that it 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 this Contract.

1.64. PROMPT PAYMENT –Bidders/Proposers may offer a cash discount for prompt payment; however, discounts shall not be considered in determining the lowest net cost for response evaluation purposes.

Bidders/Proposers 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/Proposer must enter zero (0) for the percentage discount to indicate no discount. If the Bidder/Proposer fails to enter a percentage, it is understood and agreed that the terms shall be 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 bidders/proposers during the term of the contract.

1.65. PROPERTY - Property owned by the City of Miami is the responsibility of the City of Miami. Such property furnished to a Contractor for repair, modification, study, etc., shall remain the property of the City of Miami. Damages to such property occurring while in the possession of the Contractor shall be the responsibility of the Contractor. Damages occurring to such property while in route to the City of Miami shall be the responsibility of the Contractor. In the event that such property is destroyed or declared a total loss, the Contractor shall be responsible for replacement value of the property at the current market value, less depreciation of the property, if any.

1.66. PROVISIONS BINDING - Except as otherwise expressly provided in the resulting Contract, all covenants, conditions and provisions of the resulting Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

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

1.68. PUBLIC RECORDS - 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 of Miami 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. Contractor shall additionally comply with the provisions of Section 119.0701, Florida Statutes, entitled "Contracts; public records". Contractor's failure or refusal to comply with the provision of this section shall result in the immediate cancellation of this Contract by the City.

1.69. QUALITY OF GOODS, MATERIALS, SUPPLIES, PRODUCTS, AND EQUIPMENT - All materials used in the manufacturing or construction of supplies, materials, or equipment covered by this solicitation shall be new. The items bid/proposed must be of the latest make or model, of the best quality, and of the highest grade of workmanship, unless as otherwise specified in this Solicitation.

1.70. QUALITY OF WORK/SERVICES - The work/services performed must 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 this Solicitation.

1.71. REMEDIES PRIOR TO AWARD (Sec. 18-106) - If prior to Contract award it is determined that a formal solicitation or proposed award is in violation of law, then the solicitation or proposed award shall be cancelled by the City Commission, the City Manager or the Chief Procurement Officer, as may be applicable, or revised to comply with the law.

1.72. RESOLUTION OF CONTRACT DISPUTES (Sec. 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 controversies between the Contractual Party 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 controversies 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.

1.73. RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS (Sec. 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.

Protests thereon shall be governed by the Administrative Policies and Procedures of Purchasing.

1.Protest of Solicitation.

i. 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

ii. Any prospective bidder who intends to contest the Solicitation Specifications or a 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 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.

i. 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, which will be posted on the City of Miami Purchasing Department website, in the Supplier Corner, Current Solicitations and Notice of Recommendation of Award Section. The notice of the City Manager's recommendation can be found by selecting the details of the solicitation and is listed as Recommendation of Award Posting Date and Recommendation of Award To fields. If "various" is indicated in the Recommendation of Award To field, the Bidder/Proposer must contact the buyer for that solicitation to obtain the suppliers name. It shall be the responsibility of the Bidder/Proposer to check this section of the website daily after responses are submitted to receive the notice; or

ii. 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.

iii. A written protest based on any of the foregoing must be submitted to the Chief Procurement Officer within five (5) 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. The Chief Procurement Officer shall have the authority, subject to the approval of the City Manager and the city attorney, to settle and resolve any written protest. The Chief Procurement Officer shall obtain the requisite approvals and communicate said decision to the protesting party and shall submit said decision to the City Commission within 30 days after he/she receives the protest. In cases involving more than $25,000, the decision of the Chief Procurement Officer shall be submitted for approval or disapproval thereof to the City Commission after a favorable recommendation by the city attorney and the City Manager.

(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 $5000.00, 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.

1.74. 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)/proposer(s) will be notified to remove samples, at their expense, within 30 days after notification. Failure to remove the samples will result in the samples becoming the property of the City.

1.75. SELLING, TRANSFERRING OR ASSIGNING RESPONSIBILITIES - Contractor shall not sell, assign, transfer or subcontract at any time during the term of the Contract, or any part of its operations, or assign any portion of the performance required by this 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.

1.76. SERVICE AND WARRANTY –When specified, the bidder/proposer shall define all warranty, service and replacements that will be provided. Bidders/Proposer must explain on the Response to what extent warranty and service facilities are available. A copy of the manufacturer's warranty, if applicable, should be submitted with your response.

1.77. SILENCE OF SPECIFICATIONS - The apparent silence of these specifications and any supplemental 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 are to be used. All workmanship and services is to be first quality.

All interpretations of these specifications shall be made upon the basis of this statement.

If your firm has a current contract with the State of Florida, Department of General Services, to supply the items on this solicitation, the bidder/proposer shall quote not more than the contract price; failure to comply with this request will result in disqualification of bid/proposal.

1.78. SUBMISSION AND RECEIPT OF RESPONSES - Responses shall be submitted electronically via the Oracle System or responses may be submitted in hardcopy format to the City Clerk, City Hall, 3500 Pan American Drive, Miami, Florida 33133-5504, at or before, the specified closing date and time as designated in the IFB, RFP, RFQ, or RFLI. NO EXCEPTIONS. Bidders/Proposers are welcome to attend the solicitation closing; however, no award will be made at that time.

A. Hardcopy responses shall be enclosed in a sealed envelope, box package. The face of the envelope, box or package must show the hour and date specified for receipt of responses, the solicitation number and title, and the name and return address of the Bidder/Proposer. Hardcopy responses not submitted on the requisite Response Forms may be rejected. Hardcopy responses received at any other location than the specified shall be deemed non-responsive.

Directions to City Hall:

FROM THE NORTH: I-95 SOUTH UNTIL IT TURNS INTO US1. US1 SOUTH TO 27TH AVE., TURN LEFT, PROCEED SOUTH TO SO. BAYSHORE DR. (3RD TRAFFIC LIGHT), TURN LEFT, 1 BLOCK TURN RIGHT ON PAN AMERICAN DR. CITY HALL IS AT THE END OF PAN AMERICAN DR. PARKING IS ON RIGHT.

FROM THE SOUTH: US1 NORTH TO 27TH AVENUE, TURN RIGHT, PROCEED SOUTH TO SO. BAYSHORE DR. (3RD TRAFFIC LIGHT), TURN LEFT, 1 BLOCK TURN RIGHT ON PAN AMERICAN DR. CITY HALL IS AT THE END OF PAN AMERICAN DR. PARKING IS ON RIGHT.

B. Facsimile responses will not be considered.

C. Failure to follow these procedures is cause for rejection of bid/proposal.

D. The responsibility for obtaining and submitting a response on or before the close date is solely and strictly the responsibility of Bidder/Proposer. The City of Miami is not responsible for delays caused by the United States mail delivery or caused by any other occurrence. Responses received after the solicitation closing date and time will be returned unopened, and will not be considered for award.

E. Late responses will be rejected.

F. All responses are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

G. Modification of responses already submitted will be considered only if received at the City before the time and date set for closing of solicitation responses. All modifications must be submitted via the Oracle System or in writing. Once a solicitation closes (closed date and/or time expires), the City will not consider any subsequent submission which alters the responses.

H. If hardcopy responses are submitted at the same time for different solicitations, each response must be placed in a separate envelope, box, or package and each envelope, box or package must contain the information previously stated in 1.82.A.

1.79. TAXES - The City of Miami is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request. Notwithstanding, Bidders/Proposers should be aware of the fact that all materials and supplies which are purchased by the Bidder/Proposer for the completion of the 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/Proposer.

1.80. TERMINATION –The City Manager on behalf of the City of Miami reserves the right to terminate this contract by written notice to the contractor effective the date specified in the notice should any of the following apply:

A. The contractor is determined by the City to be in breach of any of the terms and conditions of the contract.

B. The City has determined that such termination will be in the best interest of the City to terminate the contract for its own convenience;

C. Funds are not available to cover the cost of the goods and/or services. The City's obligation is contingent upon the availability of appropriate funds.

1.81. TERMS OF PAYMENT - Payment will be made by the City after the goods and/or services awarded to a Bidder/Proposer have been received, inspected, and found to comply with award specifications, free of damage or

defect, and properly invoiced. No advance payments of any kind will be made by the City of Miami.

Payment shall be made after delivery, within 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.

1.82. TIMELY DELIVERY - Time will be of the essence for any orders placed as a result of this 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 on their Response. Deliveries are to be made during regular City business hours unless otherwise specified in the Special Conditions.

1.83. TITLE - Title to the goods or equipment shall not pass to the City until after the City has accepted the goods/equipment or used the goods, whichever comes first.

1.84.TRADE SECRETS EXECUTION TO PUBLIC RECORDS DISCLOSURE- All Responses 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 Response 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 your firm's name and the Solicitation number and title marked on the outside.

Please be aware that the designation of an item as a trade secret by you may be challenged in court by any person. By your designation of material in your Response as a "trade secret" you agree 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 your claim.

1.85. UNAUTHORIZED WORK OR DELIVERY OF GOODS- Neither the qualified Bidder(s)/Proposer(s) nor any of his/her employees shall perform any work or deliver any goods unless a change order or purchase order is issued and received by the Contractor. The qualified Bidder(s)/Proposer(s) shall not be paid for any work performed or goods delivered outside the scope of the contract or any work performed by an employee not otherwise previously authorized.

1.86. 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 this Solicitation are to be mentioned, or imply the name of the City, without prior express written permission of the City Manager or the City Commission.

1.87. VARIATIONS OF SPECIFICATIONS - For purposes of solicitation evaluation, bidders/proposers must indicate any variances from the solicitation specifications and/or conditions, no matter how slight. If variations are not stated on their Response, it will be assumed that the product fully complies with the City's specifications.

2. Special Conditions

2.1. PURPOSE

The purpose of this Solicitation is to establish a contract, for City of Miami Municipal Vehicle Equipment - Citywide, 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 by email or facsimile to the Procurement Department, Attn: Eduardo Falcon; fax: (305) 400-5390 or email: efalcon@miamigov.com, and a copy filed with the Office of the City Clerk, pursuant to Section **1.34. Cone of Silence**. The solicitation title and number shall be referenced on all correspondence. All questions must be received no later than Tuesday, September 29, 2015 at 3:00PM. All responses to questions will be sent to all prospective bidders/proposers in the form of an addendum. NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.

2.3. PRE-BID/PRE-PROPOSAL CONFERENCE

None

2.4. TERM OF CONTRACT

The Contract shall commence upon the date of notice of award and shall be effective for two (2) years with the option to extend for three (3) additional one (1) year periods, 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 and

(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 Successful Bidder or their assignee of such occurrence, shall have the unqualified right to terminate the contract without any penalty or expense. No guarantee, warranty or representation is made that any particular project(s) will be awarded to any firm(s).

2.7. METHOD OF AWARD

Award of this contract will be made to the responsive and responsible bidder(s) who bid(s) on Lines Sections for Catalogs, Installations and Discounted Labor Rate. Bidder(s) must offer the highest discount off the Manufacturers Price Catalogs, Section 3.1.1., and the lowest Hourly Labor Rates for standard and packaged installations identified, Section 3.1.2. Bidders must submit percent discount bids on all catalogs that you desire to supply and install.

Bidders who bid on the Installations, Section 3.1.2., must bid on the Catalogs, Section 3.1.1. as well as submit the time requirements and the Discounted Hourly Labor Rate for all installations shown, or your bid will be deemed non-responsive.

If a catalog is offered by more than one vendor, the City will calculate the total cost of the discounted parts and total amount of hours required multiplied by the vendors discounted labor rate to determine the lowest price for that purchase.

Bidders may provide an all inclusive price for items categorized as ADD-ON SERVICES

Line Items categorized as ADD-ON SERVICES, will be issued to the vendor(s) performing other contracted work on the unit(s), and not be issued as stand alone work.

2.8. BIDDERS 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 a minimum period of three (3) years; 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 not have:

(1) any member, officer, or stockholder that is in arrears or 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 or

(2) any record of pending lawsuits or criminal activities or have ever been declared bankrupt.

2.9. FACILITY LOCATION

The facility where work is to be performed must be within Miami-Dade or Broward Counties. Bidder shall designate on the Header/Attributes Section, the address of service/equipment installation facility.

2.10. 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.

2.11. FIXED AND FIRM PRICING

All prices quoted annually for the originally submitted Catalogs are fixed and firm for each year of the contract period.

All prices quoted for the Installation Hourly Labor Rate are fixed and firm throughout the whole term of the contract.

2.12. HOURLY LABOR AND INSTALLATION PRICES

The discounted hourly labor and installation prices provided in Specifications, Sections 3.1.1., Catalogs and 3.1.2., Installations, shall include full compensation for all labor, equipment use, travel time and any other cost to the Bidder. 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.

ADD-ON SERVICES pricing are all-inclusive of all labor, parts and equipment.

2.13. DELIVERY / LIQUIDATED DAMAGES

Bidder shall provide and/or install all items at the guaranteed delivery time specified by the City.If the Successful Bidder 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.

2.14. FAILURE TO PERFORM

Should it not be possible to reach the Successful Bidder(s) or authorized representative(s) and/or should remedial action not be taken within twenty-four (24) hours on any failure to perform according to Specifications (Section 3.0), the City reserves the right to declare Successful Bidder in default of the contract or make appropriate reductions in the contract payment or terminate the contract for cause.

2.15. 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 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.

2.16. INSURANCE REQUIREMENTS

INDEMNIFICATION

Bidder shall pay on behalf of, indemnify and save City and its officials harmless, from and against any and all claims, liabilities, losses, and causes of action, which may arise out of bidder's performance under the provisions of

the contract, including all acts or omissions to act on the part of bidder, including any person performing under this Contract for or on bidder's behalf, provided that any such claims, liabilities, losses and causes of such action are not attributable to the negligence or misconduct of the City and, from and against any orders, judgments or decrees which may be entered and which may result from this Contract, unless attributable to the negligence or misconduct of the City, and from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim, or the investigation thereof.

The bidder shall furnish to City of Miami, c/o Purchasing 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:

(1) Worker's Compensation

A. Limits of Liability - Statutory - State of Florida

(2) Commercial General Liability (Primary and Non-Contributory):

A. Limits of Liability

Bodily Injury and Property Damage Liability - Each Occurrence: $1,000,000

General Aggregate Limit: $2,000,000

Personal and Adv. Injury. Products and Completed Operations and Fire Damage: $1,000,000.

B. Endorsements Required:

City of Miami included as an Additional insured. Employees included as insured. Contractual Liability.

(3) BusinessAutomobile Liability

A. Limits of Liability

Bodily injury and property damage liability combined single limits. Any Auto, including hired, borrowed or owned, or non-owned autos used in connection with the work - $1,000,000

B. Endorsements Required:

City of Miami included as an Additional Insured

(4) Garage Keepers Legal Liability

A. Limits of Liability $ 50,000

Coverage written on a Legal Liability Basis, Primary

B. Deductibles

Comprehensive Each Auto $1,000/$2,500 Max

Collision or Upset Each Auto $1,000/$5,000 Max

BINDERS ARE UNACCEPTABLE.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the bidder.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

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.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

NOTE: CITY BID NUMBER AND/OR TITLE OF BID MUST APPEAR ON EACH CERTIFICATE.

Compliance with the foregoing requirements shall not relieve the bidder of his liability and obligation under this section or under any other section of this Agreement.

--If insurance certificates are scheduled to expire during the contractual period, the Bidder shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of ten (10) calendar days in advance of such expiration.

--In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the City shall:

(4) Suspend the contract until such time as the new or renewed certificates are received by the City in the manner prescribed in the Invitation To Bid.

(5) The City may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the Bidder in conjunction with the General and Special Terms and Conditions of the Bid.

The Bidder shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option terms that may be granted to the Bidder.

2.17. PATENTS AND ROYALTIES

The bidder, 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 bidder. The bidder 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 contractor 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 contractor 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 contractor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.) If the bidder 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.

2.18. INSTALLATION, PICK-UP AND DELIVERY REQUIREMENTS

All installations will be done at either the Successful Bidder's location (Miami-Dade County or Broward County), their sub-contractors 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.

Time: Bidders 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 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 accessed as per section 2.13.

2.19. METHOD OF PAYMENT

Payment shall be made upon receipt and acceptance of all properly invoiced, approved and completed billings. No down or partial down payments shall be made.

2.20. PACKING SLIP/DELIVERY TICKET TO ACCOMPANY ITEMS DURING DELIVERY

The Successful Bidder 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.

2.21. COMPLETED WORK

The City shall be notified by the Successful Bidder 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 at no additional charge to the City.

2.22. ADDITIONS/DELETIONS OF SUPPLIERS/FACILITIES/ITEMS/SERVICES

Although this Solicitation identifies specific suppliers/facilities/items/services to be serviced, it is hereby agreed and understood that any suppliers/facilities/items/services may be added/deleted to/from this contract at the sole option of the City. When a new distributor, product or other additions to the contract are required, the all existing and new Bidders under this contract shall be invited to submit price quotes for these new suppliers/facilities/items/services. If these quotes are comparable with market prices offered for similar suppliers/facilities/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.

2.23. CONTRACT ADMINISTRATORS

Upon award, Successful Bidder shall report and work directly with Carlos Pau and John Babos, Superintendant for Heavy and Light Fleets respectively, who shall be designated as the Contract Administrator for GSA and Jose

Davila, Superintendent of Support Services, as the Contract Administrator for Fire/Rescue Garage.

2.24. SUBCONTRACTORS OF WORK SHALL BE IDENTIFIED

As part of its Bid, the Bidder is required to identify any and all Subcontractors that will be used in the performance of the 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 may render the Bid non-responsive.

The Successful Bidder(s) shall not, at any time during the tenure of the contract, subcontract any part of the operations or assign any portion or part of the contract, to Subcontractor(s) not originally mentioned in the Bid, except under and by virtue of permission granted by the City through the proper officials.

Nothing contained in these specifications shall be construed as establishing any contractual relationship between any Subcontractor and the City.

The Successful Bidder(s) shall submit a list of all Sub-Contractor reference information including contacts, address, phone, fax, email, copies of licenses required by the State of Florida and/or Miami-Dade County, in the Header/Attachments Section of this bid and be fully responsible to the City for the acts and omissions of the Sub-Contractor and their employees, the same as for acts and omissions of persons employed by Contractor.

2.25. 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.

2.26. 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 or plea of guilty or nolo contendere to any violation of Florida Statute 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 finding;

(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 and

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

2.27. DAMAGES TO PUBLIC/PRIVATE PROPERTY

The Successful Bidder 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 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).

2.28. 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 Bidder at no expense to the City.

2.29. WARRANTY, FITNESS FOR PURPOSE

The Successful Bidder 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 does not constitute a waiver of these warranty provisions.

The Successful Bidder 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 of such deficiency in writing. If the Successful Bidder 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, in writing, that the Successful Bidder 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 fails to satisfy the warranty within the period specified in the notice, the City may (a) place the Successful Bidder in default of its contract, and/or (b) procure the products or services from another vendor and charge the Successful Bidder for any additional costs that are incurred by the City for this work or items; either through a credit memorandum or through invoicing.

2.30. 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 Bidder during the contract period shall conform to the sample submitted. The Bidder 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.

2.31. PRODUCT SUBSTITUTES

In the event a particular approved and awarded manufacturer's product becomes unavailable during the term of the Contract, the Successful Bidder 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 exceeds all quality requirements. Successful Bidder 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.

2.32. REFERENCES

Each Bid must be accompanied by a list of three (3) references as reflected in the Header/Attributes Section of this Solicitation, which shall include the name of the company, dates of contract, description of goods supplied, a contact person and the telephone number. NO BID WILL BE CONSIDERED WITHOUT THIS LIST.

2.33. SPECIFICATION EXCEPTIONS

Specifications are based on the most current literature available. Bidder shall notify the City of Miami Purchasing 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. For hard copy bid submittals, bidders must explain any deviation from the specifications in writing as a footnote on the applicable specification page and enclose a copy of the manufacturer's specifications data detailing the changed item(s) with his/her submission. For electronic bid submittals, bidders must explain in the Header Section or by an Attachment and, if applicable, enclose a scanned copy of the manufacturer's specifications data detailing the changed item(s) with his/her 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.

2.34. TERMINATION

A. FOR DEFAULT

If Successful Bidder 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 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 was not in default or (2) the Successful Bidder's failure to perform is without Successful Bidder or its subcontractor's control, fault or negligence, the termination will be deemed to be a termination for convenience of the City of Miami.

B. FOR CONVENIENCE

The City Manager may terminate this Contract, in whole or in part, upon 30 days prior written notice when it is in the best interest of the City of Miami. If this Contract is for supplies, products, equipment, or software, and so terminated for convenience by the City of Miami the Successful Bidder 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.

2.35. 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.

Successful 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.

2.36. 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/proposer's authorized signature affixed to the bidder's/proposer'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

3.1.1. CATALOGS

It is the intent of the following Specifications are to establish a contract with responsive and responsible bidder(s) for the purchase and/or installation or any combination of municipal vehicle equipment as listed below.

Vehicle Equipment Discount Off Catalog (Bidders are not required to bid on all equipment catalogues, but MUST submit current catalog with list prices for those discount percentages being offered. Failure to submit catalog with price list may deem your bid non-responsive).

The Successful Bidder(s) shall indicate the discount percentage from the most current published price catalogs for the below listed manufacturers of municipal vehicle equipment. The City of Miami intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of the City of Miami. Bidders must submit a current catalog with list prices with bid. The City will apply discount provided in your bid to all items listed in the catalog. Bidders are allowed to update their catalog once per year to become effective on the anniversary date of when the bid contract became effective. **Failure to update the catalog by the contract anniversary effective date will forfeit your right to update prices until the next anniversary date.**

Bidders must bid, on the Price Lines Section, a percentage discount on catalogs which they are authorized resellers (See Price Lines):

3.1.2. INSTALLATIONS

Labor Time Rate:(Bidder shall indicate a "fixed" shop labor time allocation to install all police vehicle equipment components purchased under discounted percentages in above catalogs. (1/2 hour = .5, 1/4 hour= .25)

- Prisoner Cage
- Prisoner Seat
- Prisoner Seat & Cage
- Rear Window Bars with OEM door panels
- Rear Window Bars with ABS door panels
- Four (4) Corner Universal LED Hideaway Light System with Controller
- Four (4) Corner Universal LED Hideaway Lights System without Controller

3.1.3. WINDOW TINTING

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 stand alone 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.

Coverage on vehicles is as follow

Window Tinting for Sedans shall include five (5) windows, plus one (1) Sunstrip.

Window Tinting for Sports Utility Vehicle shall include seven (7) windows, plus one (1) Sunstrip.

Window Tinting for Pickup Standard Cab shall include three (3) windows, plus one (1) Sunstrip.

Window Tinting for Pickup Extended Cab shall include five (5) windows, plus one (1) Sunstrip.
Window Tinting for Pickup Crew Cab shall include five (5) windows, plus one (1) Sunstrip.

City of Miami

Master Report

City Hall
3500 Pan American Drive
Miami, FL 33133
www.miamigov.com

Resolution R-16-0009

File ID #: 15-01594 **Enactment Date:** 1/14/16

Version: 1 **Controlling Body:** Office of the City Clerk **Status:** Passed

Title: A RESOLUTION OF THE MIAMI CITY COMMISSION ACCEPTING THE BIDS RECEIVED OCTOBER 14, 2015, PURSUANT TO INVITATION FOR BID NO. 516388, FROM DANA SAFETY SUPPLY, INC. AND LESC, INC. D/B/A LAW ENFORCEMENT SUPPLY COMPANY, INC., THE RESPONSIVE AND RESPONSIBLE BIDDERS, FOR THE PURCHASE AND/OR INSTALLATION OF MUNICIPAL VEHICLE EQUIPMENT, ON A CITYWIDE, AS NEEDED CONTRACTUAL BASIS, FOR A PERIOD OF TWO (2) YEARS, WITH THE OPTION TO RENEW FOR THREE (3) ADDITIONAL ONE (1) YEAR PERIODS, ALLOCATING FUNDS FROM THE VARIOUS SOURCES OF FUNDS FROM THE USER DEPARTMENTS AND AGENCIES, SUBJECT TO THE AVAILABILITY OF FUNDS AND BUDGETARY APPROVAL AT THE TIME OF NEED; FURTHER AUTHORIZING ADDITIONAL SUPPLIERS TO BE ADDED TO THE CONTRACT AS DEEMED IN THE BEST INTEREST OF THE CITY OF MIAMI.

Reference: **Introduced:** 12/7/15

Name: Accept Bid - Municipal Vehicle Equipment

Requester: Department of General Services Administration **Cost:** **Final Action:** 1/14/16

Notes:

Sections:

Indexes:

Attachments: 15-01594 Summary Fom.pdf, 15-01594 Memo - Manager's Approval.pdf, 15-01594 Bid Tabulation.pdf, 15-01594 Bid Response - Dana Safety Supply Inc.pdf, 15-01594 Bid Response - Law Enforcement Supply.pdf, 15-01594 Corporate Detail.pdf, 15-01594 Invitation For Bid.pdf, 15-01594 Legislation.pdf

Action History

Ver.	Acting Body	Date	Action	Sent To	Due Date	Returned	Result
1	Office of the City Attorney	12/28/15	Reviewed and Approved				
1	City Commission	1/14/16	ADOPTED				1

A motion was made by Francis Suarez, seconded by Frank Carollo, that this matter be ADOPTED. The motion carried by the following vote:
Aye: 5 - Wifredo (Willy) Gort, Ken Russell, Frank Carollo, Francis Suarez and Keon Hardemon

1	Office of the Mayor	1/15/16	Signed by the Mayor	Office of the City Clerk
1	Office of the City Clerk	1/15/16	Signed and Attested by City Clerk	

City of Miami

CONTRACT AWARD

Procurement Department

AMENDMENT NO. 1

IFB NO:	516388(21)
DESCRIPTION:	PURCHASE AND/OR INSTALLATION OF MUNICIPAL VEHICLE EQUIPMENT CITYWIDE
TERM OF CONTRACT:	TWO (2) YEARS, WITH OTR FOR THREE (3) ADDITIONAL ONE-YEAR PERIODS
CONTRACT PERIOD:	**JANUARY 25, 2016 THROUGH JANUARY 24, 2018**
COMMODITY CODE:	05557-00

SECTION #1 – VENDOR AWARD

Dana Supply, Inc.
1620 NW 82nd Ave.
Doral, FL 33126
Contact: Mark Sevigny
Phone: (800) 854-5536
Email: msevigny@1dss.com

Signal Technology Enterprises
420 West 27th Street
Hialeah, FL 33010
Contact: Albert Espinosa
Phone: (305) 986-1373
Email: fireal@me.com

LESC, Inc. d/b/a Law Enforcement Supply
6601 Lyons Rd., Suite H-3
Coconut Creek, FL 33073
Contact: Jose Ferrando
Phone: (954) 428-3776 x5203
Fax: (954) 834-2490
Email: jferrando@lawsupply.com

SECTION #2 – AWARD/BACKGROUND INFORMATION/APPLICABLE ORDINANCES/NOTES

CC AWARD DATE:	JANUARY 14, 2016	AMENDED AMOUNT: N/A
RESOLUTION NO:	16-0009	INSURANCE REQUIREMENTS: YES
TOTAL CONTRACT AMOUNT:	*SEE BELOW*	PERFORMANCE BOND: N/A
		APPLICABLE ORDINANCES: N/A

Allocating funds from the various sources of funds from the user departments and agencies subject to the availability of funds and budgetary approval at the time of need.

Notes: Effective February 23, 2016, the Procurement Department approved the right to use Section 2.22 Additions/Deletions of Suppliers/Facilities/Items/Services is as follow:

Supplier: Signal Technology Enterprises

Percent discount off manufacturers list price catalog for Federal Signal, www.federalsignal.com	45%
Percent discount off manufacturers list price catalog for Setina Manufacturing, www.Setina.com	10%
Percent discount off manufacturers list price catalog for Gamber-Johnson, www.gamberjohnson.com	10%
Percent discount off manufactures list price catalog for Troy Industries, www.troyproducts.com	1%
Percent discount off manufacturers list price catalog for Laguna 3P, www.languna3p.com	1%
Percent discount off manufactures list price catalog for Public Safety USA, www.publicsafetyusa.net	50%

SECTION #3 - REQUESTING DEPARTMENT

CITY OF MIAMI, GSA
Contract Administrator: John Babos
Phone: (305) 329-4874

SECTION #4 - PROCURING AGENCY

CITY OF MIAMI, DEPARTMENT OF PROCUREMENT
Buyer: Eduardo Falcon
Phone: (305) 416-1901

Prepared By: Aimee Gandarilla, 3/1/16

A CONTRACT AWARD SHEET INSTRUCTIONAL GUIDE TO ASSIST YOU WITH THE INFORMATION CONTAINED HEREIN IS AVAILABLE IN THE ISUPPLIER INFORMATION SECTION OF OUR WEBPAGE AT: WWW. MIAMIGOV.COM/PROCUREMENT

AWARD OF IFB 516388
PURCHASE AND/OR INSTALLATION OF MUNICIPAL VEHICLE EQUIPMENT

	Dana Safety	LESC Inc.	Signal Technology Enterprises
	1372 NW 78 Avenue	6601 Lyons Road, Suite H3	420 West 27 Street
	Miami, FL 33126	Coconut Creek, FL 33073	Hialeah, FL 33010
			ADDED ON 02/23/2016

Item #	Description	Unit of Measure	Percent Catalog Discount	Percent Catalog Discount	Percent Catalog Discount
#1	Percent Discount Off Manufacturers List Price Catalog for Mavron Inc, www.mavron.com	Each	No Bid	No Bid	No Bid
#2	Percent Discount Off Manufacturers List Price Catalog for Van-Cell, Inmate & Prisoner Transportation System, www.van-cell.com	Each	No Bid	No Bid	
#3	Percent Discount Off Manufacturers List Price Catalog for Federal Signal, www.federalsignal.com	Each	No Bid	15%	45%
#4	Percent Discount Off Manufacturers List Price Catalog for Signal Technology Enterprises, www.signaltechnology.net	Each	No Bid	No Bid	
#5	Percent Discount Off Manufacturers List Price Catalog for HG2 Emergency Lighting, www.hg2lighting.com	Each	5%*	5%*	
#6	Percent Discount Off Manufacturers List Price Catalog for WANCO, www.wanco.com	Each	10%	No Bid	
#7	Percent Discount Off Manufacturers List Price Catalog for MPH Radar, www.mphindustries.com	Each	No Bid	No Bid	
#8	Percent Discount Off Manufacturers List Price Catalog for TUFLOC, www.tufloc.com	Each	28%*	15%*	
#9	Percent Discount Off Manufacturers List Price Catalog for PUGS Custom Cabinets, www.pugscabinets.com	Each	No Bid	No Bid	
#10	Percent Discount Off Manufacturers List Price Catalog for Unity Manufacturing, www.unityusa.com	Each	20%*	25%*	
#11	Percent Discount Off Manufacturers List Price Catalog for Star Headlight & Lantern Co., www.star1889.com	Each	30%*	40%*	
#12	Percent Discount Off Manufacturers List Price Catalog for Able-2 Products, www.able2products.com	Each	30%*	22%*	
#13	Percent Discount Off Manufacturers List Price Catalog for Brooking Industries Ltd., www.brookingindustries.com	Each	35%*	18%*	
#14	Percent Discount Off Manufacturers List Price Catalog for Go-Rhino, www.gorhino.com	Each	15%*	20%*	
#15	Percent Discount Off Manufacturers List Price Catalog for LUND Products, www.lundinternational.com	Each	15%*	5%*	
#16	Percent Discount Off Manufacturers List Price Catalog for Streamlight, www.streamlight.com	Each	42%*	35%*	
#17	Percent Discount Off Manufacturers List Price Catalog for PRO-Copper, www.procopper.com	Each	No Bid	No Bid	
#18	Percent Discount Off Manufacturers List Price Catalog for L3 Mobile Vision, www.mobile-vision.com	Each	5%*	2%*	
#19	Percent Discount Off Manufacturers List Price Catalog for Patrol Witness, www.patrolwitness.com	Each	No Bid	No Bid	
#20	Percent Discount Off Manufacturers List Price Catalog for Plate Scan, www.platescan.com	Each	No Bid	No Bid	
#21	Percent Discount Off Manufacturers List Price Catalog for Pro-gard Products LLC, www.progard.com	Each	31%*	26%*	
#22	Percent Discount Off Manufacturers List Price Catalog for Setina Manufacturing, www.setina.com	Each	30%*	26%*	10%

Prepared by:
Eduardo J. Falcon
10/16/2015

AWARD OF IFB 516388
PURCHASE AND/OR INSTALLATION OF MUNICIPAL VEHICLE EQUIPMENT

	Dana Safety	LESC Inc.	Signal Technology Enterprises
	1372 NW 78 Avenue	6601 Lyons Road, Suite H3	420 West 27 Street
	Miami, FL 33126	Coconut Creek, FL 33073	Hialeah, FL 33010
			ADDED ON 02/23/2016

Item #	Description	Unit of Measure	Percent Catalog Discount	Percent Catalog Discount	Percent Catalog Discount
#23	Percent Discount Off Manufacturers List Price Catalog for RAM Mounts, www.ram-mount.com	Each	35%*	22%*	
#24	Percent Discount Off Manufacturers List Price Catalog for Jotto Desk Vehicle Mounting Solutions, which includes: Patriot Products and Kodiak Mobile, www.everythingbutlights.com	Each	No Bid	30%	
#25	Percent Discount Off Manufacturers List Price Catalog for Big Sky Racks, www.bigskyracks.com	Each	18%*	17%*	
#26	Percent Discount Off Manufacturers List Price Catalog for BLI International, www.prioritystart.com	Each	18%*	30%*	
#27	Percent Discount Off Manufacturers List Price Catalog for Tremco, www.tremcopoliceproducts.com	Each	15%*	10%*	
#28	Percent Discount Off Manufacturers List Price Catalog for Gamber-Johnson, www.gamberjohnson.com	Each	46%*	28%*	10%
#29	Percent Discount Off Manufacturers List Price Catalog for Kustom Signals Inc, www.kustomsignals.com	Each	No Bid	1%	
#30	Percent Discount Off Manufacturers List Price Catalog for Sound-off Signal, www.soundoffsignal.com	Each	45%*	54.5%*	
#31	Percent Discount Off Manufacturers List Price Catalog for Truck Vault Secure Storage Solutions, www.truckvault.com	Each	5%*	5%*	
#32	Percent Discount Off Manufacturers List Price Catalog for American Aluminum Accessories, www.ezrideronline.com	Each	5%*	1%*	
#33	Percent Discount Off Manufacturers List Price Catalog for NOVA Electronics, www.strobe.com	Each	20%*	40%*	
#34	Percent Discount Off Manufacturers List Price Catalog for Watch Guard Digital in Car Video, www.watchguardvideo.com	Each	No Bid	1%	
#35	Percent Discount Off Manufacturers List Price Catalog for All Traffic Solutions, www.alltrafficsolutions.com	Each	No Bid	No Bid	
#36	Percent Discount Off Manufacturers List Price Catalog for Whelen, www.whelen.com	Each	45%*	44%*	
#37	Percent Discount Off Manufacturers List Price Catalog for Code 3 Public Safety Equipment, www.code3pse.com	Each	No Bid	30%	
#38	Percent Discount Off Manufacturers List Price Catalog for Troy Industries, www.troyproducts.com	Each	25%*	19%*	1%
#39	Percent Discount Off Manufacturers List Price Catalog for Adamson Industries, www.adamsonindustries.com	Each	No Bid	No Bid	
#40	Percent Discount Off Manufacturers List Price Catalog for Ray Allen Manufacturing Company, www.rayallen.com	Each	5%*	1%*	
#41	Percent Discount Off Manufacturers List Price Catalog for Havis-Shields Manufacturing Company, www.havis.com	Each	35%*	29%*	
#42	Percent Discount Off Manufacturers List Price Catalog for Radiotronics Inc., www.radiotronics.com	Each	3%*	2%*	
#43	Percent Discount Off Manufacturers List Price Catalog for Drivecam,	Each	No Bid	No Bid	
#44	Percent Discount Off Manufacturers List Price Catalog for Laguna 3P, www.laguna3p.com	Each	18%*	10%*	1%

Prepared by:
Eduardo J. Falcon
10/16/2015

AWARD OF IFB 516388
PURCHASE AND/OR INSTALLATION OF MUNICIPAL VEHICLE EQUIPMENT

	Dana Safety	LESC Inc.	Signal Technology Enterprises
	1372 NW 78 Avenue	6601 Lyons Road, Suite H3	420 West 27 Street
	Miami, FL 33126	Coconut Creek, FL 33073	Hialeah, FL 33010
			ADDED ON 02/23/2016

Item #	Description	Unit of Measure	Percent Catalog Discount	Percent Catalog Discount	Percent Catalog Discount
#45	Labor Time to install Prisoner Cage	Hour	2	3	1.5
#46	Labor Time to install Prisoner Seat	Hour	1	3	1
#47	Labor Time to install Prisoner Seat & Cage	Hour	3	5	2.5
#48	Labor Time to install Rear Window Bars with OEM or ABS door panels	Hour	0.5	3	1.5
#49	Labor Time to install Rear Window Bars and ABS door panels	Hour	0.75	3	1.5
#50	Labor Time to install Four (4) Corner Universal LED Hideaway Light System with Controller	Hour	2	4	3
#51	Labor Time to install Four (4) Corner Universal LED Hideaway Light System without Controller	Hour	2.5	4	3
#52	Labor Rate: Discounted Hourly Labor Rate to Install Items From Catalogs and Packages as Listed.	Hour	$60.00	$60.00	$65.00
#53	Balance of Line: % Discount off Catalogs Not Listed.	Each	5%***	1%****	
#54	ADD-ON SERVICES Window Tinting with Labor Included for Sedans (Compact to Full Size)	Each	$100.00**	$125.00**	$80.00
#55	ADD-ON SERVICES Window Tinting with Labor Included for Sports Utility Vehicles	Each	$120.00**	$150.00**	$100.00
#56	ADD-ON SERVICES Window Tinting with Labor Included for Pickups Standard Cab	Each	$80.00**	$100.00**	$100.00
#57	ADD-ON SERVICES Window Tinting with Labor Included for Pickups Extended Cab	Each	$100.00**	$125.00**	$100.00
#58	ADD-ON SERVICES Window Tinting with Labor Included for Pickups Crew Cab	Each	$100.00**	$150.00**	$100.00
	ADDED ON 02/23/2016				
#59	Percent Discount Off Manufacturers List Price Catalog for Public Safety USA, www.publicsafetyusa.net	Each			50%

*If a catalog is offered by more than one vendor, the City will calculate the total cost of the discounted parts and total amount of hours required multiplied by the vendors discounted labor rate to determine the lowest price for that purchase.

**Line Items categorized as ADD-ON SERVICES, will be issued to the vendor(s) performing other contracted work on the unit(s), and not be issued as stand alone work.

*** vendor submitted discount for DSS, Reading and Off Tuffy

**** vendor submitted discount for Safariland and Vievu

Prepared by:
Eduardo J. Falcon
10/16/2015

City of Miami

CONTRACT AWARD

Procurement Department

AMENDMENT NO. 2

IFB NO:	516388(21)
DESCRIPTION:	PURCHASE AND/OR INSTALLATION OF MUNICIPAL VEHICLE EQUIPMENT CITYWIDE
TERM OF CONTRACT:	TWO (2) YEARS, WITH OTR FOR THREE (3) ADDITIONAL ONE-YEAR PERIODS
CONTRACT PERIOD:	**JANUARY 25, 2016 THROUGH JANUARY 24, 2018**
COMMODITY CODE:	05557-00

SECTION #1 – VENDOR AWARD

Dana Supply, Inc.
1620 NW 82nd Ave.
Doral, FL 33126
Contact: Mark Sevigny
Phone: (800) 854-5536
Email: msevigny@1dss.com

Signal Technology Enterprises
420 West 27th Street
Hialeah, FL 33010
Contact: Albert Espinosa
Phone: (305) 986-1373
Email: fireal@me.com

LESC, Inc. d/b/a Law Enforcement Supply
6601 Lyons Rd., Suite H-3
Coconut Creek, FL 33073
Contact: Jose Ferrando
Phone: (954) 428-3776 x5203
Fax: (954) 834-2490
Email: jferrando@lawsupply.com

SECTION #2 – AWARD/BACKGROUND INFORMATION/APPLICABLE ORDINANCES/NOTES

CC AWARD DATE:	JANUARY 14, 2016	AMENDED AMOUNT: N/A
RESOLUTION NO:	**16-0009**	INSURANCE REQUIREMENTS: YES
TOTAL CONTRACT AMOUNT:	N/A	PERFORMANCE BOND: N/A
		APPLICABLE ORDINANCES: N/A

Notes: Per Section 2.22 Additions/Deletions of Suppliers/Facilities/Items/Services the following has been added to Dana Safety Supply catalog:

Authorized distributor: Jotto Desk/Patriot/Kodiak Minimum discount 25%

SECTION #3 - REQUESTING DEPARTMENT

CITY OF MIAMI, GSA
Contract Administrator: John Babos
Phone: (305) 329-4874

SECTION #4 - PROCURING AGENCY

CITY OF MIAMI, DEPARTMENT OF PROCUREMENT
Buyer: Eduardo Falcon
Phone: (305) 416-1901
Fax: (305) 400-5390

Prepared By: Aimee Gandarilla, 5/18/17

A CONTRACT AWARD SHEET INSTRUCTIONAL GUIDE TO ASSIST YOU WITH THE INFORMATION CONTAINED HEREIN IS AVAILABLE IN THE ISUPPLIER INFORMATION SECTION OF OUR WEBPAGE AT: WWW. MIAMIGOV.COM/PROCUREMENT

City of Miami

CONTRACT AWARD

Procurement Department

FIRST RENEWAL

IFB NO:	516388(21)
DESCRIPTION:	PURCHASE AND/OR INSTALLATION OF MUNICIPAL VEHICLE EQUIPMENT CITYWIDE
TERM OF CONTRACT:	TWO (2) YEARS, WITH OTR FOR THREE (3) ADDITIONAL ONE-YEAR PERIODS
CONTRACT PERIOD:	JANUARY 25, 2016 THROUGH JANUARY 24, 2018
FIRST RENEWAL:	**JANUARY 25, 2018 THROUGH JANUARY 24, 2019**
COMMODITY CODE:	05557-00

SECTION #1 – VENDOR AWARD

Dana Supply, Inc.
1620 NW 82nd Ave.
Doral, FL 33126
Contact: Mark Sevigny
Phone: (800) 854-5536
Email: msevigny@1dss.com

Federal Signal Corporation
2645 Federal Signal Drive
University Park, IL 6048
Contact: Rodney Jones
Phone: (540) 353-5677
Email: rjones@fedsig.com

Strobes-R-Us, Inc.
2681 Hammondville Road
Pompano Beach, FL 33064
Contact: Tom Hanina
Phone: (954) 946-9955
Fax: (954) 946-9677
Email: sales@srus.com

SECTION #2 – AWARD/BACKGROUND INFORMATION/APPLICABLE ORDINANCES/NOTES

CC AWARD DATE:	JANUARY 14, 2016	AMENDED AMOUNT:	N/A
RESOLUTION NO:	**16-0009**	INSURANCE REQUIREMENTS:	YES
TOTAL CONTRACT AMOUNT:	N/A	PERFORMANCE BOND:	N/A
		APPLICABLE ORDINANCES:	N/A

Notes: FIRST RENEWAL: JANUARY 25, 2018 THROUGH JANUARY 24, 2019

SECTION #3 - REQUESTING DEPARTMENT

CITY OF MIAMI, DEPARTMENT OF GSA
Contract Administrator: John Babos
Phone: (305) 329-4874

SECTION #4 - PROCURING AGENCY

CITY OF MIAMI, DEPARTMENT OF PROCUREMENT
Buyer: Eduardo Falcon
Phone: (305) 416-1901
Fax: (305) 400-5390

Prepared By: Aimee Gandarilla, 1/9/17 Initial: LO

A CONTRACT AWARD SHEET INSTRUCTIONAL GUIDE TO ASSIST YOU WITH THE INFORMATION CONTAINED HEREIN IS AVAILABLE IN THE ISUPPLIER INFORMATION SECTION OF OUR WEBPAGE AT: WWW. MIAMIGOV.COM/PROCUREMENT

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/6/2018

REQUESTED ACTION BY COMMISSION: PROPOSED RESOLUTION NO. R18-023 -
Authorize utilizing the City of Miami Beach's Contract #ITB-2014-191-SW for interior and exterior painting and waterproofing for the fiscal year 2017/2018 from Hartzell Painting Contractors of Pompano Beach, FL for an estimated annual expenditure of $220,000. The City of Miami Beach's procurement process satisfies the City's competitive bid requirements.

EXPLANATION OF REQUEST:
Time Period: October 1, 2017 - September 30, 2018

Public Works, Facilities Division has the need to utilize a painting contractor from time to time throughout the fiscal year and has utilized Hartzell Painting contractors in the past and have been pleased with their performance.

Utilizing the City of Miami Beach's contract (Full contract is on file in the Finance Department) will allow staff to schedule needed painting projects in a more timely manner than getting quotes for each project and be concerned about bidding requirements if we have multiple projects that amount to more than the $25,000 threshold the City has for a normal bid.

Numerous projects have been and will occur with the city using department and Capitol Improvement funds, recent projects have brought spending close to the threshold of $25,000 and staff would like to obtain approval from the City Commission to allow a budget not to exceed $220,000 for the remainder of the fiscal year 2017-2018.

A sample of types of painting projects would include, but not limited to, the following:

Jaycee Park (Example #1 Attachment)
Ezell Hester Center (Example #2 Attachment)
Oceanfront Park (Example #3 Attachment)
Carolyn Sims Center and Denson Pool (Example #4 Attachment)

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? N/A

FISCAL IMPACT: Budgeted Budgeted estimation of services not to exceed $220,000 and subject to capital project and operating budget limits.

ALTERNATIVES: City could issue its own bid for these services.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION: N/A

Is this a grant? No

Grant Amount:

CONTRACTS

VENDOR NAME: Hartzell Painting Contractors

START DATE: 10/21/2014

END DATE: 10/21/2018

CONTRACT VALUE:

MINORITY OWNED CONTRACTOR?: No

EXTENSION AVAILABLE?: Yes

EXTENSION EXPLANATION:

Option for two additional one year extensions.

ATTACHMENTS:

Type	Description
Resolution	Resolution approving piggy-backing City of Miami Beach Contract with Hartzell for painting and waterproofing
Contract	City Contract with Hartzell Construction for interior and exterior painting
Addendum	Hartzell Construction - Portion of Contract
Addendum	Hartzell - Contract Renewal - Expires 10-21-18
Addendum	Hartzell - Tabulation
Addendum	Hartzell - Authorization Letter
Addendum	Hartzell - Example #1
Addendum	Hartzell - Example #2
Addendum	Hartzell - Example #3
Addendum	Hartzell - Example #4

RESOLUTION NO. R18-

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE PIGGY-BACK OF A CITY OF MIAMI BEACH CONTRACT #ITB-2014-191-SW FOR INTERIOR AND EXTERIOR PAINTING AND WATERPROOFING FOR THE FISCAL YEAR 2017/2018 WITH HARTZELL CONSTRUCTION, INC., OF POMPANO BEACH, FL IN AN ESTIMATED ANNUAL EXPENDITURE OF $220,000; AUTHORIZING THE CITY MANAGER TO SIGN A CONTRACT WITH HARTZELL CONSTRUCTION, INC.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City staff has confirmed that the procurement process of the City of Miami Beach meets or exceeds that of the City of Boynton Beach's requirements; and

WHEREAS, upon recommendation of staff, it is the City's desire to piggy-back a City of Miami Beach Contract #ITB-2014-191-SW for interior and exterior painting and waterproofing for the fiscal year 2017/2018 with Hartzell Construction, Inc., for an estimated annual expenditure of $220,000 with the same terms, conditions, specifications.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

Section 2. The City Commission of the City of Boynton Beach, Florida, hereby approves the piggy-back of a City of Miami Beach Contract #ITB-2014-191-SW for interior and exterior painting and waterproofing for the fiscal year 2017/2018 with Hartzell Construction, Inc., for an estimated annual expenditure of $220,000 with the same terms, conditions, specifications.

Section 3. The City Manager is hereby authorized to sign a contract with Hartzell Construction, Inc., a copy of which is attached hereto as Exhibit "A".

Section 4. That this Resolution shall become effective immediately.

PASSED AND ADOPTED this _____ day of _____, 2018.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Justin Katz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Christina L. Romelus	_____	_____
Commissioner – Joe Casello	_____	_____
VOTE	_____	

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

(City Seal)

CONTRACT FOR INTERIOR AND EXTERIOR PAINTING AND WATERPROOFING

This Contract is made as of this ____ day of _____, 2018 by and between HARTZELL CONSTRUCTION, INC., a Florida corporation authorized to do business in the State of Florida, with offices at 2301 NW 33rd Court, Ste 112, Pompano Beach, FL 33069 ("HARTZELL"), and THE CITY OF BOYNTON BEACH, a Florida municipal corporation, with an address at 100 East Boynton Beach Boulevard, Boynton Beach, FL 33435 (the "City").

RECITALS

WHEREAS, the Public Works Facilities Division has the need to utilize a painting contractor from time to time throughout the fiscal year and has utilized Hartzell Painting Contractors; and

WHEREAS, the City is utilizing the City of Miami Beach Contract #ITB-2014-191-SW with HARTZELL for interior and exterior painting and waterproofing for the fiscal year 2017/2018 in the estimated annual expenditure of $220,000; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

Section 1. The foregoing recitals are true and correct and are hereby incorporated in this Contract.

Section 2. The City and HARTZELL agree that HARTZELL shall provide painting and waterproofing for the interior and exterior of City buildings for the fiscal year 2017/2018 in the estimated annual expenditure of $220,000 utilizing the City of Miami Beach Contract #ITB-2014-191-SW, a copy of which is attached hereto as Exhibit "A", except as hereinafter provided:

A. All references to City of Miami Beach shall be deemed as references to the City of Boynton Beach.

B. All Notices to the City shall be sent to:

City: Lori LaVerriere, City Manager
City of Boynton Beach
100 East Boynton Beach Boulevard
Boynton Beach, Florida 33435
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

Copy : James A. Cherof, City Attorney
Goren, Cherof, Doody & Ezrol, PA.
3099 East Commercial Boulevard, Suite 200

Fort Lauderdale, FL 33308
Telephone: (954) 771-4500
Facsimile: (954) 771-4923

C. The venue of any action taken to enforce this Contract shall be in Palm Beach County, Florida and this Contract shall be interpreted under the laws of the State of Florida.

Section 3. In the event that the City of Miami Beach Contract is amended, or terminated, HARTZELL shall notify the City within ten (10) days. In the event the City of Miami Beach Contract is amended or terminated prior to its expiration, this Contract shall remain in full force and effect, and not be deemed amended or terminated, until specifically amended or terminated by the parties hereto.

Section 4. HARTZELL agrees that in the event it enters into a Contract for the same (or substantially similar) scope of services with another local government in Florida which contains a term or condition, including fees, charges or costs, which the City determines to be more favorable than the terms in this Contract, the parties shall enter into an Addendum to provide those terms to the City.

Section 5. The insurance required shall require that the Certificate of Insurance name the City of Boynton Beach as an additional insured.

Section 6. In all other aspects, the terms and conditions of the City of Miami Beach, Contract #ITB-2014-191-SW are hereby ratified and shall remain in full force and effect under this Contract, as provided by their terms.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY OF BOYNTON BEACH, FLORIDA

ATTEST:

By:_____
Lori LaVerriere, City Manager

_____
Judith A. Pyle, CMC, City Clerk

APPROVED AS TO FORM:

_____
James A. Cherof, City Attorney

HARTZELL CONSTRUCTION, INC.

WITNESSES:

_____ BY:_____
Print Name: _____

_____ Title: _____

ATTEST:

_____
CORPORATE SECRETARY

EXHIBIT A

AGREEMENT BETWEEN CITY OF MIAMI BEACH AND HARTZELL

MIAMIBEACH

CITY OF MIAMI BEACH
CERTIFICATION OF CONTRACT

TITLE:	For Citywide Interior and Exterior Painting and Waterproofing
CONTRACT NO.:	ITB- 2014-191-SW
EFFECTIVE DATE(S):	This Contract shall remain in effect for three (3) years from date of Contract execution by the Mayor and City Clerk, and may be renewed, at the sole discretion of the City, though it's City Manager, for two (2) additional one (1) Year periods.
SUPERSEDES:	N/A
CONTRACTOR(S):	Hartzell Painting Contractors

ESTIMATED ANNUAL CONTRACT AMOUNT: N/A

A. AUTHORITY - Upon affirmative action taken by the Mayor and City Commission of the City of Miami Beach, Florida, on September 10, 2014 for approval to award a contract, upon execution between the City of Miami Beach, Florida, and Contractor.

B. EFFECT - This Contract is entered into to provide for Citywide Interior and Exterior Painting and Waterproofing pursuant to City Invitation to Bid No. 2014-191-SW and any addenda thereto (the ITB), and Contractor's bid in response thereto (this Contract, the ITB, and Contractor's bid in response thereto may hereinafter collectively be referred to as the "Contract Documents").

C. ORDERING INSTRUCTIONS - All blanket purchase orders shall be issued in accordance with the City of Miami Beach Procurement Department policies and procedures, at the prices indicated, exclusive of all Federal, State and local taxes. All blanket purchase orders shall show the City of Miami Beach Contract Number 2014-191-SW.

D. CONTRACTOR PERFORMANCE - City of Miami Beach departments shall report any failure of Contractor's performance (or failure to perform) according to the requirements of the Contract Documents to City of Miami Beach, Anthony Kaniewski, Property Management Director at 305-673-7000 ext. 2914.

E. INSURANCE CERTIFICATE(S) - The Contractor shall file Insurance Certificates, as required, which must be signed by a Registered Insurance Agent licensed in the State of Florida, and approved by the City of Miami Beach Risk Manager, prior to delivery of supplies and/or commencement of any services/work by Contractor.

F. ASSIGNMENT AND PERFORMANCE - Neither this Contract nor any interest herein shall be assigned, transferred, or encumbered by Contractor without the prior written consent of the City. In addition, Contractor shall not subcontract delivery of supplies, or any portion of work and/or services required by the Contract Documents without the prior written consent of the City.

N. APPLICABLE LAW AND VENUE - This Contract and/or the Contract Documents shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. **By entering into this Contract, Contractor and City hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to, or arising out of the Contract and/or the Contract Documents. Contractor, shall specifically bind all subcontractors to the provisions of this Contract and the Contract Documents.**

O. AMENDMENTS - No modification, amendment, or alteration in the terms or conditions contained herein, or in the Contract Documents, shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by the City and Contractor.

P. This Contract shall not be effective until all bonds and insurance(s) required under the Contract Documents have been submitted to, and approved by, the City's Risk Manager.

Q. The ITB and Contractor's bid in response thereto, are attached to this Contract and are hereby adopted by reference and incorporated herein as if fully set forth in this Contract. Accordingly, Contractor agrees to abide by and be bound by any and all of the documents incorporated by the Contract Documents. Where there is a conflict between any provision set forth within (i) this Contract; (ii) the ITB; and /or (iii) Contractor's bid in response thereto, the more stringent provision (as enforced by the City) shall prevail.

K. NOTICES - Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

For City:

City of Miami Beach
Public Works-Property Management Division
1245 Michigan Avenue, Miami Beach, FL 33139
Attn: Anthony Kaniewski, Property Management. Division Director
Phone: 305-673-7000 ext. 2914
Email: AnthonyKaniewski@miamibeachfl.gov

With copies to:

City Clerk
City Clerk Office
1700 Convention Center Drive
Miami Beach, Florida 33139

For Contractor:

Hartzell Painting Contractors
2301 NW 33rd Court, Ste. 112
Pompano Beach, FL 33069
Attn: Mike Goodwin
Phone: 954-658-0515
Fax: 954-957-9766
E-mail: mgoodwin@myhartzell.com

L. MATERIALITY AND WAIVER OF BREACH - City and Contractor agree that each requirement, duty, and obligation set forth in the Contract Documents is substantial and important to the formation of this Contract and, therefore, is a material term hereof.

City's failure to enforce any provision of the Contract Documents shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

M. SEVERANCE - In the event a portion of this Contract and/or the Contract Documents is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless City or Contractor elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

APPENDIX E
"REVISED" BID TENDER FORM

Failure to submit Bid Price Form, in its entirety and fully executed by the deadline established for the receipt of proposals will result in proposal being deemed non-responsive and being rejected.

Bidder affirms that the prices stated on the proposal price form below represents the entire cost of the items in full accordance with the requirements of this ITB, inclusive of its terms, conditions, specifications and other requirements stated herein, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other unless a cost escalation provision is allowed herein and has been exercised by the City Manager in advance. The Bid Tender Form shall be completed mechanically or, if manually, in ink. **Bid Tender Forms completed in pencil shall be deemed non-responsive.** All corrections on the Bid Tender Form shall be initialed.

Item #	Item Description	Price per Square Feet (SF)	Price per Square Feet (SF) Paint Applications				Price per Linear Feet (LF)
	SERVICES		EPOXY	LATEX (Acrylic, Satin, Gloss, Semi-gloss)	OIL	PRIMER	
1	PRESSURE WASHING	.07	N/A	N/A	N/A	N/A	N/A
2	SAND BLASTING	1.75	N/A	N/A	N/A	N/A	N/A
3	STRIPPING	2.50	N/A	N/A	N/A	N/A	N/A
4	JOINT SEALANT REPLACEMENT CLEAN AND SEAL	N/A	20.00	n/a	n/a	n/a	N/A
4A	TUCK POINTING TO BE PERFORMED WITH MORTAR TO MATCH EXISTING BUILDING CONDITIONS.	N/A	N/A	N/A	N/A	N/A	4.00
4B	STONE REPAIR	8.50	N/A	N/A	N/A	N/A	N/A
5A	EXTERIOR WINDOW JOINTS FRAME TO GLASS OR FRAME TO STUCCO/CONCRETE	N/A	N/A	N/A	N/A	N/A	3.50
5B	CONTROL JOINTS	N/A	N/A	N/A	N/A	N/A	20.00
5C	GENERAL CAULKING	N/A	N/A	N/A	N/A	N/A	2.00
6A	CONCRETE RESTORATION AND REPAIR	16.00	N/A	N/A	N/A	N/A	N/A
6B	STUCCO REMOVAL AND REPAIR	14.00	N/A	N/A	N/A	N/A	N/A
6C	CMU BLOCK RESTORATION AND REPAIR	100.00	N/A	N/A	N/A	N/A	N/A
6D	STEEL BEAM SUPPORT CLEAN, PRIME, PREPARATION FOR STUCCO SURFACING	2.50	N/A	N/A	N/A	N/A	N/A
6E	REBAR CLEAN, PRIME AND PREPARATION FOR CONCRETE RESTORATION	N/A	N/A	N/A	N/A	N/A	95.00
7	EXTERIOR LINTELS – PREPARE AND RESTORE	N/A	3.00	2.50	2.50	2.00	"
8	EXTERIOR COLUMNS – PREPARE AND RESTORE	N/A	3.00	2.50	2.00	2.00	"
9	EXTERIOR.VERTICAL STUCCO/ CMU SURFACE PAINTING / WATERPROOFING	N/A	1.99	.65	.85	.50	"
10	EXTERIOR.PAINTING/ WATERPROOFING METAL SURFACES	N/A	1.98	.65	.85	.50	"
11	EXTERIOR.PAINTING/WATERPROOFING WOOD SURFACES	N/A	1.50	1.50	1.50	1.00	"
12	INTERIOR PAINTING SURFACES	N/A	1.98	.65	.85	.50	"

Bidder's Affirmation	
Company:	Roof Painting By Hartzell
Authorized Representative:	Mike Goodwin
Address:	2301 NW 33rd Court
Telephone:	954-658-0515
Email:	MGoodwin@MyHartzell.Com
Authorized Representative's Signature:	

MIAMIBEACH

Procurement Department, 1755 Meridian Avenue, 3rd Floor, Miami Beach, Florida 33139, www.miamibeachfl.gov 305-673-7490

Submitted via E-mail to: mgoodwin@myhartzell.com

October 19, 2017

Mike Goodwin
Hartzell Painting Contractors
2301 Northwest 33 Court, Suite 112
Pompano Beach, Florida 33069

Subject: **AGREEMENT PURSUANT TO INVITATION TO BID (ITB) NO. 2014-191-SW FOR CITYWIDE INTERIOR AND EXTERIOR PAINTING AND WATERPROOFING**

Dear Mike Goodwin:

The Agreement between the City of Miami Beach (the "City") and Hartzell Painting Contractors ("Contractor"), pursuant to ITB No. 2014-191-SW for citywide interior and exterior painting and waterproofing (the "Agreement"), expires on October 21, 2017. This letter serves as notification that the City Manager has approved a one (1) year renewal of the Agreement through October 21, 2018.

Therefore, the City seeks concurrence from the Contractor to renew the Agreement at the same terms, conditions, and pricing as set forth pursuant to the above-referenced ITB.

Please indicate your acceptance of the aforementioned renewal by executing below as indicated. Should you have any questions or need additional information please contact Febe Perez at 305-673-7490 or febeperez@miamibeachfl.gov

Thank you,

Alex Denis
Procurement Director

Please sign below as your acceptance and return this letter via email to:
febeperez@miamibeachfl.gov

Signature: _____

Printed Name: Mike Goodwin

Title: Project Director

MIAMIBEACH

CITY OF MIAMI BEACH
CERTIFICATION OF CONTRACT

TITLE: For Citywide Interior and Exterior Painting and Waterproofing

CONTRACT NO.: ITB- 2014-191-SW

EFFECTIVE DATE(S): This Contract shall remain in effect for three (3) years from date of Contract execution by the Mayor and City Clerk, and may be renewed, at the sole discretion of the City, though it's City Manager, for two (2) additional one (1) Year periods.

SUPERSEDES: N/A

CONTRACTOR(S): Hartzell Painting Contractors

ESTIMATED ANNUAL CONTRACT AMOUNT: N/A

A. AUTHORITY - Upon affirmative action taken by the Mayor and City Commission of the City of Miami Beach, Florida, on September 10, 2014 for approval to award a contract, upon execution between the City of Miami Beach, Florida, and Contractor.

B. EFFECT - This Contract is entered into to provide for Citywide Interior and Exterior Painting and Waterproofing pursuant to City Invitation to Bid No. 2014-191-SW and any addenda thereto (the ITB), and Contractor's bid in response thereto (this Contract, the ITB, and Contractor's bid in response thereto may hereinafter collectively be referred to as the "Contract Documents").

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E. INSURANCE CERTIFICATE(S) - The Contractor shall file Insurance Certificates, as required, which must be signed by a Registered Insurance Agent licensed in the State of Florida, and approved by the City of Miami Beach Risk Manager, prior to delivery of supplies and/or commencement of any services/work by Contractor.

F. ASSIGNMENT AND PERFORMANCE - Neither this Contract nor any interest herein shall be assigned, transferred, or encumbered by Contractor without the prior written consent of the City. In addition, Contractor shall not subcontract delivery of supplies, or any portion of work and/or services required by the Contract Documents without the prior written consent of the City.

N. APPLICABLE LAW AND VENUE - This Contract and/or the Contract Documents shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. **By entering into this Contract, Contractor and City hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to, or arising out of the Contract and/or the Contract Documents. Contractor, shall specifically bind all subcontractors to the provisions of this Contract and the Contract Documents.**

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For Contractor:

Hartzell Painting Contractors
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Pompano Beach, FL 33069
Attn: Mike Goodwin
Phone: 954-658-0515
Fax: 954-957-9766
E-mail: mgoodwin@myhartzell.com

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Item #	Item Description	Price per Square Feet (SF)	Price per Square Feet (SF) Paint Applications				Price per Linear Feet (LF)
	SERVICES		EPOXY	LATEX (Acrylic, Satin, Gloss, Semi-gloss)	OIL	PRIMER	
1	PRESSURE WASHING	.07	N/A	N/A	N/A	N/A	N/A
2	SAND BLASTING	1.75	N/A	N/A	N/A	N/A	N/A
3	STRIPPING	2.50	N/A	N/A	N/A	N/A	N/A
4	JOINT SEALANT REPLACEMENT CLEAN AND SEAL	N/A	20.00	n/a	n/a	n/a	N/A
4A	TUCK POINTING TO BE PERFORMED WITH MORTAR TO MATCH EXISTING BUILDING CONDITIONS.	N/A	N/A	N/A	N/A	N/A	4.00
4B	STONE REPAIR	8.50	N/A	N/A	N/A	N/A	N/A
5A	EXTERIOR WINDOW JOINTS FRAME TO GLASS OR FRAME TO STUCCO/CONCRETE	N/A	N/A	N/A	N/A	N/A	3.50
5B	CONTROL JOINTS	N/A	N/A	N/A	N/A	N/A	20.00
5C	GENERAL CAULKING	N/A	N/A	N/A	N/A	N/A	2.00
6A	CONCRETE RESTORATION AND REPAIR	16.00	N/A	N/A	N/A	N/A	N/A
6B	STUCCO REMOVAL AND REPAIR	14.00	N/A	N/A	N/A	N/A	N/A
6C	CMU BLOCK RESTORATION AND REPAIR	100.00	N/A	N/A	N/A	N/A	N/A
6D	STEEL BEAM SUPPORT CLEAN, PRIME, PREPARATION FOR STUCCO SURFACING	2.50	N/A	N/A	N/A	N/A	N/A
6E	REBAR CLEAN, PRIME AND PREPARATION FOR CONCRETE RESTORATION	N/A	N/A	N/A	N/A	N/A	95.00
7	EXTERIOR LINTELS – PREPARE AND RESTORE	N/A	3.00	2.50	2.50	2.00	"
8	EXTERIOR COLUMNS – PREPARE AND RESTORE	N/A	3.00	2.00	2.00	2.00	"
9	EXTERIOR,VERTICAL STUCCO/ CMU SURFACE PAINTING / WATERPROOFING	N/A	1.99	.65	.85	.50	"
10	EXTERIOR.PAINTING/ WATERPROOFING METAL SURFACES	N/A	1.98	.65	.85	.50	"
11	EXTERIOR.PAINTING/WATERPROOFING WOOD SURFACES	N/A	1.50	1.50	1.50	1.00	"
12	INTERIOR PAINTING SURFACES	N/A	1.98	.65	.85	.50	"

Bidder's Affirmation	
Company:	Roof Painting by Hartzell
Authorized Representative:	Mike Goodwin
Address:	2201 NW 32nd Court
Telephone:	954-658-0515
Email:	MGoodwin@MyHartzell.Com
Authorized Representative's Signature:	

APPENDIX E "REVISED" BID TENDER FORM (Included in Addendum #3)

Failure to submit Bid Price Form, in its entirety and fully executed by the deadline established for the receipt of proposals will result in proposal being deemed non-responsive and being rejected.

Bidder affirms that the prices stated on the proposal price form below represents the entire cost of the items in full accordance with the requirements of this ITB, inclusive of its terms, conditions, specifications and other requirements stated herein, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other unless a cost escalation provision is allowed herein and has been exercised by the City Manager in advance. The Bid Tender Form shall be completed mechanically or, if manually, in ink. **Bid Tender Forms completed in pencil shall be deemed non-responsive.** All corrections on the Bid Tender Form shall be initialed.

		Hartzell Painting Contractors						Inclan Painting and Waterproofing, Corp.						P & P Contracting, Inc.					
Item #	Item Description	Price per Square Feet (SF)	Price per Square Feet (SF) Paint Applications				Price per Linear Feet (LF)	Price per Square Feet (SF)	Price per Square Feet (SF) Paint Applications				Price per Linear Feet (LF)	Price per Square Feet (SF)	Price per Square Feet (SF) Paint Applications				Price per Linear Feet (LF)
	SERVICES		EPOXY	LATEX (Acrylic, Satin, Gloss, Semi-gloss)	OIL	PRIMER			EPOXY	LATEX (Acrylic, Satin, Gloss, Semi-gloss)	OIL	PRIMER			EPOXY	LATEX (Acrylic, Satin, Gloss, Semi-gloss)	OIL	PRIMER	
1	PRESSURE WASHING	0.07	N/A	N/A	N/A	N/A	N/A	0.15	N/A	N/A	N/A	N/A	N/A	0.50	N/A	N/A	N/A	N/A	N/A
2	SAND BLASTING	1.75	N/A	N/A	N/A	N/A	N/A	1.25	N/A	N/A	N/A	N/A	N/A	**10.00**	N/A	N/A	N/A	N/A	N/A
3	STRIPPING	2.50	N/A	N/A	N/A	N/A	N/A	1.50	N/A	N/A	N/A	N/A	N/A	**50.00**	N/A	N/A	N/A	N/A	N/A
4	JOINT SEALANT REPLACEMENT CLEAN AND SEAL	N/A	**20.00**	no bid	no bid	no bid	N/A	N/A	1.20	0.99	1.10	0.20	N/A	N/A	**100.00**	**100.00**	**100.00**	**100.00**	N/A
4A	TUCK POINTING TO BE PERFORMED WITH MORTAR TO MATCH EXISTING BUILDING CONDITIONS.	N/A	N/A	N/A	N/A	N/A	4.00	N/A	N/A	N/A	N/A	N/A	1.50	N/A	N/A	N/A	N/A	N/A	**50.00**
4B	STONE REPAIR	8.50	N/A	N/A	N/A	N/A	N/A	12.00	N/A	N/A	N/A	N/A	N/A	**1,500.00**	N/A	N/A	N/A	N/A	N/A
5A	EXTERIOR WINDOW JOINTS FRAME TO GLASS OR FRAME TO STUCCO/CONCRETE	N/A	N/A	N/A	N/A	N/A	3.50	N/A	N/A	N/A	N/A	N/A	1.09	N/A	N/A	N/A	N/A	N/A	**50.00**
5B	CONTROL JOINTS	N/A	N/A	N/A	N/A	N/A	**20.00**	N/A	N/A	N/A	N/A	N/A	1.30	N/A	N/A	N/A	N/A	N/A	**50.00**
5C	GENERAL CAULKING	N/A	N/A	N/A	N/A	N/A	2.00	N/A	N/A	N/A	N/A	N/A	0.80	N/A	N/A	N/A	N/A	N/A	**10.00**
6A	CONCRETE RESTORATION AND REPAIR	16.00	N/A	N/A	N/A	N/A	N/A	12.00	N/A	N/A	N/A	N/A	N/A	**500.00**	N/A	N/A	N/A	N/A	N/A
6B	STUCCO REMOVAL AND REPAIR	14.00	N/A	N/A	N/A	N/A	N/A	4.00	N/A	N/A	N/A	N/A	N/A	**300.00**	N/A	N/A	N/A	N/A	N/A
6C	CMU BLOCK RESTORATION AND REPAIR	**100.00**	N/A	N/A	N/A	N/A	N/A	4.20	N/A	N/A	N/A	N/A	N/A	**300.00**	N/A	N/A	N/A	N/A	N/A
6D	STEEL BEAM SUPPORT CLEAN, PRIME, PREPARATION FOR STUCCO SURFACING	2.50	N/A	N/A	N/A	N/A	N/A	6.00	N/A	N/A	N/A	N/A	N/A	2.00	N/A	N/A	N/A	N/A	N/A
6E	REBAR CLEAN, PRIME AND PREPARATION FOR CONCRETE RESTORATION	N/A	N/A	N/A	N/A	N/A	**95.00**	N/A	N/A	N/A	N/A	N/A	1.50	N/A	N/A	N/A	N/A	N/A	10.00
7	EXTERIOR LINTELS – PREPARE AND RESTORE	N/A	3.00	2.50	2.50	2.00	no bid	N/A	1.20	1.20	1.20	0.20	1.20	N/A	2.00	2.00	2.00	2.00	no bid
8	EXTERIOR COLUMNS – PREPARE AND RESTORE	N/A	3.00	2.50	2.00	2.00	no bid	N/A	1.20	1.10	1.20	0.20	1.50	N/A	2.00	2.00	2.00	2.00	no bid
9	EXTERIOR.VERTICAL STUCCO/ CMU SURFACE PAINTING / WATERPROOFING	N/A	1.98	0.65	0.85	0.50	no bid	N/A	1.00	0.70	0.99	0.20	0.99	N/A	2.00	2.00	2.00	2.00	no bid
10	EXTERIOR.PAINTING/ WATERPROOFING METAL SURFACES	N/A	1.98	0.65	0.85	0.50	no bid	N/A	1.00	0.70	0.99	0.20	0.99	N/A	2.00	1.50	1.50	1.50	no bid
11	EXTERIOR.PAINTING/WATERPROOFING WOOD SURFACES	N/A	1.50	1.50	1.50	1.00	no bid	N/A	1.00	0.70	0.99	0.20	0.99	N/A	2.00	1.50	1.50	1.50	no bid
12	INTERIOR PAINTING SURFACES	N/A	1.98	0.65	0.85	0.50	no bid	N/A	1.00	0.70	0.99	0.20	0.70	N/A	1.00	1.00	1.00	1.00	no bid
	Grand Total	**$145.32**	**$33.44**	**$8.45**	**$8.55**	**$6.50**	**$124.50**	**$41.10**	**$7.60**	**$6.09**	**$7.46**	**$1.40**	**$12.56**	**$2,662.50**	**$111.00**	**$110.00**	**$110.00**	**$110.00**	**$170.00**

CORRECTED TABULATION SHEET - 10/31/2014 JVR

Quality Service Integrity

HARTZELL

PAINTING CONTRACTORS

10/27/2017
City of Boynton Beach

To whom it may concern,

Please accept this as notice that our contract with The City of Miami, #2014-191-SW has been renewed for the 2018 Fiscal Year. We are pleased to authorize The City of Boynton Beach the ability to piggyback off this contract with our grantee that we will honor the contract pricing for Boynton Beach's 2018 Fiscal Year projects.

Please contact our office with any questions or concerns.

Mike Goodwin
Roof Painting by Hartzell, Inc.

REQUEST FOR OFFICE ASSISTANCE

$ OK

FROM: Cesar Mootz Date: Nov 27 2017

PRIORITY / DATE NEEDED BY:

☐ Copy Work – Number of Copies: _____ [Double-sided / Collated Stapled / _____]
Distribution: _____

☐ Type from the attached / transcription tape / email (to be forwarded upon request)

☐ Request for 121/Direct Pay Req. for the attached -
Vendor or Person to be reimbursed:
Account Number: ___-____-___-__-__Project No.: _____

Request for Requisition -
Vendor:
HARTZELL PAINTING CONTRACTORS

Account Number: 303-4235-572.62-01 Project No.: RP1828
($7,000)

List Items w/Quantities Unit Costs on the back of this request.

Verbal Quotes ($500 to $1,999):Vendor: _____Cost: _____

Vendor: _____

Vendor: _____Cost: _____

Written Quotes ($2,000 to $9,999.99) – Attached.

Written Quotes ($10,000 to $24,999) w/Purchases over $10,000 Form – Attached.

Bid/City (Over $25,000): Bid # _____

Bid/Other Entity (Over $25,000): Bid #, Bid Eff. Dates, Bid Quotes – Attached

☐ File As: _____

☐ OTHER: CITY OF MIAMI BEACH, ITB-2014-191-SW (10-21-17 – 10-21-18)

Special Instructions:
CIP Project
Jaycee Park –Paint Pavilions $ 7068.60

Request completed by: _____ Date completed: 11/27/2017

Please sign and return this form to the Office Staff's Inbox; feel free to make any comments below.

Quality Service Integrity

HARTZELL

PAINTING CONTRACTORS

November 21, 2017

Specifically prepared for: Public Works
City of Boynton Beach

Billing address:
City of Boynton Beach
Public Works Department
222 NE 9th Ave.
Boynton Beach, FL 33435
mootzg@bbfl.com

Overview: The following proposal is based upon all approved units and specifications contained in the 5 year term contract awarded October 21, 2014, City Wide Painting and Waterproofing Services, ITB2014-191.

Job site/Reference location: 2500 S. Federal Hwy. Boynton Beach, FL 33435 (Joyce Park)
Painting 2 Gazebos Roof & Soffits

Scope of Work/Schedule of Values:

Description	Qty	Rate	Value
Pressure clean surfaces	3,780SF	.07	$ 264.60
Priming exterior walls with Sherwin Williams Pro-Block Primer 1 coat	3,780SF	.50	$ 1,890.00
Painting exterior walls Sherwin Williams Super Paint & roof with Sherwin Williams DTM Paint 2 coats	3,780SF	1.30	$ 4,914.00

Total contract value: $ 7,068.60

This Agreement is accepted and agreed upon this_____day of _____, 2017.

City of Boynton Beach
By:

_____
(Signature)

Roof Painting by Hartzell, Inc.

_____
Leo Citrangulo

PHONE: 954-957-9781 ▪ FAX: 954-957-9786 ▪ TOLL FREE: 800-841-4859
2301 N.W. 33rd Court, Suite 112 ▪ Pompano Beach, FL. 33069
CBC 1252852

MIAMIBEACH

Procurement Department, 1755 Meridian Avenue, 3rd Floor, Miami Beach, Florida 33139, www.miamibeachfl.gov 305-673-7490

Submitted via E-mail to: mgoodwin@myhartzell.com

~~October 19, 2017~~

Mike Goodwin
Hartzell Painting Contractors
2301 Northwest 33 Court, Suite 112
Pompano Beach, Florida 33039

Subject: AGREEMENT PURSUANT TO INVITATION TO BID (ITB) NO. 2014-191-SW FOR CITYWIDE INTERIOR AND EXTERIOR PAINTING AND WATERPROOFING

Dear Mike Goodwin:

The Agreement between the City of Miami Beach (the "City") and Hartzell Painting Contractors ("Contractor"), pursuant to ITB No. 2014-191-SW for citywide interior and exterior painting and waterproofing (the "Agreement"), expires on October 21, 2017. This letter serves as notification that the City Manager has approved a one (1) year renewal of the Agreement through October 21, 2018.

Therefore, the City seeks concurrence from the Contractor to renew the Agreement at the same terms, conditions, and pricing as set forth pursuant to the above-referenced ITB.

Please indicate your acceptance of the aforementioned renewal by executing below as indicated. Should you have any questions or need additional information please contact Febe Perez at 305-673-7490 or febeperez@miamibeachfl.gov

Thank you,

Alex Denis
Procurement Director

Please sign below as your acceptance and return this letter via email to: febeperez@miamibeachfl.gov

Signature:

Printed Name: Mike Goodwin

Title: Project Director

MIAMIBEACH

CITY OF MIAMI BEACH
CERTIFICATION OF CONTRACT

TITLE:	For Citywide Interior and Exterior Painting and Waterproofing
CONTRACT NO.:	ITB- 2014-191-SW
EFFECTIVE DATE(S):	This Contract shall remain in effect for three (3) years from date of Contract execution by the Mayor and City Clerk, and may be renewed, at the sole discretion of the City, though it's City Manager, for two (2) additional one (1) Year periods.
SUPERSEDES:	N/A
CONTRACTOR(S):	Hartzell Painting Contractors

ESTIMATED ANNUAL CONTRACT AMOUNT: N/A

A. AUTHORITY - Upon affirmative action taken by the Mayor and City Commission of the City of Miami Beach, Florida, on September 10, 2014 for approval to award a contract, upon execution between the City of Miami Beach, Florida, and Contractor.

B. EFFECT - This Contract is entered into to provide for Citywide Interior and Exterior Painting and Waterproofing pursuant to City Invitation to Bid No. 2014-191-SW and any addenda thereto (the ITB), and Contractor's bid in response thereto.(this Contract, the ITB, and Contractor's bid in response thereto may hereinafter collectively be referred to as the "Contract Documents").

C. ORDERING INSTRUCTIONS - All blanket purchase orders shall be issued in accordance with the City of Miami Beach Procurement Department policies and procedures, at the prices indicated, exclusive of all Federal, State and local taxes. All blanket purchase orders shall show the City of Miami Beach Contract Number 2014-191-SW.

D. CONTRACTOR PERFORMANCE - City of Miami Beach departments shall report any failure of Contractor's performance (or failure to perform) according to the requirements of the Contract Documents to City of Miami Beach, Anthony Kanlewski, Property Management Director at 305-673-7000 ext. 2914.

E. INSURANCE CERTIFICATE(S) - The Contractor shall file insurance Certificates, as required, which must be signed by a Registered Insurance Agent licensed in the State of Florida, and approved by the City of Miami Beach Risk Manager, prior to delivery of supplies and/or commencement of any services/work by Contractor.

F. ASSIGNMENT AND PERFORMANCE - Neither this Contract nor any interest herein shall be assigned, transferred, or encumbered by Contractor without the prior written consent of the City. In addition, Contractor shall not subcontract delivery of supplies, or any portion of work and/or services required by the Contract Documents without the prior written consent of the City.

APPENDIX E
"REVISED" BID TENDER FORM

Failure to submit Bid Price Form in this manner and type exactly may result in rejection of proposal.

Bidder affirms that the prices stated on the proposal price form below represents the entire cost of the items in full accordance with the requirements of this ITB, inclusive of its terms, conditions, specifications and other requirements stated herein, and that no claim will be made on account of any increases in wage scales, material prices, delivery delays, taxes, insurance, cost increase or any other unless a cost escalation provision is allowed herein and has been exercised by the City Manager in advance. The Bid Tender Form shall be completed mechanically or, if manually, in ink. Bid Tender Forms completed in pencil shall be deemed non-responsive. All corrections on the Bid Tender Form shall be initialed.

Item #	SERVICES	Unit	EPOXY	LATEX (Acrylic, Satin, Gloss, Semi-gloss)	OIL	PRIMER	Price per Square Foot
1	PRESSURE WASHING	.07	NA				NA
2	SAND BLASTING	1.75	NA				NA
3	STRIPPING	2.50					NA
4	JOINT SEALANT REPLACEMENT CLEAN AND SEAL	NA	20.00	N/A	N/A	N/A	NA
4A	TUCK POINTING TO BE PERFORMED WITH MORTAR TO MATCH EXISTING BUILDING CONDITIONS.	NA	NA		NA		4.00
4B	STONE REPAIR	4.00	NA	NA	NA		NA
5A	EXTERIOR WINDOW JOINTS FRAME TO GLASS OR FRAME TO STUCCO/CONCRETE	NA	NA	NA	3.00		3.50
5B	CONTROL JOINTS						20.00
5C	GENERAL CAULKING					NA	2.00
6A	CONCRETE RESTORATION AND REPAIR	11.00				NA	
6B	STUCCO REMOVAL AND REPAIR	11.00					
6C	CMU BLOCK RESTORATION AND REPAIR	100.00	NA	NA	NA		NA
6D	STEEL BEAM SUPPORT CLEAN, PRIME, PREPARATION FOR STUCCO SURFACING	2.00		NA			
6E	REBAR CLEAN, PRIME AND PREPARATION FOR CONCRETE RESTORATION					NA	95.00
7	EXTERIOR LINTELS – PREPARE AND RESTORE		3.00	2.50	2.00	2.00	-
8	EXTERIOR COLUMNS – PREPARE AND RESTORE	NA	3.00	2.50	2.00	2.00	-
9	EXTERIOR VERTICAL STUCCO/ CMU SURFACE PAINTING / WATERPROOFING	SF	1.91	.45	.85	.50	-
10	EXTERIOR PAINTING/ WATERPROOFING METAL SURFACES		1.98	.46	.85	.50	-
11	EXTERIOR PAINTING/WATERPROOFING WOOD SURFACES		1.50	1.00	1.50	1.00	-
12	INTERIOR PAINTING SURFACES	NA	1.95	.45	.45	.50	-

Bidder's Information

Company: Roof Maintenance by Hunter II

Authorized Representative: Mike Goodman

Address: 7501 NW 33rd Court

Telephone: 954-455-0515

Email: MGoodman@MyRoofingOil.Com

Authorized Representative's Signature: [signature]

K. NOTICES - Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

For City:

City of Miami Beach
Public Works-Property Management Division
1245 Michigan Avenue, Miami Beach, FL 33139
Attn: Anthony Kanlewski, Property Management, Division Director
Phone: 305-673-7000 ext. 2914
Email: AnthonyKanlewski@miamibeachfl.gov;

With copies to:

City Clerk;
City Clerk Office
1700 Convention Center Drive
Miami Beach, Florida 33139

For Contractor:

Hartzell Painting Contractors
2301 NW 33rd Court, Ste. 112
Pompano Beach, FL 33069
Attn: Mike Goodwin
Phone: 954-956-0916
Fax: 954-957-8766
Email: mgoodwin@hartzellpainting.com

L. MATERIALITY AND WAIVER OF BREACH - City and Contractor agree that each requirement, duty, and obligation set forth in the Contract Documents is substantial and important to the formation of this Contract and, therefore, is a material term hereof.

City's failure to enforce any provision of the Contract Documents shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

M. SEVERANCE - In the event a portion of this Contract and/or the Contract Documents is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless City or Contractor elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

N. APPLICABLE LAW AND VENUE - This Contract and/or the Contract Documents shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. By entering into this Contract, Contractor and City hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to, or arising out of the Contract and/or the Contract Documents. Contractor, shall specifically bind all subcontractors to the provisions of this Contract and the Contract Documents.

O. AMENDMENTS - No modification, amendment, or alteration in the terms or conditions contained herein, or in the Contract Documents, shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by the City and Contractor.

P. This Contract shall not be effective until all bonds and insurance(s) required under the Contract Documents have been submitted to, and approved by, the City's Risk Manager.

Q. The ITB and Contractor's bid in response thereto, are attached to this Contract and are hereby adopted by reference and incorporated herein as if fully set forth in this Contract. Accordingly, Contractor agrees to abide by and be bound by any and all of the documents incorporated by the Contract Documents. Where there is a conflict between any provision set forth within (i) this Contract; (ii) the ITB; and /or (iii) Contractor's bid in response thereto, the more stringent provision (as enforced by the City) shall prevail.

PURCHASE REQUISITION NBR: 0000070308

REQUISITION BY: FACILITIES/CIP/AGCA

STATUS: INSUFFICIENT FUNDS
REASON: EZELL HESTER CENTER-WOOD PAVILLION PAINTING & ROOF

DATE: 11/29/17

SHIP TO LOCATION: PUBLIC WORKS

SUGGESTED VENDOR: 10931 HARTZELL CONSTRUCTION INC

DELIVER BY DATE: 11/30/17

1	WOOD PAVILLION PAINTING AND ROOFING COMMODITY: BUILDING MAINTENANCE SER SUBCOMMOD: PAINTING & SANDBLASTING	3720.40	DL	1.0000	3720.40

REQUISITION TOTAL: 3720.40

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	001251151951110	SUPPLIES OFFICE SUPPLIES		100.00	3720.40
					3720.40

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

PIGGYBACKING CITY OF MIAMI CONTRACT
#ITB-2014-191-SW EXPIRES 10/21/18

* Tony needs to enter project #
* Change account #

& OK

REQUEST FOR OFFICE ASSISTANCE

FROM: GAIL Hester Date: 11/27/17

*PRIORITY / DATE NEEDED BY:

Copy Work – Number of Copies: _____ [Double-sided / Collated Stapled / _____]
Distribution: _____

☐ Type from the attached / transcription tape / email (to be forwarded upon request)

☐ Request for 121/Direct Pay Req. for the attached -
Vendor or Person to be reimbursed:
Account Number: ___-____-___.__-__Project No.: _____

Request for Requisition -
Vendor:
HARRELL PAINTING CONTRACTORS

Account Number: 302-4209-572.62-01 (48 avl) Project No.: RP1817

List Items w/Quantities Unit Costs on the back of this request.

Verbal Quotes ($500 to $1,999):Vendor: _____ Cost: _____

Vendor: _____

Vendor: _____ Cost: _____

☐ Written Quotes ($2,000 to $9,999.99) – Attached.

Written Quotes ($10,000 to $24,999) w/Purchases over $10,000 Form – Attached.

Bid/City (Over $25,000): Bid # _____

Bid/Other Entity (Over $25,000): Bid #, Bid Eff. Dates, Bid Quotes – Attached

☐ File As: _____

☑ OTHER: CITY OF MIAMI BEACH ITB-2014-191-SW - (10-21-17 – 10-21-18)

Special Instructions:
CIP Project
Ezell Hester Center – Wood Pavilion Painting and roofing $ 3720.40

Request completed by: _____ Date completed: 11/27/17

Please sign and return this form to the Office Staff's Inbox; feel free to make any comments below.

Quality Service Integrity

HARTZELL

PAINTING CONTRACTORS

November 21, 2017

Specifically prepared for: Public Works
City of Boynton Beach

Billing address: City of Boynton Beach
Public Works Department
222 NE 9th Ave.
Boynton Beach, FL 33435
mootzg@bbfl.com

Overview: The following proposal is based upon all approved units and specifications contained in the 3 year term contract awarded October 21, 2014, City Wide Painting and Waterproofing Services, ITB2014-191.

Job site/Reference location: 1901 N. Seacrest Blvd. Boynton Beach, FL 33435
(Ezell Hester Pavilion)

Scope of Work/Schedule of Values:

Description	Qty	Rate	Value
Pressure clean surfaces	9205F	.07	$ 64.40 ✓
Priming exterior roof and soffit 1 coat	9205F	.50	$ 460.00 ✓
Painting exterior roof with Sherwin Williams DTM Paint and soffit with Sherwin Williams Super Paint 2 coats	9205F	1.30	$ 1,196.00 ✓
Repair metal section on roof			$ 2,000.00 ✓

Total contract value: $ 3,720.40

This Agreement is accepted and agreed upon this_____day of _____, 2017.

City of Boynton Beach
By:

(Signature)

Roof Painting by Hartzell, Inc.

Leo Citrangulo

PHONE: 954-957-9761 ▮ FAX: 954-957-9766 ▮ TOLL FREE: 800-841-4859
2301 N.W. 33rd Court, Suite 112 ▮ Pompano Beach, FL. 33069
CBC 1252652

MIAMIBEACH

Procurement Department, 1755 Meridian Avenue, 3rd Floor, Miami Beach, Florida 33139, www.miamibeachfl.gov 305-673-7490

Submitted via E-mail to: mgoodwin@myhartzell.com

~~October 19, 2017~~

Mike Goodwin
Hartzell Painting Contractors
2301 Northwest 33 Court, Suite 112
Pompano Beach, Florida 33069

Subject: AGREEMENT PURSUANT TO INVITATION TO BID (ITB) NO. 2014-191-SW FOR CITYWIDE INTERIOR AND EXTERIOR PAINTING AND WATERPROOFING

Dear Mike Goodwin:

The Agreement between the City of Miami Beach (the "City") and Hartzell Painting Contractors ("Contractor"), pursuant to ITB No. 2014-191-SW for citywide interior and exterior painting and waterproofing (the "Agreement"), expires on October 21, 2017. This letter serves as notification that the City Manager has approved a one (1) year renewal of the Agreement through October 21, 2018.

Therefore, the City seeks concurrence from the Contractor to renew the Agreement at the same terms, conditions, and pricing as set forth pursuant to the above-referenced ITB.

Please indicate your acceptance of the aforementioned renewal by executing below as indicated. Should you have any questions or need additional information please contact Febe Perez at 305-673-7490 or febeperez@miamibeachfl.gov

Thank you,

Alex Denis
Procurement Director

Please sign below as your acceptance and return this letter via email to: febeperez@miamibeachfl.gov

Signature: [signature]

Printed Name: Mike Goodwin

Title: Project Director

MIAMIBEACH

CITY OF MIAMI BEACH
CERTIFICATION OF CONTRACT

TITLE: For Citywide Interior and Exterior Painting and Waterproofing

CONTRACT NO.: ITB- 2014-191-SW

EFFECTIVE DATE(S): This Contract shall remain in effect for three (3) years from date of Contract execution by the Mayor and City Clerk, and may be renewed, at the sole discretion of the City, though its City Manager, for two (2) additional one (1) Year periods.

SUPERSEDES: N/A

CONTRACTOR(S): Hartzell Painting Contractors

ESTIMATED ANNUAL CONTRACT AMOUNT: N/A

A. AUTHORITY - Upon affirmative action taken by the Mayor and City Commission of the City of Miami Beach, Florida, on September 10, 2014 for approval to award a contract, upon execution between the City of Miami Beach, Florida, and Contractor.

B. EFFECT - This Contract is entered into to provide for Citywide Interior and Exterior Painting and Waterproofing pursuant to City invitation to Bid No. 2014-191-SW and any addenda thereto (the ITB), and Contractor's bid in response thereto.(this Contract, the ITB, and Contractor's bid in response thereto may hereinafter collectively be referred to as the "Contract Documents").

C. ORDERING INSTRUCTIONS - All blanket purchase orders shall be issued in accordance with the City of Miami Beach Procurement Department policies and procedures, at the prices indicated, exclusive of all Federal, State and local taxes. All blanket purchase orders shall show the City of Miami Beach Contract Number 2014-191-SW.

D. CONTRACTOR PERFORMANCE - City of Miami Beach departments shall report any failure of Contractor's performance (or failure to perform) according to the requirements of the Contract Documents to City of Miami Beach, Anthony Kanlewski, Property Management Director at 305-673-7000 ext. 2914.

E. INSURANCE CERTIFICATE(S) - The Contractor shall file insurance Certificates, as required, which must be signed by a Registered Insurance Agent licensed in the State of Florida, and approved by the City of Miami Beach Risk Manager, prior to delivery of supplies and/or commencement of any services/work by Contractor.

F. ASSIGNMENT AND PERFORMANCE - Neither this Contract nor any interest herein shall be assigned, transferred, or encumbered by Contractor without the prior written consent of the City. In addition, Contractor shall not subcontract delivery of supplies, or any portion of work and/or services required by the Contract Documents without the prior written consent of the City.

APPENDIX E
"REVISED" BID TENDER FORM

~~Failure to submit this Bid Price Form, in its entirety and fully executed by the deadline established for receipt of bids, will result in rejection of your bid as non-responsive and non-responsible.~~

Bidder affirms that the prices stated on the proposal price form below represents the entire cost of the items in full accordance with the requirements of this ITB, inclusive of its terms, conditions, specifications and other requirements stated herein, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost increase or any other unless a cost escalation provision is allowed herein and has been exercised by the City Manager in advance. The Bid Tender Form shall be completed mechanically or, if manually, in ink. Bid Tender Forms completed in pencil shall be deemed non-responsive. All corrections on the Bid Tender Form shall be initialed.

Item No.	Item Description	Unit	Price per Square Foot				
	SERVICES		EPOXY	LATEX (Acrylic, Satin, Gloss, Semi-gloss)	OIL	PRIMER	
1	PRESSURE WASHING	.07	N/A		N/A		N/A
2	SAND BLASTING	1.75	N/A		N/A		N/A
3	STRIPPING	2.50			N/A		N/A
4	JOINT SEALANT REPLACEMENT CLEAN AND SEAL	N/C	20.00	N/C	N/C	N/C	N/A
4A	TUCK POINTING TO BE PERFORMED WITH MORTAR TO MATCH EXISTING BUILDING CONDITIONS.	N/A	N/A		N/A		4.00
4B	STONE REPAIR	6.00	N/A		N/A		
5A	EXTERIOR WINDOW JOINTS FRAME TO GLASS OR FRAME TO STUCCO/CONCRETE	N/A	N/A	N/A			3.50
5B	CONTROL JOINTS					N/A	20.00
5C	CAULKING	N/A				N/A	2.00
6A	CONCRETE RESTORATION AND REPAIR	16.00				N/A	
6B	STUCCO REMOVAL AND REPAIR	14.00					
6C	CMU BLOCK RESTORATION AND REPAIR	100.00	N/A		N/A		N/A
6D	STEEL BEAM SUPPORT CLEAN, PRIME, PREPARATION FOR STUCCO SURFACING	2.00	N/A	N/A			
6E	REBAR CLEAN, PRIME AND PREPARATION FOR CONCRETE RESTORATION					N/A	95.00
7	EXTERIOR LINTELS – PREPARE AND RESTORE	N/A	3.00	2.00	2.00	2.00	
8	EXTERIOR COLUMNS – PREPARE AND RESTORE	N/A	3.00	2.00	2.00	2.00	
9	EXTERIOR VERTICAL STUCCO/ CMU SURFACE PAINTING / WATERPROOFING	N/A	.90	.45	.85	.50	
10	EXTERIOR PAINTING/ WATERPROOFING METAL SURFACES		.90	.45	.55	.50	
11	EXTERIOR PAINTING/WATERPROOFING WOOD SURFACES		1.50	1.00	1.50	1.00	
12	INTERIOR PAINTING SURFACES	N/A	.90	.45	.85	.50	

Bidder Information	
Company:	Roof Painting by Hunter II
Authorized Representative:	Mike Goodwin
Address:	2901 NW 33rd Court
Telephone:	954-558-0515
Email:	MGoodwin@myhunter11.com
Authorized Representative's Signature:	

K. NOTICES - Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

For City:

City of Miami Beach
Public Works-Property Management Division
1245 Michigan Avenue, Miami Beach, FL 33139
Attn: Anthony Kaniewski, Property Management Division Director
Phone: 305-673-7000 ext. 2914
Email: AnthonyKaniewski@miamibeachfl.gov

With copies to:

City Clerk
City Clerk Office
1700 Convention Center Drive
Miami Beach, Florida 33139

For Contractor:

Harlan Painting Contractors
2301 NW 33rd Court, Ste. 112
Pompano Beach, FL 33069
Attn: Mike Goodwin
Phone: 954-668-0515
Fax: 954-957-8766
E-mail: mgoodwin@harlanfl.com

L. MATERIALITY AND WAIVER OF BREACH - City and Contractor agree that each requirement, duty, and obligation set forth in the Contract Documents is substantial and important to the formation of this Contract and, therefore, is a material term hereof.

City's failure to enforce any provision of the Contract Documents shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

M. SEVERANCE - In the event a portion of this Contract and/or the Contract Documents is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless City or Contractor elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

N. APPLICABLE LAW AND VENUE - This Contract and/or the Contract Documents shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. By entering into this Contract, Contractor and City hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to, or arising out of the Contract and/or the Contract Documents. Contractor, shall specifically bind all subcontractors to the provisions of this Contract and the Contract Documents.

O. AMENDMENTS - No modification, amendment, or alteration in the terms or conditions contained herein, or in the Contract Documents, shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by the City and Contractor.

P. This Contract shall not be effective until all bonds and insurance(s) required under the Contract Documents have been submitted to, and approved by, the City's Risk Manager.

Q. The ITB and Contractor's bid in response thereto, are attached to this Contract and are hereby adopted by reference and incorporated herein as if fully set forth in this Contract. Accordingly, Contractor agrees to abide by and be bound by any and all of the documents incorporated by the Contract Documents. Where there is a conflict between any provision set forth within (i) this Contract; (ii) the ITB; and /or (iii) Contractor's bid in response thereto, the more stringent provision (as enforced by the City) shall prevail.

Ezell Hester

1901 N Seacrest Boulevard

Print Date: 10/25/2017
Image Date:01/29/2012
Level:Neighborhood

Print Date: 10/25/2017
Image Date:01/29/2012
Level:Neighborhood

- BELL HESTER
- P.W
- PREP, REPAIR, SEAL, PAINT

$ OK

REQUEST FOR OFFICE ASSISTANCE

FROM: Eric Matz Date: 11/27/17

*PRIORITY / DATE NEEDED BY:

Copy Work – Number of Copies: _____ [Double-sided / Collated Stapled / _____]
Distribution: _____

☐ Type from the attached / transcription tape / email (to be forwarded upon request)

☐ Request for 121/Direct Pay Req. for the attached -
Vendor or Person to be reimbursed:
Account Number: ___-____-___.__-__Project No.: _____

Request for Requisition -
Vendor:
Whitzell Painting Contractors

Account Number: 303 -4101-580.64-18 (#5,500) Project No.: _____

List Items w/Quantities Unit Costs on the back of this request.

☐ Verbal Quotes ($500 to $1,999):Vendor: _____ Cost: _____

Vendor: _____

Vendor: _____ Cost: _____

Written Quotes ($2,000 to $9,999.99) – Attached.

Written Quotes ($10,000 to $24,999) w/Purchases over $10,000 Form – Attached.

Bid/City (Over $25,000): Bid # _____

Bid/Other Entity (Over $25,000): Bid #, Bid Eff. Dates, Bid Quotes – Attached

File As: _____

OTHER: City of Miami Beach ITB-2014-191-SW (10-21-17-10-21-18)

Special Instructions:
CIP Project
Oceanfront Park - paint-roof Pavilions, Bathrooms, Life Bldg # 12712.00

Request completed by: _____ Date completed: 11/27/17

Please sign and return this form to the Office Staff's inbox; feel free to make any comments below.

Quality Service Integrity

HARTZELL

PAINTING CONTRACTORS

November 21, 2017

Specifically prepared for: Public Works
City of Boynton Beach

Billing address:
City of Boynton Beach
Public Works Department
222 NE 9th Ave.
Boynton Beach, FL 33435
mootzg@bbfl.com

Overview: The following proposal is based upon all approved units and specifications contained in the 3 year term contract awarded October 21, 2014, City Wide Painting and Waterproofing Services, ITB2014-191.

Job site/Reference location: **6415 N. Ocean Blvd. Boynton Beach, FL 33435**
(Ocean Ridge – Four (4) Roofs)

Scope of Work/Schedule of Values:

Description	Qty	Rate	Value
Pressure clean 4 Roofs	5,600SF	.07	$ 392.00
Priming 4 metal roofs with Sherwin Williams Micropoxy Acrolon 1 coat	5,600SF	.50	$ 2,800.00
Painting 4 metal roofs with Sherwin Williams DTM Paint 2 coats	5,600SF	1.70	$ 9,520.00

Total contract value: $ 12,712.00

This Agreement is accepted and agreed upon this_____day of _____, 2017.

City of Boynton Beach
By:

_____
(Signature)

Roof Painting by Hartzell, Inc.

_____
Leo Citrangulo

PHONE: 954-957-9761 ▪ FAX: 954-957-9786 ▪ TOLL FREE: 800-941-4859
2301 N.W. 33rd Court, Suite 112 ▪ Pompano Beach, FL. 33069
CBC 1252852

MIAMIBEACH

Procurement Department, 1755 Meridian Avenue, 3rd Floor, Miami Beach, Florida 33139, www.miamibeachfl.gov 305-673-7490

Submitted via E-mail to: mgoodwin@myhartzell.com

October 19, 2017

Mike Goodwin
Hartzell Painting Contractors
2301 Northwest 33 Court, Suite 112
Pompano Beach, Florida 33069

Subject: **AGREEMENT PURSUANT TO INVITATION TO BID (ITB) NO. 2014-191-SW FOR CITYWIDE INTERIOR AND EXTERIOR PAINTING AND WATERPROOFING**

Dear Mike Goodwin:

The Agreement between the City of Miami Beach (the "City") and Hartzell Painting Contractors ("Contractor"), pursuant to ITB No. 2014-191-SW for citywide interior and exterior painting and waterproofing (the "Agreement"), expires on October 21, 2017. This letter serves as notification that the City Manager has approved a one (1) year renewal of the Agreement through October 21, 2018.

Therefore, the City seeks concurrence from the Contractor to renew the Agreement at the same terms, conditions, and pricing as set forth pursuant to the above-referenced ITB.

Please indicate your acceptance of the aforementioned renewal by executing below as indicated. Should you have any questions or need additional information please contact Febe Perez at 305-673-7490 or febeperez@miamibeachfl.gov

Thank you,

Alex Denis
Procurement Director

Please sign below as your acceptance and return this letter via email to: febeperez@miamibeachfl.gov

Signature:

Printed Name: Mike Goodwin

Title: Project Director

MIAMIBEACH

CITY OF MIAMI BEACH
CERTIFICATION OF CONTRACT

TITLE:	For Citywide Interior and Exterior Painting and Waterproofing
CONTRACT NO.:	ITB- 2014-191-SW
EFFECTIVE DATE(S):	This Contract shall remain in effect for three (3) years from date of Contract execution by the Mayor and City Clerk, and may be renewed, at the sole discretion of the City, though it's City Manager, for two (2) additional one (1) Year periods.
SUPERSEDES:	N/A
CONTRACTOR(S):	Herzell Painting Contractors

ESTIMATED ANNUAL CONTRACT AMOUNT: N/A

A. AUTHORITY - Upon affirmative action taken by the Mayor and City Commission of the City of Miami Beach, Florida, on September 10, 2014 for approval to award a contract, upon execution between the City of Miami Beach, Florida, and Contractor.

B. EFFECT - This Contract is entered into to provide for Citywide Interior and Exterior Painting and Waterproofing pursuant to City Invitation to Bid No. 2014-191-SW and any addenda thereto (the ITB), and Contractor's bid in response thereto.(this Contract, the ITB, and Contractor's bid in response thereto may hereinafter collectively be referred to as the "Contract Documents").

C. ORDERING INSTRUCTIONS - All blanket purchase orders shall be issued in accordance with the City of Miami Beach Procurement Department policies and procedures, at the prices indicated, exclusive of all Federal, State and local taxes. All blanket purchase orders shall show the City of Miami Beach Contract Number 2014-191-SW.

D. CONTRACTOR PERFORMANCE - City of Miami Beach departments shall report any failure of Contractor's performance (or failure to perform) according to the requirements of the Contract Documents to City of Miami Beach, Anthony Kanlewski, Property Management Director at 305-673-7000 ext. 2914.

E. INSURANCE CERTIFICATE(S) - The Contractor shall file insurance Certificates, as required, which must be signed by a Registered Insurance Agent licensed in the State of Florida, and approved by the City of Miami Beach Risk Manager, prior to delivery of supplies and/or commencement of any services/work by Contractor.

F. ASSIGNMENT AND PERFORMANCE - Neither this Contract nor any interest herein shall be assigned, transferred, or encumbered by Contractor without the prior written consent of the City. In addition, Contractor shall not subcontract delivery of supplies, or any portion of work and/or services required by the Contract Documents without the prior written consent of the City.

APPENDIX E
"REVISED" BID TENDER FORM

Bidder affirms that the prices stated on the proposal price form below represents the entire cost of the items in full accordance with the requirements of this ITB, inclusive of its terms, conditions, specifications and other requirements stated herein, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other unless a cost escalation provision is allowed herein and has been exercised by the City Manager in advance. The Bid Tender Form shall be completed mechanically or, if manually, in ink. Bid Tender Forms completed in pencil shall be deemed non-responsive. All corrections on the Bid Tender Form shall be initialed.

Item No.	SERVICES	Item Quantity	EPOXY	LATEX (Acrylic, Satin, Gloss, Semi-gloss)	OIL	PRIMER	Price per Item
1	PRESSURE WASHING	.07	NA	NA	NA	NA	NA
2	SAND BLASTING	6.75	NA	[illegible]	NA	[illegible]	NA
3	STRIPPING	2.50	[illegible]	[illegible]	NA	[illegible]	NA
4	JOINT SEALANT REPLACEMENT CLEAN AND SEAL	NA	20.00	n/a	n/a	n/a	NA
4A	TUCK POINTING TO BE PERFORMED WITH MORTAR TO MATCH EXISTING BUILDING CONDITIONS.	NA	[illegible]	[illegible]	NA	[illegible]	4.00
4B	STONE REPAIR	2.00	NA	NA	NA	[illegible]	[illegible]
5A	EXTERIOR WINDOW JOINTS FRAME TO GLASS OR FRAME TO STUCCO/CONCRETE	[illegible]	NA	NA	[illegible]	[illegible]	3.50
5B	CONTROL JOINTS	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	20.00
5C	GENERAL CAULKING	[illegible]	[illegible]	[illegible]	[illegible]	NA	2.00
6A	CONCRETE RESTORATION AND REPAIR	16.00	[illegible]	[illegible]	[illegible]	NA	[illegible]
6B	STUCCO REMOVAL AND REPAIR	14.00	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
6C	CMU BLOCK RESTORATION AND REPAIR	100.00	NA	NA	NA	[illegible]	[illegible]
6D	STEEL BEAM SUPPORT CLEAN, PRIME, PREPARATION FOR STUCCO SURFACING	2.00	NA	NA	NA	[illegible]	[illegible]
6E	REBAR CLEAN, PRIME AND PREPARATION FOR CONCRETE RESTORATION	[illegible]	[illegible]	[illegible]	[illegible]	NA	95.00
7	EXTERIOR LINTELS – PREPARE AND RESTORE	NA	3.00	2.50	2.00	2.00	—
8	EXTERIOR COLUMNS – PREPARE AND RESTORE	NA	3.00	2.50	2.00	2.00	—
9	EXTERIOR VERTICAL STUCCO CMU SURFACE PAINTING / WATERPROOFING	NA	1.00	.65	.85	.50	—
10	EXTERIOR PAINTING/ WATERPROOFING METAL SURFACES	[illegible]	1.00	.65	.85	.50	—
11	EXTERIOR PAINTING/WATERPROOFING WOOD SURFACES	[illegible]	1.00	1.00	1.00	1.00	—
12	INTERIOR PAINTING SURFACES	NA	1.00	.65	.85	.50	—

Bidder's Information

Company: Roof Painting by Hamden II

Authorized Representative: Mike Goodwin

Address: 2001 NW 32nd Court

Telephone: 954-458-0515

Email: MGoodwin@myhamden.com

Authorized Representative's Signature: [signature]

Certification of Contract

K. NOTICES - Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

For City:

City of Miami Beach
Public Works-Property Management Division
3246 Michigan Avenue, Miami Beach, FL 33139
Attn: Anthony Kanlewald, Property Management, Division Director
Phone: 305-673-7000 ext. 2914
Email: AnthonyKanlewald@miamibeachfl.gov

With copies to:

City Clerk;
City Clerk Office
1700 Convention Center Drive
Miami Beach, Florida 33139

For Contractor:

Hertzell Painting Contractors
2301 NW 33rd Court, Ste. 112
Pompano Beach, FL 33069
Attn: Mike Goodwin
Phone: 954-668-0515
Fax: 954-957-9766
Email: mgoodwin@myhertzell.com

L. MATERIALITY AND WAIVER OF BREACH - City and Contractor agree that each requirement, duty, and obligation set forth in the Contract Documents is substantial and important to the formation of this Contract and, therefore, is a material term hereof.

City's failure to enforce any provision of the Contract Documents shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

M. SEVERANCE - In the event a portion of this Contract and/or the Contract Documents is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless City or Contractor elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

N. APPLICABLE LAW AND VENUE - This Contract and/or the Contract Documents shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. By entering into this Contract, Contractor and City hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to, or arising out of the Contract and/or the Contract Documents. Contractor, shall specifically bind all subcontractors to the provisions of this Contract and the Contract Documents.

O. AMENDMENTS - No modification, amendment, or alteration in the terms or conditions contained herein, or in the Contract Documents, shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by the City and Contractor.

P. This Contract shall not be effective until all bonds and insurance(s) required under the Contract Documents have been submitted to, and approved by, the City's Risk Manager.

Q. The ITB and Contractor's bid in response thereto, are attached to this Contract and are hereby adopted by reference and incorporated herein as if fully set forth in this Contract. Accordingly, Contractor agrees to abide by and be bound by any and all of the documents incorporated by the Contract Documents. Where there is a conflict between any provision set forth within (i) this Contract; (ii) the ITB; and /or (iii) Contractor's bid in response thereto, the more stringent provision (as enforced by the City) shall prevail.

Oceanfront Park

6415 N Ocean Boulevard Ocean Ridge

Print Date: 10/25/2017
Image Date:02/17/2012
Level:Community

Print Date: 10/26/2017
Image Date:01/20/2012
Level:Neighborhood

- OVERHEAD FRONT
- P.W
- PREP, SEAL, PAINT ROOFS

REQUEST FOR OFFICE ASSISTANCE

FROM: Gari Mastro Date: 11/27/17

*PRIORITY / DATE NEEDED BY:

Copy Work – Number of Copies: _____ [Double-sided / Collated Stapled / _____]
Distribution: _____

☐ Type from the attached / transcription tape / email (to be forwarded upon request)

☐ Request for 121/Direct Pay Req. for the attached -
Vendor or Person to be reimbursed:
Account Number: ___-____-___-__-__Project No.: _____

Request for Requisition -
Vendor:
Painting Contractor
Account Number: 301-4113-572.62-01 (145001) Project No.: RP1818

List Items w/Quantities Unit Costs on the back of this request.

☐ Verbal Quotes ($500 to $1,999):Vendor: _____Cost: _____

Vendor: _____

Vendor: _____Cost: _____

Written Quotes ($2,000 to $9,999.99) – Attached.

☐ Written Quotes ($10,000 to $24,999) w/Purchases over $10,000 Form – Attached.

Bid/City (Over $25,000): Bid # _____

Bid/Other Entity (Over $25,000): Bid #, Bid Eff. Dates, Bid Quotes – Attached

File As: _____

☑ OTHER: City of Miami, ITB 2014-191-SW (10-21-17 - 10-21-18)

Special Instructions:
CIP Project
Carolyn Sims Center and Denson Pool - Paint exterior # 144506.00

Request completed by: _____ Date completed: 11/27/17

Please sign and return this form to the Office Staff's Inbox; feel free to make any comments below.

Quality Service Integrity

HARTZELL

PAINTING CONTRACTORS

$ 30294.-
$ 14212.-
$ 44,506-

November 21, 2017

Specifically prepared for: Public Works
City of Boynton Beach

Billing address: City of Boynton Beach
Public Works Department
222 NE 8th Ave.
Boynton Beach, FL 33435
mootzg@bbfl.com

Overview: The following proposal is based upon all approved units and specifications contained in the 5 year term contract awarded October 21, 2014, City Wide Painting and Waterproofing Services, ITB2014-181.

Job site/Reference location: 125 NW 13th Avenue, Boynton Beach, FL 33435
(Carolyn Sims)

Scope of Work/Schedule of Values:

Description	Qty	Rate	Value
Pressure clean surfaces	16,200SF	.07	$ 1,134.00 ✓
Priming exterior walls with Sherwin Williams Pro-Block Primer 1 coat	16,200SF	.50	$ 8,100.00 ✓
Painting exterior walls with Sherwin Williams Super Paint 2 coats	16,200SF	1.30	$ 21,060.00 ✓

Total contract value: $ 30,294.00

This Agreement is accepted and agreed upon this_____ day of _____, 2017.

City of Boynton Beach
By:

_____
(Signature)

Roof Painting by Hartzell, Inc.

_____
Leo Citranguio

PHONE: 954-957-9781 ▪ FAX: 954-957-9786 ▪ TOLL FREE: 800-841-4869
2301 N.W. 33rd Court, Suite 112 ▪ Pompano Beach, FL. 33069
CBC 1252852

Quality Service Integrity

HARTZELL

PAINTING CONTRACTORS

November 21, 2017

Specifically prepared for: Public Works
City of Boynton Beach

Billing address: City of Boynton Beach
Public Works Department
222 NE 8th Ave.
Boynton Beach, FL 33435
mootzg@bbfl.com

Overview: The following proposal is based upon all approved units and specifications contained in the 3 year term contract awarded October 21, 2014, City Wide Painting and Waterproofing Services, ITB2014-181.

Job site/Reference location: 125 NW 13th Avenue, Boynton Beach, FL 33435
(Carolyn Sims – Denson Pool)

Scope of Work/Schedule of Values:

Description	Qty	Rate	Value
Pressure clean surfaces	7,600SF	.07	$ 532.00
Priming exterior walls with Sherwin Williams Pro-Block Primer 1 coat	7,600SF	.50	$ 3,800.00
Painting exterior walls with Sherwin Williams Super Paint 2 coats	7,600SF	1.30	$ 9,880.00

Total contract value: $ 14,212.00

This Agreement is accepted and agreed upon this_____ day of _____, 2017.

City of Boynton Beach
By:

_____
(Signature)

Roof Painting by Hartzell, Inc.

_____
Leo Citrangulo

PHONE: 954-957-9761 ▮ FAX: 954-957-9766 ▮ TOLL FREE: 800-841-4859
2301 N.W. 33rd Court, Suite 112 ▮ Pompano Beach, FL. 33069
CBC 1252852

MIAMIBEACH

Procurement Department, 1755 Meridian Avenue, 3rd Floor, Miami Beach, Florida 33139, www.miamibeachfl.gov 305-673-7490

Submitted via E-mail to: mgoodwin@myhartzell.com

October 19, 2017

Mike Goodwin
Hartzell Painting Contractors
2301 Northwest 33 Court, Suite 112
Pompano Beach, Florida 33069

Subject: AGREEMENT PURSUANT TO INVITATION TO BID (ITB) NO. 2014-191-SW FOR CITYWIDE INTERIOR AND EXTERIOR PAINTING AND WATERPROOFING

Dear Mike Goodwin:

The Agreement between the City of Miami Beach (the "City") and Hartzell Painting Contractors ("Contractor"), pursuant to ITB No. 2014-191-SW for citywide interior and exterior painting and waterproofing (the "Agreement"), expires on October 21, 2017. This letter serves as notification that the City Manager has approved a one (1) year renewal of the Agreement through October 21, 2018.

Therefore, the City seeks concurrence from the Contractor to renew the Agreement at the same terms, conditions, and pricing as set forth pursuant to the above-referenced ITB.

Please indicate your acceptance of the aforementioned renewal by executing below as indicated. Should you have any questions or need additional information please contact Febe Perez at 305-673-7490 or febeperez@miamibeachfl.gov

Thank you,

Alex Denis
Procurement Director

Please sign below as your acceptance and return this letter via email to: febeperez@miamibeachfl.gov

Signature: _____

Printed Name: Mike Goodwin

Title: Project Director

MIAMIBEACH

CITY OF MIAMI BEACH
CERTIFICATION OF CONTRACT

TITLE: For Citywide Interior and Exterior Painting and Waterproofing

CONTRACT NO.: ITB- 2014-191-SW

EFFECTIVE DATE(S): This Contract shall remain in effect for three (3) years from date of Contract execution by the Mayor and City Clerk, and may be renewed, at the sole discretion of the City, though its City Manager, for two (2) additional one (1) Year periods.

SUPERSEDES: N/A

CONTRACTOR(S): Hartzell Painting Contractors

ESTIMATED ANNUAL CONTRACT AMOUNT: N/A

A. AUTHORITY - Upon affirmative action taken by the Mayor and City Commission of the City of Miami Beach, Florida, on September 10, 2014 for approval to award a contract, upon execution between the City of Miami Beach, Florida, and Contractor.

B. EFFECT - This Contract is entered into to provide for Citywide Interior and Exterior Painting and Waterproofing pursuant to City Invitation to Bid No. 2014-191-SW and any addenda thereto (the ITB), and Contractor's bid in response thereto.(this Contract, the ITB, and Contractor's bid in response thereto may hereinafter collectively be referred to as the "Contract Documents").

C. ORDERING INSTRUCTIONS - All blanket purchase orders shall be issued in accordance with the City of Miami Beach Procurement Department policies and procedures, at the prices indicated, exclusive of all Federal, State and local taxes. All blanket purchase orders shall show the City of Miami Beach Contract Number 2014-191-SW.

D. CONTRACTOR PERFORMANCE - City of Miami Beach departments shall report any failure of Contractor's performance (or failure to perform) according to the requirements of the Contract Documents to City of Miami Beach, Anthony Kanlewski, Property Management Director at 305-673-7000 ext. 2914.

E. INSURANCE CERTIFICATE(S) - The Contractor shall file insurance Certificates, as required, which must be signed by a Registered Insurance Agent licensed in the State of Florida, and approved by the City of Miami Beach Risk Manager, prior to delivery of supplies and/or commencement of any services/work by Contractor.

F ASSIGNMENT AND PERFORMANCE - Neither this Contract nor any interest herein shall be assigned, transferred, or encumbered by Contractor without the prior written consent of the City. In addition, Contractor shall not subcontract delivery of supplies, or any portion of work and/or services required by the Contract Documents without the prior written consent of the City.

APPENDIX E

"REVISED" BID TENDER FORM

Failure to submit Bid Price Form in its entirety and fully completed may result in your Bid being rejected. The City reserves the right to accept proposals with variations and to waive informalities and technicalities in proposals received.

Bidder affirms that the prices stated on the proposal price form below represents the entire cost of the items in full accordance with the requirements of this ITB, inclusive of its terms, conditions, specifications and other requirements stated herein, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other unless a cost escalation provision is allowed herein and has been executed by the City Manager in advance. The Bid Tender Form shall be completed mechanically or, if manually, in ink. Bid Tender Forms completed in pencil shall be deemed non-responsive. All corrections on the Bid Tender Form shall be initialed.

Item No.	Item Description / SERVICES	Approx. Quantity	Price per Square Foot / Linear Foot / Each / Lump Sum				Price per Unit
			EPOXY	LATEX (Gloss, Satin, Semi-gloss)	OIL	PRIMER	
1	PRESSURE WASHING	450 SF	N/A	N/A	N/A	N/A	N/A
2	SAND BLASTING	6.2K	N/A	N/A	N/A	N/A	N/A
3	STRIPPING	2 SF	N/A	N/A	N/A	N/A	N/A
4	JOINT SEALANT REPLACEMENT CLEAN AND SEAL	N/A	20	N/A	N/A	N/A	N/A
4A	TUCKPOINTING TO BE PERFORMED WITH MORTAR TO MATCH EXISTING BUILDING CONDITIONS.	N/A	N/A	N/A	N/A	N/A	4.00
4B	STONE REPAIR	450 SF	N/A	N/A	N/A	N/A	N/A
5A	EXTERIOR WINDOW JOINTS FRAME TO GLASS OR FRAME TO STUCCO/CONCRETE	1 LF	N/A	N/A	N/A	N/A	3.50
5B	CONTROL JOINTS	1 LF	N/A	N/A	N/A	N/A	20.00
5C	GENERAL CAULKING	1 LF	N/A	N/A	N/A	N/A	2.00
6A	CONCRETE RESTORATION AND REPAIR	12 SF	N/A	N/A	N/A	N/A	N/A
6B	STUCCO REMOVAL AND REPAIR	14 SF	N/A	N/A	N/A	N/A	N/A
6C	CMU BLOCK RESTORATION AND REPAIR	100 SF	N/A	N/A	N/A	N/A	N/A
6D	STEEL BEAM SUPPORT CLEAN, PRIME, PREPARATION FOR STUCCO SURFACING	2 SF	N/A	N/A	N/A	N/A	N/A
6E	REBAR CLEAN, PRIME AND PREPARATION FOR CONCRETE RESTORATION	N/A	N/A	N/A	N/A	N/A	95.00
7	EXTERIOR LINTELS – PREPARE AND RESTORE	N/A	3.00	2.50	2.50	2.50	—
8	EXTERIOR COLUMNS – PREPARE AND RESTORE	N/A	3.00	2.50	2.50	2.50	—
9	EXTERIOR VERTICAL STUCCO/ CMU SURFACE PAINTING / WATERPROOFING	N/A	1.00	.45	.55	.50	—
10	EXTERIOR PAINTING/ WATERPROOFING METAL SURFACES	N/A	1.00	.45	.55	.50	—
11	EXTERIOR PAINTING/WATERPROOFING WOOD SURFACES	N/A	1.00	1.00	1.00	1.00	—
12	INTERIOR PAINTING SURFACES	N/A	1.00	.45	.55	.50	—

Bidder Information

Company: Roof Painting by Hunter II

Authorized Representative: Mike Goldstein

Address: 3501 NW 72nd Court

Telephone: 954-458-0515

Email: MGoldstein@RoofPainting.com

Authorized Representative's Signature:

K. NOTICES - Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

For City:

City of Miami Beach
Public Works-Property Management Division
1245 Michigan Avenue, Miami Beach, FL 33139
Attn: Anthony Kaniewski, Property Management, Division Director
Phone: 305-673-7000 ext. 2814
Email: AnthonyKaniewski@miamibeachfl.gov

With copies to:

City Clerk
City Clerk Office
1700 Convention Center Drive
Miami Beach, Florida 33139

For Contractor:

Hartzell Painting Contractors
2301 NW 33rd Court, Ste. 112
Pompano Beach, FL 33069
Attn: Mike Goodwin
Phone: 954-968-0515
Fax: 954-957-9766
E-mail: mgoodwin@myhartzell.com

L. MATERIALITY AND WAIVER OF BREACH - City and Contractor agree that each requirement, duty, and obligation set forth in the Contract Documents is substantial and important to the formation of this Contract and, therefore, is a material term hereof.

City's failure to enforce any provision of the Contract Documents shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

M. SEVERANCE - In the event a portion of this Contract and/or the Contract Documents is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless City or Contractor elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

N. APPLICABLE LAW AND VENUE - This Contract and/or the Contract Documents shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. By entering into this Contract, Contractor and City hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to, or arising out of the Contract and/or the Contract Documents. Contractor, shall specifically bind all subcontractors to the provisions of this Contract and the Contract Documents.

O. AMENDMENTS - No modification, amendment, or alteration in the terms or conditions contained herein, or in the Contract Documents, shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by the City and Contractor.

P. This Contract shall not be effective until all bonds and insurance(s) required under the Contract Documents have been submitted to, and approved by, the City's Risk Manager.

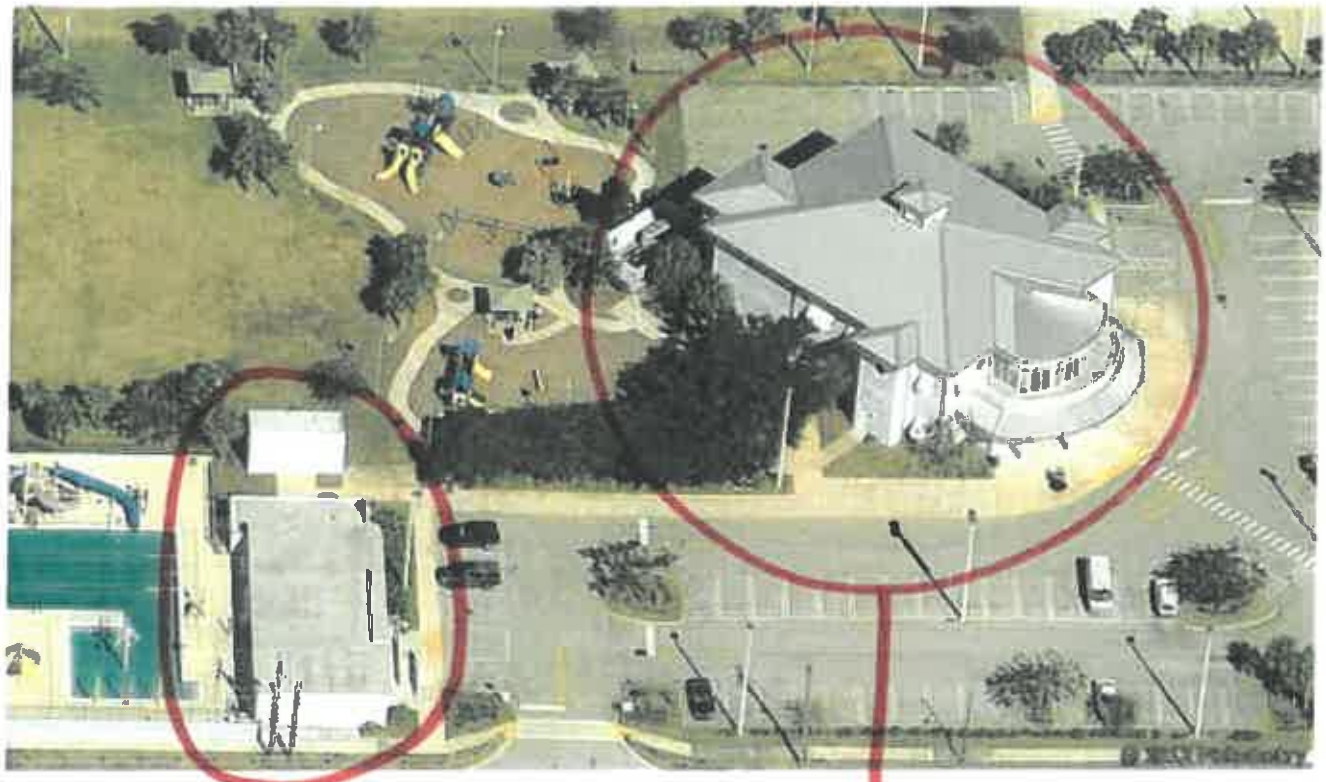
Q. The ITB and Contractor's bid in response thereto, are attached to this Contract and are hereby adopted by reference and incorporated herein as if fully set forth in this Contract. Accordingly, Contractor agrees to abide by and be bound by any and all of the documents incorporated by the Contract Documents. Where there is a conflict between any provision set forth within (i) this Contract; (ii) the ITB; and /or (iii) Contractor's bid in response thereto, the more stringent provision (as enforced by the City) shall prevail.

Carolyn Sims Center

125 NW 13th Ave

Print Date: 10/25/2017
Image Date:02/17/2012
Level:Community

- CAROLYN SIMS / DENSON POOL
  - PRESSURE WASHER
  - SEAL & PAINT



Print Date: 10/25/2017
Image Date:01/20/2012
Level:Neighborhood

CAROLYN SIMS

DENSON POOL

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/6/2018

REQUESTED ACTION BY COMMISSION:
PROPOSED RESOLUTION NO. R18-024 - Approve acceptance of a six-month interim contract extension for "Landscape Maintenance", Contract No. X020-2730-13/MMA, with various Landscape Maintenance companies effective March 1, 2018.

EXPLANATION OF REQUEST:
Interim Contract Period: March 1, 2018 - August 31, 2018

The City of Boynton Beach presently contracts with nine landscape maintenance companies for the purpose of maintaining green space associated with medians, municipal grounds, selected parks, alleys, lift stations, small city land parcels and other small areas. The current bid for this work expires February 28, 2018.

City staff is currently in the process of developing an entirely new landscape contract for public bidding. The goal is to provide contract terms that will allow for easier contract administration by one city staff member. Our current contracts often utilize several contractors in one geographic location thus causing confusion. Staff is modeling the future contract after those in other communities including Boca Raton, Delray Beach and others.
Staff needs additional time to complete the development of new bid specifications and, as such, has requested the existing nine maintenance companies to extend the terms of their contracts another six months. Each company has agreed to accept the terms of the interim contract No. X020-2730-13/MMA;
These companies are as follows:

BG Katz Property Maintenance
Creative Lawn Maintenance
Enviroscapes Plus, Inc
First Genesis Lawn Service Inc.
LV Superior Landscaping Inc.
Novo Arbor, Inc.
Phoenix Landscape Services
Superior Landscaping and Lawn Service, Inc.
Vincent and Sons Landscaping, Inc.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? Continue landscape maintenance

FISCAL IMPACT: Budgeted Continue at existing pricing levels.

ALTERNATIVES: None

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Resolution	Resolution approving 6 month extension and acceptance of landscape maintenance contracts.
Addendum	Creative Lawn
Addendum	BG Katz
Addendum	Enviroscapes
Addendum	First Genesis
Addendum	LV Superior
Addendum	Novo Arbor
Addendum	Phoenix
Addendum	Superior
Addendum	Vincent and Sons

RESOLUTION NO. R18-

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE SIX MONTH EXTENSION OF A LANDSCAPE MAINTENANCE CONTRACT AND ACCEPTANCE BY VARIOUS LANDSCAPE MAINTENANCE COMPANIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on February 19, 2013 that City Commissio9n awarded a bid for "Two Year Contract for Landscape Maintenance" Bid #202-2730-13/JMA to nine Landscape Maintenance Companies which allowed for three (3) one-year renewals; and

WHEREAS, the current bid expires February 28, 2018 however staff is currently in the process of developing a new landscape contract for public bidding and will need additional time to complete the development of new bid specifications and, as such, is requesting a six month extension of the contract with the current nine (9) companies; and

WHEREAS, upon recommendation of staff, the City Commission deems it in the best interest of the citizens and residents of the City of Boynton Beach to approve the six month extension and acceptance by the nine (9) companies of the Landscape Maintenance Contract.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. The City Commission of the City of Boynton Beach, Florida, hereby approves the six-month extension of the Landscape Maintenance Contracts with

the nine current Landscape Maintenance Companies as follows: BG Katz Property Maintenance; Creative Lawn Maintenance; Enviroscapes Plus, Inc; First Genesis Lawn Service, Inc; LV Superior Landscaping, Inc; Novo Arbor, Inc; Phoenix Landscape Services; Superior Landscaping and Lawn Service, Inc; and Vincent and Sons Landscaping, Inc.

Section 3. That this Resolution shall become effective immediately.

PASSED AND ADOPTED this _____ day of _____, 2018.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Justin Katz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Christina L. Romelus	_____	_____
Commissioner – Joe Casello	_____	_____
VOTE	_____	

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

(Corporate Seal)

The City of Boynton Beach

Finance/Procurement Services
100 E. Boynton P.O. Box 310
Beach Boulevard
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310
FAX: (561) 742-6316

November 29, 2017

David E. Brown, Owner
Creative Lawn Maintenance
2900 NW 6th Court
Pompano Beach, FL 33069
VIA EMAIL TRANSMITTAL TO: clm.greenergrass@gmail.com

RE: INTERIM CONTRACT FOR "LANDSCAPE MAINTENANCE"; CONTRACT NO. X020-2730-13/JMA

Dear Mr. Brown:

The Contract for "Landscape Maintenance" expires February 28, 2018. The replacement solicitation is currently being prepared. The purpose of this letter is to determine your desire to enter into subject term Contract No. X020-2730-13/JMA under the original pricing, terms and conditions of the current Contract No. 020-2730-13/JMA.

Interim Contract No. X020-2730-13/JMA shall commence on March 1, 2018, and shall continue on a month-to-month basis, for a period not to exceed six months or until a replacement contract is established, whichever is soonest.

Please sign in the space provided at the bottom of the page indicating your desire to enter into Interim Contract No. X020-2730-13/JMA. If you are interested, your signature will serve as an acknowledgement in accepting the offer to enter into Interim Contract No. X020-2730-13/JMA. **The signature must be from an authorized representative or officer able to bind your company.** Your response should be received in Purchasing Services no later than five (5) business days from date of this letter. Failure to respond will be deemed as tacit evidence that your firm is not interested in entering an Interim Contract.

For further information, please contact Ilyse Triestman, Purchasing Manager at 561-742-6322 or simply email back this form to: triestmani@bbfl.us or fax to 561-742-6316.

Check one: ☒ We accept your offer to enter into Interim Contract No. X020-2730-13/JMA Under the original pricing, terms and conditions of Contract No. 020-2730-13/JMA For the period identified above.

☐ We do not wish to enter into an Interim Contract.

DAVID E. BROWN — NAME
OWNER — TITLE
SIGNATURE
12-4-17 — DATE
CREATIVE LAWN MAINTENANCE — COMPANY NAME

The City of Boynton Beach

Finance/Procurement Services
100 E. Boynton P.O. Box 310
Beach Boulevard
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310
FAX: (561) 742-6316

November 29, 2017

Vladimir Foursa, Manager
B.G. Katz Property Maintenance
15800 Loxahatchee Road
Parkland, FL 33076
VIA EMAIL TRANSMITTAL TO: vladimir@bgkatz.net

RE: INTERIM CONTRACT FOR "LANDSCAPE MAINTENANCE"; CONTRACT NO. X020-2730-13/JMA

Dear Mr. Foursa:

The Contract for "Landscape Maintenance" expires February 28, 2018. The replacement solicitation is currently being prepared. The purpose of this letter is to determine your desire to enter into subject term Contract No. X020-2730-13/JMA under the original pricing, terms and conditions of the current Contract No. 020-2730-13/JMA.

Interim Contract No. X020-2730-13/JMA shall commence on March 1, 2018, and shall continue on a month-to-month basis, for a period not to exceed six months or until a replacement contract is established, whichever is soonest.

Please sign in the space provided at the bottom of the page indicating your desire to enter into Interim Contract No. X020-2730-13/JMA. If you are interested, your signature will serve as an acknowledgement in accepting the offer to enter into Interim Contract No. X020-2730-13/JMA. **The signature must be from an authorized representative or officer able to bind your company.** Your response should be received in Purchasing Services no later than five (5) business days from date of this letter. Failure to respond will be deemed as tacit evidence that your firm is not interested in entering an Interim Contract.

For further information, please contact Ilyse Triestman, Purchasing Manager at 561-742-6322 or simply email back this form to: triestmani@bbfl.us or fax to 561-742-6316.

Check one: ☒ We accept your offer to enter into Interim Contract No. X020-2730-13/JMA Under the original pricing, terms and conditions of Contract No. 020-2730-13/JMA

For the period identified above.

☐ We do not wish to enter into an Interim Contract.

Vladimir Foursa
NAME

manager
TITLE

SIGNATURE

12/11/2017
DATE

B.G. Katz
COMPANY NAME

America's Gateway to the Gulfstream

The City of Boynton Beach

Finance/Procurement Services
100 E. Boynton P.O. Box 310
Beach Boulevard
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310
FAX: (561) 742-6316

November 29, 2017

Johnny Cannon, President
Enviroscapes Plus, Inc.
6919 W. Broward Blvd., Suite 150
Plantation, FL 33317
VIA EMAIL TRANSMITTAL TO: johnny@enviroscapesplus.com

RE: INTERIM CONTRACT FOR "LANDSCAPE MAINTENANCE"; CONTRACT NO. X020-2730-13/JMA

Dear Mr. Cannon:

The Contract for "Landscape Maintenance" expires February 28, 2018. The replacement solicitation is currently being prepared. The purpose of this letter is to determine your desire to enter into subject term Contract No. X020-2730-13/JMA under the original pricing, terms and conditions of the current Contract No. 020-2730-13/JMA.

Interim Contract No. X020-2730-13/JMA shall commence on March 1, 2018, and shall continue on a month-to-month basis, for a period not to exceed six months or until a replacement contract is established, whichever is soonest.

Please sign in the space provided at the bottom of the page indicating your desire to enter into Interim Contract No. X020-2730-13/JMA. If you are interested, your signature will serve as an acknowledgement in accepting the offer to enter into Interim Contract No. X020-2730-13/JMA. **The signature must be from an authorized representative or officer able to bind your company.** Your response should be received in Purchasing Services no later than five (5) business days from date of this letter. Failure to respond will be deemed as tacit evidence that your firm is not interested in entering an Interim Contract.

For further information, please contact Ilyse Triestman, Purchasing Manager at 561-742-6322 or simply email back this form to: triestmani@bbfl.us or fax to 561-742-6316.

Check one: We accept your offer to enter into Interim Contract No. X020-2730-13/JMA Under the original pricing, terms and conditions of Contract No. 020-2730-13/JMA For the period identified above.

☑ We do wish to enter into an Interim Contract.

Johnny Cannon
NAME

President
TITLE

The City of Boynton Beach

Finance/Procurement Services
100 E. Boynton P.O. Box 310
Beach Boulevard
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310
FAX: (561) 742-6316

SIGNATURE _____ DATE 12/1/17

Enviroscapes Plus Inc.
COMPANY NAME

The City of Boynton Beach

Finance/Procurement Services
100 E. Boynton P.O. Box 310
Beach Boulevard
Boynton Beach, Florida 33425 0310
Telephone No: (561) 742-6310
FAX: (561) 742-6316

November 29, 2017

Mack McClendon, President
First Genesis Lawn Service, Inc.
PO Box 244061
Boynton Beach, FL 33424
VIA EMAIL TRANSMITTAL TO:

RE: INTERIM CONTRACT FOR "LANDSCAPE MAINTENANCE"; CONTRACT NO. X020-2730-13/JMA

Dear Mr. McClendon:

The Contract for "Landscape Maintenance" expires February 28, 2018. The replacement solicitation is currently being prepared. The purpose of this letter is to determine your desire to enter into subject term Contract No. X020-2730-13/JMA under the original pricing, terms and conditions of the current Contract No. 020-2730-13/JMA.

Interim Contract No. X020-2730-13/JMA shall commence on March 1, 2018, and shall continue on a month-to-month basis, for a period not to exceed six months or until a replacement contract is established, whichever is soonest.

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For further information, please contact Ilyse Triestman, Purchasing Manager at 561-742-6322 or simply email back this form to: or fax to 561-742-6316.

Check one: ☑ We accept your offer to enter into Interim Contract No. X020-2730-13/JMA Under the original pricing, terms and conditions of Contract No. 020-2730-13/JMA

For the period identified above.

☐ We do not wish to enter into an Interim Contract.

Mack D McClendon — NAME
Owner — TITLE
Mack D McClendon — SIGNATURE
11-29-2017 — DATE
First Genesis Lawn Svc. Inc. — COMPANY NAME

The City of Boynton Beach

Finance/Procurement Services
100 E. Boynton P.O. Box 310
Beach Boulevard
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310
FAX: (561) 742-6316

November 29, 2017

Lucilo Vasquez, President
L.V. Superior Landscaping, Inc.
16059 Okeechobee Road
Loxahatchee, FL 33470
VIA EMAIL TRANSMITTAL TO: lvsuperiorlandscaping@hotmail.com

RE: INTERIM CONTRACT FOR "LANDSCAPE MAINTENANCE"; CONTRACT NO. X020-2730-13/JMA

Dear Mr. Vasquez:

The Contract for "Landscape Maintenance" expires February 28, 2018. The replacement solicitation is currently being prepared. The purpose of this letter is to determine your desire to enter into subject term Contract No. X020-2730-13/JMA under the original pricing, terms and conditions of the current Contract No. 020-2730-13/JMA.

Interim Contract No. X020-2730-13/JMA shall commence on March 1, 2018, and shall continue on a month-to-month basis, for a period not to exceed six months or until a replacement contract is established, whichever is soonest.

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For further information, please contact Ilyse Triestman, Purchasing Manager at 561-742-6322 or simply email back this form to: triestmani@bbfl.us or fax to 561-742-6316.

Check one: ☑ We accept your offer to enter into Interim Contract No. X020-2730-13/JMA Under the original pricing, terms and conditions of Contract No. 020-2730-13/JMA For the period identified above.

☐ We do not wish to enter into an Interim Contract.

Lucilo Vasquez
NAME

President
TITLE

SIGNATURE

11-30-17
DATE

L.V. Superior Landscaping, Inc.
COMPANY NAME

America's Gateway to the Gulfstream

The City of Boynton Beach

Finance/Procurement Services
100 E. Boynton P.O. Box 310
Beach Boulevard
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310
FAX: (561) 742-6316

November 29, 2017

Michael Anchel, President
Novo Arbor, Inc.
PO Box 359
Boynton Beach, FL 33425
VIA EMAIL TRANSMITTAL TO: michael@novoarbor.com

RE: INTERIM CONTRACT FOR "LANDSCAPE MAINTENANCE"; CONTRACT NO. X020-2730-13/JMA

Dear Mr. Anchel:

The Contract for "Landscape Maintenance" expires February 28, 2018. The replacement solicitation is currently being prepared. The purpose of this letter is to determine your desire to enter into subject term Contract No. X020-2730-13/JMA under the original pricing, terms and conditions of the current Contract No. 020-2730-13/JMA.

Interim Contract No. X020-2730-13/JMA shall commence on March 1, 2018, and shall continue on a month-to-month basis, for a period not to exceed six months or until a replacement contract is established, whichever is soonest.

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For further information, please contact Ilyse Triestman, Purchasing Manager at 561-742-6322 or simply email back this form to: triestmani@bbfl.us or fax to 561-742-6316.

Check one: ☑ We accept your offer to enter into Interim Contract No. X020-2730-13/JMA Under the original pricing, terms and conditions of Contract No. 020-2730-13/JMA

For the period identified above.

☐ We do not wish to enter into an Interim Contract.

Michael Anchel
NAME

President
TITLE

Michael Anchel
SIGNATURE

12/20/17
DATE

NOVO ARBOR, Inc.
COMPANY NAME

The City of Boynton Beach

Finance/Procurement Services
100 E. Boynton P.O. Box 310
Beach Boulevard
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310
FAX: (561) 742-6316

December 1, 2017

Mr. David Weidenfeller
Phoenix Landscape Services
P.O. Box 1692
Lake Worth, FL 33460
VIA EMAIL TRANSMITTAL TO: customerservice@phoenix-landscape.com

RE: INTERIM CONTRACT FOR "LANDSCAPE MAINTENANCE"; CONTRACT NO. X020-2730-13/JMA

Dear Mr. Weidenfeller:

The Contract for "Landscape Maintenance" expires February 28, 2018. The replacement solicitation is currently being prepared. The purpose of this letter is to determine your desire to enter into subject term Contract No. X020-2730-13/JMA under the original pricing, terms and conditions of the current Contract No. 020-2730-13/JMA.

Interim Contract No. X020-2730-13/JMA shall commence on March 1, 2018, and shall continue on a month-to-month basis, for a period not to exceed six months or until a replacement contract is established, whichever is soonest.

Please sign in the space provided at the bottom of the page indicating your desire to enter into Interim Contract No. X020-2730-13/JMA. If you are interested, your signature will serve as an acknowledgement in accepting the offer to enter into Interim Contract No. X020-2730-13/JMA. **The signature must be from an authorized representative or officer able to bind your company.** Your response should be received in Purchasing Services no later than five (5) business days from date of this letter. Failure to respond will be deemed as tacit evidence that your firm is not interested in entering an Interim Contract.

For further information, please contact Ilyse Triestman, Purchasing Manager at 561-742-6322 or simply email back this form to: triestmani@bbfl.us or fax to 561-742-6316.

Check one:

☒ We accept your offer to enter into Interim Contract No. X020-2730-13/JMA Under the original pricing, terms and conditions of Contract No. 020-2730-13/JMA For the period identified above.

☐ We do not wish to enter into an Interim Contract.

ALLAN E WEIDENFELLER
NAME

PRESIDENT
TITLE

Allan E Weidenfeller
SIGNATURE

12/01/2017
DATE

PHOENIX LANDSCAPE MAINT
COMPANY NAME

The City of Boynton Beach

Finance/Procurement Services
100 E. Boynton P.O. Box 310
Beach Boulevard
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310
FAX: (561) 742-6316

November 29, 2017

Maria Valdes, Treasurer
Superior Landscaping and Lawn Service, Inc.
PO Box 35-0095
Miami, FL 33135
VIA EMAIL TRANSMITTAL TO: mvaldes@superiorlandscaping.com

RE: INTERIM CONTRACT FOR "LANDSCAPE MAINTENANCE"; CONTRACT NO. X020-2730-13/JMA

Dear Ms. Valdes:

The Contract for "Landscape Maintenance" expires February 28, 2018. The replacement solicitation is currently being prepared. The purpose of this letter is to determine your desire to enter into subject term Contract No. X020-2730-13/JMA under the original pricing, terms and conditions of the current Contract No. 020-2730-13/JMA.

Interim Contract No. X020-2730-13/JMA shall commence on March 1, 2018, and shall continue on a month-to-month basis, for a period not to exceed six months or until a replacement contract is established, whichever is soonest.

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For further information, please contact Ilyse Triestman, Purchasing Manager at 561-742-6322 or simply email back this form to: triestmani@bbfl.us or fax to 561-742-6316.

Check one: ☒ We accept your offer to enter into Interim Contract No. X020-2730-13/JMA Under the original pricing, terms and conditions of Contract No. 020-2730-13/JMA For the period identified above.

☐ We do not wish to enter into an Interim Contract.

MARIA VALDES. — NAME

TREASURER. — TITLE

SIGNATURE

12/21/17. — DATE

SUPERIOR LANDSCAPING & LAWN SERVICE — COMPANY NAME

The City of Boynton Beach

Finance/Procurement Services
100 E. Boynton P.O. Box 310
Beach Boulevard
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310
FAX: (561) 742-6316

November 29, 2017

David Vincent, President
Vincent and Sons Landscaping, Inc.
PO Box 20605
West Palm Beach, FL 33411
VIA EMAIL TRANSMITTAL TO: david@vandslandscaping.com

RE: INTERIM CONTRACT FOR "LANDSCAPE MAINTENANCE";
CONTRACT NO. X020-2730-13/JMA

Dear Mr. Vincent:

The Contract for "Landscape Maintenance" expires February 28, 2018. The replacement solicitation is currently being prepared. The purpose of this letter is to determine your desire to enter into subject term Contract No. X020-2730-13/JMA under the original pricing, terms and conditions of the current Contract No. 020-2730-13/JMA.

Interim Contract No. X020-2730-13/JMA shall commence on March 1, 2018, and shall continue on a month-to-month basis, for a period not to exceed six months or until a replacement contract is established, whichever is soonest.

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For further information, please contact Ilyse Triestman, Purchasing Manager at 561-742-6322 or simply email back this form to: triestmani@bbfl.us or fax to 561-742-6316.

Check one: ☑ We accept your offer to enter into Interim Contract No. X020-2730-13/JMA Under the original pricing, terms and conditions of Contract No. 020-2730-13/JMA For the period identified above.

☐ We do not wish to enter into an Interim Contract.

DAVID VINCENT — NAME
Pres — TITLE
SIGNATURE
12/4/17 — DATE
Vincent and Sons Landscaping Inc — COMPANY NAME

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/6/2018

REQUESTED ACTION BY COMMISSION: PROPOSED RESOLUTION NO. R18-025 - Authorize City Manager to enter into an agreement with Dell Financial Services for the lease/purchase of 60 Panasonic CF-54 Semi-Ruggedized Laptops from Insight Public Sector, utilizing Communications 1250 Trust Fund (Account # 691-5000-590-01-27), in the amount of $51,456.58 for the first year and then then the same amount per year for the 2nd and 3rd year from the departmental budget with a $1 buyout at the end of the three (3) year lease term. Total cost of $154,369.74. Pricing for these laptops is based on the Florida NASPO ValuePoint Computer Hardware Contract (#MNWNC-124/43211500-WSCA-15-ACS).

EXPLANATION OF REQUEST:
On November 7, 2017, the City Commission approved the purchase of a new CAD/RMS system from Spillman Technologies. In order to effectively and efficiently run this new software, we need to update the mobile devices currently utilized by Uniform Services to include both the Windows 10 Operating System and 64-bit processors.

Of all the laptops currently deployed to the 68 Uniform Services personnel, only 10 laptops meet the optimal standards outlined by Spillman Technologies (document attached). All other laptops currently deployed are running Windows 7 with 32-bit processors. Every single one of these laptops are well past end of life with some being over 9 years old. This presents the following issues:

- Windows 7 is no longer supported (mainstream support from Microsoft ended January 13, 2015)
- Laptops with 32-bit processors can only accommodate a maximum of 4GB Memory (the recommended model calls for 8GB memory, but can be upgraded to 32GB if needed).
- Because the hardware is so old and out of warranty, when components fail, Technical Services personnel have to harvest working parts from retired laptops (to include screens and motherboards) to make them functional.
- Many of the new applications we need to install (for example Evidence Management, Body Cam applications) require computers with current technology to operate at optimal levels. Current computers are incredibly slow, and have trouble running many of these newer applications.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
In addition to effectively running the new CAD/RMS system, additional benefits of new laptops include:

- Embedded Verizon Air Cards, backlit keyboards for easier use at night, and solid state hard drives for faster, more reliable performance.
- Windows 10 comes standard with Bit Locker encryption, so we can reduce the license count of our current Symantec Encryption software.
- Once we outfit Uniform Services with these new laptops, we will then be able to take the best of what is left and have those available for personnel to use when they travel to schools, conferences or other venues where the fast performance needed for CAD/RMS is not required.

FISCAL IMPACT: Non-budgeted
1st year, $51,456.58 utilizing Communications 1250 Trust Fund. Current account Balance for this fund is

$63,660.17.

2nd and 3rd year, $51,456.58 from Police Operational Budget

ALTERNATIVES: Purchase 60 computers outright at the price of $146,625.00

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

CONTRACTS

VENDOR NAME: Dell Financial Services

START DATE:

END DATE:

CONTRACT VALUE: $154,369.74

MINORITY OWNED CONTRACTOR?: No

EXTENSION AVAILABLE?:

EXTENSION EXPLANATION:

ATTACHMENTS:

Type	Description
Resolution	Resolution approving the Lease Purchase of 60 Laptops for the PD
Quotes	Insight Public Sector Quote
Quotes	Dell Financial Services Lease Quote
Contract	Master Lease Agreement
Agreement	Billing and Lease Information
Memo	Billing and Lease Schedule Information
Memo	Secretary/Clerk Certificate Instructions
Memo	Information Memo

RESOLUTION NO. R18-

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT WITH DELL FINANCIAL SERVICES FOR THE LEASE/PURCHASE OF 60 PANASONIC CF-54 SEMI-RUGGEDIZED LAPTOPS FROM INSIGHT PUBLIC SECTOR IN THE AMOUNT OF $51,456.58 FOR EACH OF THE FIRST THREE YEARS FOR A TOTAL COST OF $154,369.74; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the on November 7, 2017 the City Commission approved the purchase of a new CAD/RMS SYSTEM FROM Spillman Technologies; and

WHEREAS, in order to run this new software effectively and efficiently, the mobile devices currently utilized by Uniform Services in the Police Department will need to be updated to include both Windows 10 Operating System and 64-bit processors; and

WHEREAS, of all the laptops currently deployed to the 68 Uniform Services personnel, only 10 laptops meet the optimal standards outlined by Spillman Technologies and all other laptops currently deployed are running Windows 7 with 32-bit processors. Every single one of these laptops are well past end of life with some being over 9 years old; and

WHEREAS, upon recommendation of staff, the City Commission does hereby approve the City Manager sign the Lease Agreement with Dell Financial Services for the lease/purchase of 60 Panasonic CF-54 Semi-Ruggedized Laptops from Insight Public Sector, in the amount of $51,456.58 for each of the first three years and then a $1 buyout at the end of the three (3) year lease term. Total cost of $154,369.74.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. The City Commission hereby approves the approve the City Manager sign the Lease Agreement with Dell Financial Services for the lease/purchase of 60 Panasonic CF-54 Semi-Ruggedized Laptops from Insight Public Sector, in the amount

of $51,456.58 for each of the first three years and then a $1 buyout at the end of the three (3) year lease term for a total cost of $154,369.74, a copy of which is attached hereto as Exhibit "A".

Section 3. That this Resolution shall become effective immediately.

PASSED AND ADOPTED this _____ day of _____, 2018.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Justin Katz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Christina L. Romelus	_____	_____
Commissioner – Joe Casello	_____	_____
VOTE	_____	

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

(City Seal)

INSIGHT PUBLIC SECTOR SLED
6820 S HARL AVE
TEMPE AZ 85283-4318
Tel: 800-467-4448

SOLD-TO PARTY 10388153

BOYNTON BEACH POLICE DEPARTMENT
DOUG SOLOMON
100 E BOYNTON BEACH BLVD
BOYNTON BEACH FL 33435-3838

SHIP-TO PARTY

BOYNTON BEACH POLICE DEPARTMENT
DOUG SOLOMON
100 E BOYNTON BEACH BLVD
BOYNTON BEACH FL 33435-3838

Quotation

Quotation Number	:	219599658
Document Date	:	04-DEC-2017
PO Number	:	
PO Release	:	
Sales Rep	:	Ricardo Pryor
Email	:	RICARDO.PRYOR@INSIGHT.COM
Telephone	:	8004674448
Sales Rep 2	:	Brian Mayer
Email	:	BRIAN.MAYER@INSIGHT.COM
Telephone	:	80046744483085

We deliver according to the following terms:

Payment Terms	:	Net 30 days
Ship Via	:	Insight Assigned Carrier/Ground
Terms of Delivery	:	FOB DESTINATION
Currency	:	USD

PRICE QUOTE IS VALID UNTIL 1/15/2018

Material	Material Description	Quantity	Unit Price	Extended Price
CF-54D3-00VM	Public Sector Specific - Standard, Win10 Pro, Intel Core i5-6300U 2.40GHz, vPro, 14.0" HD, Prime, 256GB SSD, 4GB, Intel WiFi a/b/g/n /ac, TPM, Bluetooth, 4G LTE Multi Carrier (EM7355), Dual Pass (Ch1:Wi-Fi/Ch2:WWAN), Serial, Emissive Backlit Keyboard, DVD Multi-drive, Toughbook Preferred, CF-SVCPDEP3Y - Toughbook & Toughpad Premier Deployment - Includes Imaging, Customer Portal Access, Multilocation Shipping and Disk Image Management at the Panasonic National Service Center (Years 1,2,3), CF-SVCLTNF3Y - Protection Plus - Laptop (Years 1, 2 &3), CF-SVCHDD3Y - SSD/HDD - No return of defective drive (Years 1, 2 & 3) PANASONIC AGENT - FLORIDA NASPO VALUEPOINT COMPUTER HARDWARE(# MNWNC-124/ 43211500-WSCA-15-ACS)	60	2,358.50	141,510.00
CF-BAZ1504	Panasonic - DDR3L - 4 GB - SO-DIMM 204-pin PANASONIC AGENT - FLORIDA NASPO VALUEPOINT COMPUTER HARDWARE(# MNWNC-124/ 43211500-WSCA-15-ACS)	60	85.25	5,115.00

Product Subtotal	146,625.00
TAX	0.00
Total	146,625.00

Thank you for considering Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Ricardo Pryor
8004674448
RICARDO.PRYOR@INSIGHT.COM
Fax 4807607266

Brian Mayer
80046744483085
BRIAN.MAYER@INSIGHT.COM
Fax 480760916230

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by both your company and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at: http://www.insight.com/en_US/help/terms-of-sale-products-ips.html

Dell Financial Services™

Prepared For: Boynton Beach Police Department

November 14, 2017

Thank you for giving Dell Financial Services L.L.C. ("DFS") the opportunity to provide a technology financing solution. Enclosed is a financing proposal for your new technology needs. We look forward to discussing this opportunity in further detail with you. If you have any questions, please contact me at the phone number or email address below.

Term	36
Option	TELP
Payments:	Annual
Consolidation:	Monthly
Payments Due:	Advance
Interim Rent:	None

Quote Number	Summary Product Description	Product Price	Quantity	Extended Price	Rate Factor	3 Payments
219538484	Toughbook	$ 2,443.75	20	$ 48,875.00	0.35973	$17,581.80
219538490	Toughbook	$ 2,443.75	40	$ 97,750.00	0.35094	$34,304.39
219538494	Toughbook	$ 2,443.75	60	$ 146,625.00	0.35094	$51,456.58

Proposal Expiration Date:
December 14, 2017

Leasing and financing provided by Dell Financial Services L.L.C. or its affiliate or designee ("DFS") to qualified customers. Offers may not be available or may vary in certain countries. Where available, offers may be changed without notice and are subject to product availability, credit approval, execution of documentation provided by and acceptable to DFS, and may be subject to minimum transaction size. Offers not available for personal, family or household use. Dell and the Dell logo are trademarks of Dell Inc. Proposal is property of DFS, contains confidential information and shall not be duplicated or disclosed in whole or part. Proposal is not a firm offer of financing. Pricing and rates based upon the final amount, configuration and specification of the supplied equipment, software, services or fees. Prorata payment may be due in the first payment cycle. Proposal excludes additional costs to customer such as shipping, maintenance, filing fees, applicable taxes, insurance and similar items. Proposal valid through the expiration date shown above, or if none is specified, for 30 calendar days from date of presentation.

End of Term Options:

Tax Exempt Lease Purchase (TELP):

- Exercise the option to purchase the products for $1.00.
- Return all products to lessor at the lessee's expense.

Additional Information:

LEASE QUOTE: The Lease Quote is exclusive of shipping costs, maintenance fees, filing fees, licensing fees, property or use taxes, insurance premiums and similar items which shall be for Lessee's account. Lessee will pay payments and all other amounts without set-off, abatement or reduction for any reason whatsoever. Additionally, Lessee shall declare and pay all sales, use and personal property taxes to the appropriate taxing authorities. **If you are sales tax exempt, please provide a copy of your Exemption Certificate with the Lease Contract.** If Lessee provides the appropriate tax exemption certificates to DFS, sales and use taxes will not be collected by DFS. However, if your taxing authority assesses a **personal property tax** on leased equipment, and if DFS pays that tax under your lease structure, Lessee must reimburse DFS for that tax expense in connection with the Lessee's lease.

PURCHASE ORDER: The Purchase Order must be made out to Dell Financial Services L.L.C., One Dell Way, RR8-23, Round Rock, TX 78682. The Purchase Order will need to include the quote number, quantity and description of the equipment. Please be sure to indicate that the PO is for a lease order and shows the type of lease, the term length, and payment frequency. The date of the lease quote referenced should be included. Please be sure to include any applicable shipping costs as a line item and include your address as the SHIP TO destination.

INSURANCE: The risk of loss on the equipment is borne solely by the Lessee. Lessee shall be required to purchase and maintain during the Term (i) comprehensive public liability insurance naming Lessor as additional insured; and (ii) "all-risk" physical damage insurance in a minimum amount of the Purchase Price, naming DFS as first loss payee.

APPROPRIATION COVENANT: The Lease will contain an appropriation of funds clause. The Lessee will covenant that it shall do all things legally within its power to obtain and maintain funds from which the payments may be paid.

DOCUMENTATION: In addition to a duly executed Agreement, other documents as reasonably requested by DFS may be required, such as but not limited to, opinions of counsel, IRS tax exemption forms (if applicable), and audited financials.

PROPOSAL VALIDITY / APPROVALS: This is a proposal based upon market conditions and is valid for 30 days, is subject to final credit approval, review of the economics of the transaction, and execution of mutually acceptable documentation.

Dell Financial Services™

EFFECTIVE DATE: December 6, 2017
MASTER LEASE AGREEMENT NO. 584587-38040

LESSOR: DELL FINANCIAL SERVICES L.L.C.	LESSEE: CITY OF BOYNTON BEACH, FLORIDA
Mailing Address: ONE DELL WAY Round Rock, TX 78682	Principal Address: 100 E BOYNTON BEACH BLVD BOYNTON BEACH, FL 33435 Fax: Attention:

This Master Lease Agreement ("Agreement"), effective as of the Effective Date set forth above, is between the Lessor and Lessee named above. Capitalized terms have the meaning set forth in this Agreement.

1. LEASE.

Lessor hereby leases to Lessee and Lessee hereby leases the equipment ("Products"), Software (defined below), and services or fees, where applicable, as described in any lease schedule ("Schedule"). Each Schedule shall incorporate by reference the terms and conditions of this Agreement and contain such other terms as are agreed to by Lessee and Lessor. Each Schedule shall constitute a separate lease of Products ("Lease"). In the event of any conflict between the terms of a Schedule and the terms of this Agreement, the terms of the Schedule shall prevail. Lessor reserves all rights to the Products not specifically granted to Lessee in this Agreement or in a Schedule. Execution of this Agreement does not create an obligation of either party to lease to or from the other.

2. ACCEPTANCE DATE; SCHEDULE.

(a) Subject to any right of return provided by the Product seller ("Seller"), named on the Schedule, Products are deemed to have been irrevocably accepted by Lessee upon delivery to Lessee's ship to location ("Acceptance Date"). Lessee shall be solely responsible for unpacking, inspecting and installing the Products.

(b) Lessor shall deliver to Lessee a Schedule for Products. Lessee agrees to sign or otherwise authenticate (as defined under the Uniform Commercial Code, "UCC") and return each Schedule by the later of the Acceptance Date or five (5) days after Lessee receives a Schedule from Lessor. If the Schedule is not signed or otherwise authenticated by Lessee within the time provided in the prior sentence, then upon written notice from Lessor and Lessee's failure to cure within five (5) days of such notice, Lessor may require the Lessee to purchase the Products by paying the Product Cost charged by the Seller, plus any shipping charges, Taxes or Duties (defined below) and interest at the Overdue Rate accruing from the date the Products are shipped through the date of payment. If Lessee returns any leased Products in accordance with the Seller's return policy, it will notify Lessor. When Lessor receives a credit from the Seller for the returned Product, the Schedule will be deemed amended to reflect the return of the Product and Lessor will adjust its billing records and Lessee's invoice for the applicable Lease. In addition, Lessee and Lessor agree that a signed Schedule may be amended by written notice from Lessor to Lessee provided such notice is (i) to correct the serial (or service tag) number of Products or (ii) to adjust the related Rent (defined below) on the Schedule (any increase up to 15% or any decrease) caused by any change made by Lessee in Lessee's order with the Seller.

3. TERM.

The initial term (the "Primary Term") for each Lease shall begin on the date set forth on the Schedule as the Commencement Date (the "Commencement Date"). The period beginning on the Acceptance Date and ending on the last day of the Primary Term, together with any renewals or extensions thereof, is defined as the "Lease Term". The Lease is noncancelable by Lessee, except as expressly provided in Section 5.

4. RENT; TAXES; PAYMENT OBLIGATION.

(a) The rental payment amount ("Rent") and the payment period for each installment of Rent ("Payment Period") shall be stated in the Schedule. A prorated portion of Rent calculated based on a 30-day month, 90-day quarter or 360-day year (as appropriate) for the period from the Acceptance Date to the Commencement Date shall be added to the first payment of Rent. All Rent and other amounts due and payable under this Agreement or any Schedule shall be paid to Lessor in lawful funds of the United States of America at the payment address for Lessor set forth above or at such other address as Lessor may designate in writing from time to time. Whenever Rent and other amounts payable under a Lease are not paid when due, Lessee shall pay interest on such amounts at a rate equal to the lesser of 1% per month or the highest such rate permitted by applicable law ("Overdue Rate"). Rent shall be due and payable whether or not Lessee has received an invoice showing such Rent is due. Late charges and reasonable attorney's fees necessary to recover Rent and other amounts owed hereunder are considered an integral part of this Agreement.

(b) EACH LEASE SHALL BE A NET LEASE. In addition to Rent, Lessee shall pay sales, use, excise, purchase, property, added value or other taxes, fees, levies or assessments lawfully assessed or levied against Lessor or with respect to the Products and the Lease (collectively "Taxes"), and customs, duties or surcharges on imports or exports (collectively, "Duties"), plus all expenses incurred in connection with Lessor's purchase and Lessee's use of the Products, including but not limited to shipment, delivery, installation, and insurance. Unless Lessee provides Lessor with a tax exemption certificate acceptable to the relevant taxing authority prior to Lessor's payment of such Taxes, Lessee shall pay to Lessor all Taxes and Duties upon demand by Lessor. Lessor may, at its option, invoice Lessee for estimated personal property tax with the Rent Payment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Products.

(c) EXCEPT AS EXPRESSLY PROVIDED IN SECTION 5, LESSEE'S OBLIGATION TO PAY ALL RENT AND OTHER AMOUNTS WHEN DUE AND TO OTHERWISE PERFORM AS REQUIRED UNDER THIS AGREEMENT AND EACH SCHEDULE SHALL BE ABSOLUTE AND UNCONDITIONAL, AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM, INTERRUPTION, DEFERMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER WHETHER ARISING OUT OF ANY CLAIMS BY LESSEE AGAINST LESSOR, LESSOR'S ASSIGNS, THE SELLER, OR THE SUPPLIER OR MANUFACTURER OF THE PRODUCTS, TOTAL OR PARTIAL LOSS OF THE PRODUCTS OR THEIR USE OR POSSESSION, OR OTHERWISE. If any Product is unsatisfactory for any reason, Lessee shall make its claim solely against the Seller of such Product (or the Licensor in the case of Software, as defined below) and shall nevertheless pay Lessor or its assignee all amounts due and payable under the Lease.

5. APPROPRIATION OF FUNDS.

(a) Lessee intends to continue each Schedule for the Primary Term and to pay the Rent and other amounts due thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rent during the Primary Term can be obtained and agrees to do all things lawfully within its power to obtain and maintain funds from which the Rent and other amounts due may be paid.

(b) Lessee may terminate a Schedule in whole, but not in part by giving at least sixty (60) days notice prior to the end of the then current Fiscal Period (as defined in the Lessee's Secretary/Clerk's Certificate provided to Lessor) certifying that: (1) sufficient funds were not appropriated and budgeted by Lessee's governing body or will not otherwise be available to continue the Lease beyond the current Fiscal Period; and (2) that the Lessee has exhausted all funds legally available for payment of the Rent beyond the current Fiscal Period. Upon termination of the Schedule, Lessee's obligations under the Schedule (except those that expressly survive the end of the Lease Term) and any interest in the Products shall cease and Lessee shall surrender the Products in accordance with Section 8. Notwithstanding the foregoing, Lessee agrees that, without creating a pledge, lien or encumbrance upon funds available to Lessee in other than its current Fiscal Period, it will use its best efforts to take all action necessary to avoid termination of a Schedule, including making budget requests for each Fiscal Period during each applicable Lease Term for adequate funds to meet its Lease obligations and to continue the Schedule in force.

(c) Lessor and Lessee intend that the obligation of Lessee to pay Rent and other amounts due under a Lease constitutes a current expense of Lessee and is not to be construed to be a debt in contravention of any applicable constitutional or statutory limitation on the creation of indebtedness or as a pledge of funds beyond Lessee's current Fiscal Period.

6. LICENSED MATERIALS.

Software means any operating system software or computer programs included with the Products (collectively, "Software"). "Licensed Materials" are any manuals and documents, end user license agreements, evidence of licenses, including, without limitation, any certificate of authenticity and other media provided in connection with such Software, all as delivered with or affixed as a label to the Products. Lessee agrees that this Agreement and any Lease (including the sale of any Product pursuant to any purchase option) does not grant any title or interest in Software or Licensed Materials. Any use of the terms "sell," "purchase," "license," "lease," and the like in this Agreement or any Schedule with respect to Software shall be interpreted in accordance with this Section 6.

7. USE; LOCATION; INSPECTION.

Lessee shall: (a) comply with all terms and conditions of any Licensed Materials; and (b) possess and operate the Products only (i) in accordance with the Seller's supply contract and any service provider's maintenance and operating manuals, the documentation and applicable laws; and (ii) for the business purposes of Lessee. Lessee agrees not to move Products from the location specified in the Schedule without providing Lessor with at least 30 days prior written notice, and then only to a location within the continental United States and at Lessee's expense. Without notice to Lessor, Lessee may temporarily use laptop computers at other locations, including outside the United States, provided Lessee complies with the United States Export Control Administration Act of 1979 and the Export Administration Act of 1985, as those Acts are amended from time to time (or any successor or similar legislation). Provided Lessor complies with Lessee's reasonable security requirements, Lessee shall allow Lessor to inspect the premises where the Products are located from time to time during reasonable hours after reasonable notice in order to confirm Lessee's compliance with its obligations under this Agreement.

8. RETURN.

At the expiration or earlier termination of the Lease Term of any Schedule, and except for Products purchased pursuant to any purchase option under the Lease, Lessee will (a) remove all proprietary data from the Products and (b) return them to Lessor at a place within the contiguous United States designated by Lessor. Upon return of the Products, Lessee's right to the operating system Software in returned Products will terminate and Lessee will return the Products with the original certificate of authenticity (attached and unaltered) for the original operating system Software. Lessee agrees to deinstall and package the Products for return in a manner which will protect them from damage. Lessee shall pay all costs associated with the packing and return of the Products and shall promptly reimburse Lessor for all costs and expenses for missing or damaged Products or operating system Software. If Lessee fails to return all of the Products at the expiration of the Lease Term or earlier termination (other than for non-appropriation) in accordance with this Section, the Lease Term with respect to the Products that are not returned shall continue to be renewed as described in the Schedule.

9. RISK OF LOSS; MAINTENANCE; INSURANCE.

(a) From the date the Products are delivered to Lessee's ship to location until the Products are returned to Lessor's designated return location or purchased by Lessee, Lessee agrees: (i) to assume the risk of loss or damage to the Products; (ii) to maintain the Products in good operating condition and appearance, ordinary wear and tear excepted; (iii) to comply with all requirements necessary to enforce all warranty rights; and (iv) to promptly repair any repairable damage to the Products. During the Lease Term, Lessee at its sole discretion has the option to purchase a maintenance agreement from the provider of its choice (including, if it so chooses, to self-maintain the Products) or to forgo such maintenance agreement altogether; regardless of Lessee's choice, Lessee will continue to be responsible for its obligations as stated in the first sentence of this Section. At all times, Lessee shall provide the following insurance: (x) casualty loss insurance for the Products for no less than the Stipulated Loss Value (defined below) naming Lessor as loss payee; and (y) liability insurance with respect to the Products for no less than an amount as required by Lessor, with Lessor named as an additional insured; and (z) such other insurance as may be required by law which names Lessee as an insured and Lessor as an additional insured. Upon Lessor's prior written consent, Lessee may provide this insurance pursuant to Lessee's existing self insurance policy or as provided for under state law. Lessee shall provide Lessor with either an annual certificate of third party insurance or a written description of its self insurance policy or relevant law, as applicable. The certificate of insurance will provide that Lessor shall receive at least ten (10) days prior written notice of any material change to or cancellation of the insurance policy or Lessee's self-insurance program, if previously approved by Lessor. If Lessee does not give Lessor evidence of insurance in accordance with the standards herein, Lessor has the right, but not the obligation, to obtain such insurance covering Lessor's interest in the Products for the Lease Term, including renewals. If Lessor obtains such insurance, Lessor will add a monthly, quarterly or annual charge (as appropriate) to the Rent to reimburse Lessor for the insurance premium and Lessor's then current insurance administrative fee.

(b) If the Products are lost, stolen, destroyed, damaged beyond repair or in the event of any condemnation, confiscation, seizure or expropriation of such Products ("Casualty Products"), Lessee shall promptly (i) notify Lessor of the same and (ii) pay to Lessor the Stipulated Loss Value for the Casualty Products. The Stipulated Loss Value is an amount equal to the sum of (a) all Rent and other amounts then due and owing (including interest at the Overdue Rate from the due date until payment is received) under the Lease, plus (b) the present value of all future Rent to become due under the Lease during the remainder of the Lease Term, plus (c) the present value of the estimated in place Fair Market Value of the Product at the end of the Primary Term as determined by Lessor; plus (d) all other amounts to become due and owing during the remaining Lease Term. Unless priced as a tax-exempt Schedule, each of (b) and (c) shall be calculated using the federal funds rate target reported in the Wall Street Journal on the Commencement Date of the applicable Schedule. The discount rate applicable to tax-exempt Schedules shall be federal funds rate target reported in the Wall Street Journal on the Commencement Date of the applicable Schedule less 100 basis points.

10. ALTERATIONS.

Lessee shall, at its expense, make such alterations to Products during the Lease Term as are legally required or provided at no charge by Seller. Lessee may make other alterations, additions or improvements to Products provided that any alteration, addition or improvement shall be readily removable and shall not materially impair the value or utility of the Products. Upon the return of any Product to Lessor, any alteration, addition or improvement that is not removed by Lessee shall become the property of Lessor free and clear of all liens and encumbrances.

11. REPRESENTATIONS AND WARRANTIES OF LESSEE.

Lessee represents, warrants and covenants to Lessor and will provide to Lessor at Lessor's request all documents deemed necessary or appropriate by Lessor, including Certificates of Insurance, financial statements, Secretary or Clerk Certificates, essential use information or documents (such as affidavits, notices and similar instruments in a form satisfactory to Lessor) and Opinions of Counsel (in substantially such form as provided to Lessee by Lessor and otherwise satisfactory to Lessor) to the effect that, as of the time Lessee enters into this Agreement and each Schedule that:

(a) Lessee is an entity duly organized and existing under and by virtue of the authorizing statute or constitutional provisions of its state and is a state or political subdivision thereof as described in Section 103(a) of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder as in effect and applicable to the Agreement or any Schedule, with full power and authority to enter into this Agreement and any Schedules and perform all of its obligations under the Leases;

(b) This Agreement and each Schedule have been duly authorized, authenticated and delivered by Lessee by proper action of its governing board at a regularly convened meeting and attended by the requisite majority of board members, or by other appropriate official authentication, as applicable, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement against Lessee;

(c) This Agreement and each Schedule constitute the valid, legal and binding obligations of Lessee, enforceable in accordance with their terms;

(d) No other approval, consent or withholding of objection is required from any federal, state or local governmental authority or instrumentality with respect to the entering into or performance by Lessee of the Agreement or any Schedule and the transactions contemplated thereby;

(e) Lessee has complied with such public bidding requirements and other state and federal laws as may be applicable to the Agreement and any Schedule and the acquisition by Lessee of the Products;

(f) The entering into and performance of the Agreement or any Schedule will not (i) violate any judgment, order, law or regulation applicable to Lessee; (ii) result in any breach of, or constitute a default under, any instrument to which the Lessee is a party or by which it or its assets may be bound; or (iii) result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or on the Products, other than those created pursuant to this Agreement;

(g) There are no actions, suits, proceedings, inquiries or investigations, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best of Lessee's knowledge and belief is there any basis therefor, which if determined adversely to Lessee will have a material adverse effect on the ability of Lessee to fulfill its obligations under the Agreement or any Schedule;

(h) The Products are essential to the proper, efficient and economic operation of Lessee or to the services which Lessee provides to its citizens. Lessee expects to make immediate use of the Products, for which it has an immediate need that is neither temporary nor expected to diminish during the applicable Lease Term. The Products will be used for the sole purpose of performing one or more of Lessee's governmental or proprietary functions consistent within the permissible scope of Lessee's authority; and

(i) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds to make all Rent payments and other obligations under this Agreement and any Schedule during the current Fiscal Period, and such funds have not been expended for other purposes.

12. WARRANTY ASSIGNMENT; EXCLUSION OF WARRANTIES; LIMITATION OF LIABILITY; FINANCE LEASE.

(a) Provided no Event of Default has occurred and is continuing, Lessor assigns to Lessee for the Lease Term the benefit of any Product warranty and any right of return provided by any Seller.

(b) LESSEE ACKNOWLEDGES THAT LESSOR DID NOT SELECT, MANUFACTURE, SUPPLY OR LICENSE ANY PRODUCT AND THAT LESSEE HAS MADE THE SELECTION OF PRODUCTS BASED UPON ITS OWN JUDGMENT AND EXPRESSLY DISCLAIMS ANY RELIANCE ON STATEMENTS MADE BY LESSOR OR ITS AGENTS. LESSOR LEASES THE PRODUCTS AS-IS AND MAKES NO WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF DESIGN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. LESSEE HEREBY WAIVES ANY CLAIM IT MIGHT HAVE AGAINST LESSOR OR ITS ASSIGNEE FOR ANY LOSS, DAMAGE OR EXPENSE CAUSED BY OR WITH RESPECT TO ANY PRODUCTS.

(c) IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY ACTUAL, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY SCHEDULE OR THE SALE, LEASE OR USE OF ANY PRODUCTS EVEN IF LESSOR IS ADVISED IN ADVANCE OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES AND EVEN IF LESSEE ASSERTS OR ESTABLISHES A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THIS AGREEMENT.

(d) Lessee agrees that it is the intent of both parties that each lease qualify as a statutory finance lease under Article 2A of the UCC. Lessee acknowledges either (i) that Lessee has reviewed and approved any written supply contract covering the Products purchased from the Seller for lease to Lessee or (ii) that Lessor has informed or advised Lessee, in writing, either previously or by this Agreement, that Lessee may have rights under the supply contract evidencing the purchase of the Products and that Lessee should contact the Seller for a description of any such rights. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LESSEE HEREBY WAIVES ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC.

13. EVENTS OF DEFAULT.

It shall be an event of default hereunder and under any Schedule ("Event of Default") if:

(a) Lessee fails to pay any Rent or other amounts payable under this Agreement or any Schedule within 15 days after the date that such payment is due;

(b) Any representation or warranty made by Lessee to Lessor in connection with this Agreement, any Schedule or any other Document is at the time made materially untrue or incorrect;

(c) Lessee fails to comply with any other obligation or provision of this Agreement or any Schedule and such failure shall have continued for 30 days after notice from Lessor;

(d) Lessee (i) is generally not paying its debts as they become due or (ii) takes action for the purpose of invoking the protection of any bankruptcy or insolvency law, or any such law is invoked against or with respect to Lessee or its property and such petition is not dismissed within 60 days; or

(e) Any provision of this Agreement ceases to be valid and binding on Lessee, is declared null and void, or its validity or enforceability is

contested by Lessee or any governmental agency or authority whereby the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee denies any further liability or obligation under this Agreement; or

(f) Lessee is in default under any other lease, contract, or obligation now existing or hereafter entered into with Lessor or Seller or any assignee of Lessor.

14. REMEDIES; TERMINATION

(a) Upon an Event of Default under any Schedule all of Lessee's rights (including its rights to the Products), but not its obligations thereunder, shall automatically be cancelled without notice and Lessor may exercise one or more of the following remedies in its sole discretion:

(i) require Lessee to return any and all such Products in accordance with Section 8, or if requested by Lessor, to assemble the Products in a single location designated by Lessor and to grant Lessor the right to enter the premises where such Products are located (regardless of where assembled) for the purpose of repossession;

(ii) sell, lease or otherwise dispose of any or all Products (as agent and attorney-in-fact for Lessee to the extent necessary) upon such terms and in such manner (at public or private sale) as Lessor deems advisable in its sole discretion (a "Disposition");

(iii) declare immediately due and payable as a pre-estimate of liquidated damages for loss of bargain and not as a penalty, the Stipulated Loss Value of the Products in lieu of any further Rent, in which event Lessee shall pay such amount to Lessor within 10 days after the date of Lessor's demand; or

(iv) proceed by appropriate court action either at law or in equity (including an action for specific performance) to enforce performance by Lessee or recover damages associated with such Event of Default or exercise any other remedy available to Lessor in law or in equity.

(b) Lessee shall pay all costs and expenses arising or incurred by Lessor, including reasonable attorney fees, in connection with or related to an Event of Default or the repossession, transportation, re-furbishing, storage and Disposition of any or all Products ("Default Expenses"). In the event Lessor recovers proceeds (net of Default Expenses) from its Disposition of the Products, Lessor shall credit such proceeds against the owed Stipulated Loss Value. Lessee shall remain liable to Lessor for any deficiency. With respect to this Section, to the extent the proceeds of the Disposition (net of Default Expenses) exceed the Stipulated Loss Value owed under the Lease, or Lessee has paid Lessor the Stipulated Loss Value, the Default Expenses and all other amounts owing under the Lease, Lessee shall be entitled to such excess and shall have no further obligations with respect to such Lease. All rights of Lessor are cumulative and not alternative and may be exercised by Lessor separately or together.

15. QUIET ENJOYMENT.

Lessor shall not interfere with Lessee's right to possession and quiet enjoyment of Products during the relevant Lease Term, provided no Event of Default has occurred and is continuing. Lessor represents and warrants that as of the Commencement Date of the applicable Schedule, Lessor has the right to lease the Products to Lessee.

16. INDEMNIFICATION.

To the extent permitted by law, Lessee shall indemnify, defend and hold Lessor, its assignees, and their respective officers, directors, employees, representatives and agents harmless from and against, all claims, liabilities, costs or expenses, including legal fees and expenses (collectively, "Claims"), arising from or incurred in connection with this Agreement, any Schedule, or the selection, manufacture, possession, ownership, use, condition, or return of any Products (including Claims for personal injury or death or damage to property, and to the extent Lessee is responsible, Claims related to the subsequent use or Disposition of the Products or any data in or alteration of the Products. This indemnity shall not extend to any loss caused solely by the gross negligence or willful misconduct of Lessor. Lessee shall be responsible for the defense and resolution of such Claim at its expense and shall pay any amount for resolution and all costs and damages awarded against or incurred by Lessor or any other person indemnified hereunder; provided, however, that any person indemnified hereunder shall have the right to participate in the defense of such Claim with counsel of its choice and at its expense and to approve any such resolution. Lessee shall keep Lessor informed at all times as to the status of the Claim.

17. OWNERSHIP; LIENS AND ENCUMBRANCES; LABELS.

As between Lessor and Lessee, title to Products (other than any Licensed Materials) is and shall remain with Lessor. Products are considered personal property and Lessee shall, at Lessee's expense, keep Products free and clear of liens and encumbrances of any kind (except those arising through the acts of Lessor) and shall immediately notify Lessor if Lessor's interest is subject to compromise. Lessee shall not remove, cover, or alter plates, labels, or other markings placed upon Products by Lessor, Seller or any other supplier.

18. NON PERFORMANCE BY LESSEE.

If Lessee fails to perform any of its obligations hereunder or under any Schedule, Lessor shall have the right but not the obligation to effect such performance and Lessee shall promptly reimburse Lessor for all out of pocket and other reasonable expenses incurred in connection with such performance, with interest at the Overdue Rate.

19. NOTICES.

All notices shall be given in writing and, except for billings and communications in the ordinary course of business, shall be delivered by overnight courier service, delivered personally or sent by certified mail, return receipt requested, and shall be effective from the date of receipt unless mailed, in which case the effective date will be four (4) Business Days after the date of mailing. Notices to Lessor by Lessee shall be sent to: Dell Financial Services L.L.C., Attn. Legal Department, One Dell Way, Round Rock, TX 78682, or such other mailing address designated in writing by Lessor. Notice to Lessee shall be to the address on the first page of this Agreement or such other mailing address designated in writing by Lessee.

20. ASSIGNMENT.

(a) LESSEE MAY ASSIGN THIS AGREEMENT OR ANY SCHEDULE, OR SUBLEASE ANY PRODUCT(S) WITH THE PRIOR WRITTEN CONSENT OF LESSOR (SUCH CONSENT NOT TO BE UNREASONABLY WITHHELD). LESSOR, AT ITS SOLE DISCRETION, MAY ASSESS AN ADMINISTRATIVE FEE FOR ANY APPROVED ASSIGNMENT OR SUBLEASE. No assignment or sublease shall in any way discharge Lessee's obligations to Lessor under this Agreement or Schedule.

(b) Lessor may at any time without notice to Lessee, but subject to the rights of Lessee, transfer, assign, or grant a security interest in any Product, this Agreement, any Schedule, or any rights and obligations hereunder or thereunder in whole or in part. Lessee hereby consents to such assignments, agrees to comply fully with the terms thereof, and agrees to execute and deliver promptly such acknowledgments, opinions of counsel and other instruments reasonably requested to effect such assignment.

(c) Subject to the foregoing, this Agreement and each Schedule shall be binding upon and inure to the benefit of Lessor, Lessee and their successors and assigns.

21. GOVERNING LAW; JURISDICTION AND VENUE; WAIVER OF JURY TRIAL.

THIS AGREEMENT AND EACH SCHEDULE SHALL BE GOVERNED BY FLORIDA LAW WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES AND, TO THE EXTENT APPLICABLE, THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT. LESSEE CONSENTS TO THE JURISDICTION OF ANY FEDERAL COURT LOCATED IN PALM BEACH, FLORIDA, AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURT, AND FURTHER WAIVES ANY

RIGHT TO A TRIAL BY JURY.

22. MISCELLANEOUS.

(a) The headings used in this Agreement are for convenience only and shall have no legal effect. This Agreement shall be interpreted without any strict construction in favor of or against either party.

(b) The provisions of Sections 6, 8, 11, 12(b), 12(c), 12(d), 16, 21 and 22 shall continue in full force and effect even after the term or expiration of this Agreement or any Schedule.

(c) Failure of Lessor at any time to require Lessee's performance of any obligation shall not affect the right to require performance of that obligation. No term, condition or provision of this Agreement or any Schedule shall be waived or deemed to have been waived by Lessor unless it is in writing and signed by a duly authorized representative of Lessor. A valid waiver is limited to the specific situation for which it was given.

(d) Lessee shall furnish such financial statements of Lessee (prepared in accordance with generally accepted accounting principles) and other information as Lessor may from time to time reasonably request.

(e) If any provision(s) of this Agreement is deemed invalid or unenforceable to any extent (other than provisions going to the essence of this Agreement) the same shall not in any respect affect the validity, legality or enforceability (to the fullest extent permitted by law) of the remainder of this Agreement, and the parties shall use their best efforts to replace such illegal, invalid or unenforceable provisions with an enforceable provision approximating, to the extent possible, the original intent of the parties.

(f) Unless otherwise provided, all obligations hereunder shall be performed or observed at the respective party's expense.

(g) Lessee shall take any action reasonably requested by Lessor for the purpose of fully effectuating the intent and purposes of this Agreement or any Schedule. If any Lease is determined to be other than a true lease, Lessee hereby grants to Lessor a first priority security interest in the Products and all proceeds thereof. Lessee acknowledges that by signing this Agreement, Lessee has authorized Lessor to file any financing statements or related filings as Lessor may reasonably deem necessary or appropriate. Lessor may file a copy of this Agreement or any Schedule in lieu of a financing statement.

(h) This Agreement and any Schedule may be signed in any number of counterparts each of which when so executed or otherwise authenticated and delivered shall be an original but all counterparts shall together constitute one and the same instrument. To the extent each Schedule would constitute chattel paper as such term is defined in the UCC, no security interest may be created through the transfer or control or possession, as applicable, of a counterpart of a Schedule other than the original in Lessor's possession marked by Lessor as either "Original" or "Counterpart Number 1".

(i) This Agreement and the Schedules hereto between Lessor and Lessee set forth all of the understandings and agreements between the parties and supersede and merge all prior written or oral communications, understandings, or agreements between the parties relating to the subject matter contained herein. Except as permitted herein, this Agreement and any Schedule may be amended only by a writing duly signed or otherwise authenticated by Lessor and Lessee.

(j) If Lessee delivers this signed Master Lease, or any Schedule, amendment or other document related to the Master Lease (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

EXECUTED by the undersigned on the dates set forth below, to be effective as of the Effective Date.

CITY OF BOYNTON BEACH, FLORIDA
"Lessee"

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Dell Financial Services L.L.C.
"Lessor"

BY: _____

NAME: _____

TITLE: _____

DATE: _____

DELL | Financial Services

[LESSEE NAME]
LEASE PURCHASE SCHEDULE NO. _____
TO MASTER LEASE AGREEMENT NO. _____

COUNTERPART NO. __ OF 2 COUNTERPARTS. POSSESSION AND TRANSFER OF COUNTERPART NO. 1 OF THIS SCHEDULE IS THE ONLY EFFECTIVE MEANS TO TRANSFER OWNERSHIP OF OR CREATE A SECURITY INTEREST IN THIS SCHEDULE.

THIS SCHEDULE IS SUBJECT TO THE TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT NO. _____ ("Agreement") DATED _____, 2011 BETWEEN DELL FINANCIAL SERVICES L.L.C ("Lessor") AND _____ ("Lessee").

Lessor hereby agrees to lease and/or make available to Lessee subject to the terms, conditions and provisions set forth in this Schedule and in the Agreement, the Products described below. Any capitalized term used herein and not defined herein shall have the meaning ascribed to it in the Agreement.

PRODUCT DESCRIPTION AND LOCATION: See below or Attachment "A" attached to and forming an integral part of this Schedule.

PRODUCT SELLER: [Dell Inc., One Dell Way, Round Rock, TX 78682]

Product Description	Product Location	Lessee Purchase Order No.	Primary Term (Mos.)	Commencement Date*

Rent is payable: ____in advance; ____in arrears [specify]

* The Commencement Date may be extended for one month (or quarter or year as appropriate) increments until the Schedule is returned in accordance with the terms stated in Section 2(a) of the Agreement. Lessor may charge Lessee a prorated portion of the Rent accruing from the Acceptance Date to the Commencement Date, as such date is finally determined.

LEASE PURCHASE PROVISIONS

The following provisions shall apply with respect to this Schedule in addition to those provisions in the Agreement:

1. SECTION 4. RENT; TAXES; PAYMENT OBLIGATION.

Insert as a new last sentence to subsection (a) the following:

"For the purposes of this Schedule, the Rent and Purchase Price (as of the applicable Purchase Date) are shown in the chart below or on Exhibit "B", attached to and made a part hereof.

Payment Number/ Purchase Date	Rent	Interest Portion	Principal Portion	Purchase Price"

Add as a new last sentence to subsection (b) the following:

"Because the Products will be used for a governmental or proprietary purpose of Lessee, they are exempt from all sales, use and property taxes."

2. SECTION 11. REPRESENTATIONS, WARRANTIES AND COVENANTS OF LESSEE. For purposes of this Schedule, add paragraphs (j) through (t) as follows:

For purposes of this Schedule, add paragraphs (j) through (t) as follows:

"(j) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, including but not limited to, the execution (and delivery to Lessor) of information statements requested by Lessor;

(k) Lessee will not do, cause to be done or fail to do any act if such act or failure to act will cause this Agreement, or any transaction hereunder, to be an Arbitrage Bond within the meaning of Section 148 of the Code or a Private Activity Bond within the meaning of Section 141 of the Code;

(l) The total cost of the Products listed in this Schedule will not be less than the total Principal Portion of the Rent listed in this Schedule;

(m) The Products listed in this Schedule have or will be ordered within six months of the date hereof in order to commence such Schedule;

(n) The Products listed in this Schedule are expected to be delivered and installed, and the Seller fully paid, within one year from the date hereof;

(o) No fund or account which secures or otherwise relates to the Rent has been established;

(p) Lessee will not sell, encumber or otherwise dispose of any property comprising this Schedule prior to the final maturity or termination of such Schedule without a written opinion of nationally recognized bond counsel to the effect that any such disposition will not adversely affect the exclusion of interest on the Rent from gross income for federal income tax purposes;

(q) Lessee agrees to execute, deliver and provide Lessor with satisfactory evidence of the filing of such documentation, as may be required for the purposes of properly reporting this Schedule, including, without limitation, IRS forms 8038-G or 8038-GC, as required under the Code;

(r) It is expected that Rent under this Schedule will be paid from periodic appropriations of the Lessee deposited into the general fund of the Lessee, that such appropriations will equal the Rent due during each Fiscal Period of Lessee, and that all amounts paid for Rent will be from an appropriation made by the Lessee during the Fiscal Period in which such Rent is made;

(s) To the best of our knowledge, information and belief, the above expectations are reasonable; and

(t) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103, 141 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rent from gross income for purposes of federal income taxation.

Without limiting the generality of the foregoing, Lessor hereby gives notice to Lessee that, upon execution of this Schedule by Lessor, Lessor shall assign all of its right, title and interest in, to and under this Schedule, including all Products and all payments owing under such Schedule, to Dell Equipment Funding L.P. ("DEF") pursuant to a purchase agreement between the Lessor and DEF. Lessee hereby acknowledges and consents to such assignmentand shall keep, or cause to be kept, a complete and accurate record of all such assignments in a manner and form necessary to comply with Section 149(a) of the Code and the Treasury Regulations promulgated thereunder. Lessor hereby directs Lessee to continue to make any and all payments required to be made under this Schedule directly to Lessor, as servicing agent for DEF, at the same address to which Lessee is currently making payments unless and until Lessor is directed by DEF to make such payments to a different address or payee."

3. **SECTION 12. WARRANTY ASSIGNMENT; EXCLUSION OF WARRANTIES; LIMITATIONS ON LIABILITY; FINANCE LEASE.** For purposes of this Schedule, delete "FINANCE LEASE" in the title of this Section and delete paragraph (d).

4. SECTION 17: OWNERSHIP; LIENS AND ENCUMBRANCES; LABELS.

Insert at the end of the paragraph the following:

"If Lessee has not terminated the Lease in accordance with Section 5 of the Agreement and no Event of Default has occurred and is continuing, then upon payment of all Rent and other amounts due under this Schedule and the Agreement, at the end of the Lease Term, Lessee is entitled to Lessor's interest in the Products "AS IS, WHERE IS," without any warranty or representation by Lessor, express or implied, other than the absence of any liens by, through or under Lessor. Lessee will deliver to Lessor documents reasonably requested by Lessor to give public notice of Lessor's interest in the Products.

5. **PURCHASE OPTION.** Provided that no Event of Default has occurred and is continuing, and at least 60 days but no more than 180 days before the purchase date ("Purchase Date") selected by Lessee, Lessee will give irrevocable written notice to Lessor of its intention to:

(i) purchase the Products for $1.00 at the end of the Primary Term;
(ii) purchase the Products at the Purchase Price as stated in Paragraph (i) above or as listed on Exhibit B, so long as all other amounts due on the Purchase Date have been paid in full; or
(iii) return the Products in accordance with the Agreement for a fee agreed upon by both parties.

Upon satisfaction by Lessee of such conditions, Lessee shall be entitled to Lessor's interest in the Products, AS IS, WHERE IS, WITHOUT WARRANTY OR RECOURSE, EXPRESS, IMPLIED OR OTHERWISE, BY OR AGAINST LESSOR, INCLUDING ANY WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT, other than the absence of any liens by, through, or under Lessor.

As continuing security for Lessee's obligations hereunder, Lessee hereby grants to Lessor, a first-priority security interest in all of Lessee's rights and interest in and to the Products and all proceeds thereof, free and clear of all security interests, liens or encumbrances whatsoever.

6. COMPLETION OF SCHEDULE. Lessee hereby authorizes Lessor to insert or update the serial numbers of the Products from time to time as necessary.

By signing below, each of the parties hereto agrees to be bound by the terms of the Agreement, this Schedule and the attached Exhibits "A" and "B".

(Lessee)	**DELL FINANCIAL SERVICES L.L.C.** **(Lessor)**
BY: _____	By: _____
(Authorized Signature)	(Authorized Signature)
_____	_____
(Name/Title)	(Name/Title)
Date: _____	Date: _____

Dell Financial Services™

BILLING AND LEASE SCHEDULE INFORMATION
(THIS FORM MUST BE COMPLETED BY THE INDIVIDUAL SIGNING THE DOCUMENTS AND A MEMBER OF YOUR ACCOUNTS PAYABLE TEAM)

I. INVOICING/BILLING:

Will your accounts payable be for:
☐ 1 Central Location ☐ 1 for each Dept., Campus, Agency (need address for each)

Customer's accounts payable address for invoices

Company Name: CITY OF BOYNTON BEACH, FLORIDA

(as filed with your Secretary of State) _____

Address: _____

City, State, Zip: _____

County: _____

Attention: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

Is a Purchase Order #required on the invoice? ☐ Yes ☐ No

TAX: Where required, Sales/Use Tax will be assessed and invoiced.

Does the Customer hold a valid exemption or direct pay certificate? ☐ Yes ☐ No

If yes, please ATTACH a copy of the certificate for each state to this document.

(NOTE: A certificate must be provided for each state in which lease Products are located.)

UCC Information Required:

Federal Tax ID#: _____ Type of Organization: _____

State Of Organization: _____ State ID#: _____

How will your Purchase Orders be placed? Will one Purchase Order cover:

☐ 1 Order Release ☐ Multiple Order Releases ☐ Blanket Purchase Order
☐ 1 Ship to Address ☐ Multiple Ship To Locations
☐ 1 Group Only ☐ Multiple Groups (Depts, Campuses, Agencies)
☐ 1 Entire Lease Term ☐ Specific Periods - Explain _____

Please Describe your Requirements?

Will Shipping be:	☐ Financed	☐ Billed Separately	☐ No charge by Dell
Can you have:	☐ More than one PO#/Invoice		☐ Only 1 PO#/Invoice
Can your PO be:	☐ Split between 2 or more invoices		☐ Must be fulfilled in 1 invoice
Will you lease:	☐ Dell Equipment only		☐ Other Vendor(s) Equipment

Do you intend to finance upfront tax (if applicable) on the Lease Schedules? ☐ Yes ☐ No

Please Describe your Organizational Structure:

☐ Commercial ☐ Public/Municipal ☐ Other-Explain _____

☐ 1 Group Only ☐ Multiple Groups (Depts, Campuses, Agencies)

☐ 1 Accounts Payable ☐ Multiple Accounts Payables (1 per Dept, Campuses, Agency)

☐ Lease Schedules will be reviewed by one person ☐ Requires multiple step approval process

Commencement is:

☐ 1st of following month ☐ Acceptance ☐ Other-Explain _____

Interim Rent is:

☐ Charged ☐ Not Charged ☐ Other-Explain _____

Property Tax is:

☐ Rebilled Annually ☐ Other-Explain _____

Fiscal Year is from _____ **to** _____.

Notations:

_____

_____

_____

_____

II. PREPARING CUSTOMER'S A/P SYSTEM TO REMIT PAYMENTS TO Dell Financial Services L.L.C.:

Below is information commonly requested by customers in order to assist them in setting up their accounts payable system to pay Dell Financial Services L.L.C.:

Payee Name and Address:
Dell Financial Services L.L.C.
Payment Processing Center
Carol Stream, IL

Dell Financial Services L.L.C. Federal Tax ID # is: 74-2825828

What information will you require in order to set up payments to Dell Financial Services L.L.C. as a recurring payable?

_____

_____

_____

_____

III. PAYMENT METHODS to Dell Financial Services L.L.C.

VIA CHECK

Mail To: **Payee Name and Address:**
Dell Financial Services L.L.C.
Payment Processing Center
Carol Stream, IL

VIA WIRE TRANSFER

Please reference all information listed below to ensure proper credit each time a wire transfer is made:

Payable to: Dell Financial Services L.L.C.

ABA #:	071000039
Account #:	8188204944
Customer Account #:	
DFS Invoice #:	
Amount to be Applied per Invoice:	

VIA ACH

Payable to: Dell Financial Services L.L.C.

ABA #:	071000039
Account #:	8188204944
Preferred Format:	CTX+
Customer Account #:	
DFS Invoice #:	
Amount to be Applied per Invoice:	

IV. LEASE SCHEDULES:

Please refer to the Lease Schedule Sample attached.

Name of recipient(s) to receive monthly Lease Schedules **to reconcile:**

Attention: _____

Address: _____

City, State, Zip: _____

Phone & FAX Numbers: _____

E-Mail Address: _____

Name of individual(s) **to sign** monthly Lease Schedules (this individual should be named as an authorized signatory on the Secretary/Clerk Certificate):

Attention: _____

Address: _____

City, State, Zip: _____

Phone & FAX Numbers: _____

E-Mail Address: _____

V. LEASED ASSET REPORT

Please refer to the attached Lease Asset Report Sample.

Will you require a Lease Asset Report? ☐ Yes ☐ No

If yes, how frequent? ☐ Monthly ☐ Quarterly ☐ Annually ☐ Other _____

Attention: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____

FAX Number: _____

E-Mail Address: _____

Would you prefer to have your Leased Asset Report posted to your Premiere Page? ☐ Yes ☐ No

Login: _____

Address: _____

PLEASE ADVISE LESSOR AT THE ADDRESS LISTED BELOW OF CHANGES IN THE INFORMATION PROVIDED ABOVE.

Please return this document along with all other required documents to:

Dell Financial Services L.L.C.
Public Segment Lease Administration
One Dell Way
RR3-56
Round Rock, TX 78682

Completed/Confirmed By:

Lessee: Lessee Document Signatory	Lessee Accounts Payable Representative
By: _____	_____
Name: _____	_____
Title: _____	_____
Date: _____	_____

Dell Financial Services™

Secretary/Clerk Certificate Instructions

1. In the blocks under paragraph (ii) with the headings "NAME OF AUTHORIZED SIGNATORY", "TITLE OF AUTHORIZED SIGNATORY" and "SIGNATURE OF AUTHORIZED SIGNATORY", all persons who are authorized to execute and deliver the and any related Lease Schedule(s) from time to time thereunder between the Public Entity and Dell Financial Services L.L.C. should write or type his/her name under the "Name of Authorized Signatory" heading, write or type his/her title under the "Title of Authorized Signatory" heading, and sign his/her name under the "Signature of Authorized Signatory" heading in the block across from his/her name and title. **The person(s) listed and executing in the blocks under paragraph (ii) must not be the same person executing the Certificate on behalf of the Public Entity (Clerk, Secretary, etc.) listed at the top of the Certificate and executing in the signature block at the bottom of the Certificate under the "In Witness Whereof" language;**

2. The Clerk, Secretary, etc. should insert the No. in paragraph (iii), if known;

3. The Clerk, Secretary, etc. should strike paragraph (v) of the Certificate if this paragraph is not applicable to the Public Entity;

4. If paragraph (v) of the Certificate is applicable to the Public Entity, the Clerk, Secretary, etc. should insert "regular" or "special" in the first blank and then insert the date of the meeting of the governing body of the Public Entity in the second blank;

5. The Clerk, Secretary, etc. should write or type the Fiscal Period of the Public Entity in paragraph (ix);

6. The Clerk, Secretary, etc. should write or type his/her name, title, name and State of the Public Entity in the top portion of the Certificate and date, sign & print his/her name and title at the bottom of the Certificate under the "In Witness Whereof" language; and

7. If required by local law, the Certificate should be notarized by a notary public. The notary public should be a person other than the Clerk, Secretary, etc. executing under the "In Witness Whereof" language of the Certificate.

Dell Financial Services™

SECRETARY/CLERK CERTIFICATE

I, _____, do hereby certify that:

(i) I am the duly elected, qualified, and acting _____ (Clerk, Secretary, etc.) of CITY OF BOYNTON BEACH, FLORIDA, a FL public entity (the "Public Entity").

(ii) Each of the persons whose name, title and signature appear below is a duly authorized representative of the Public Entity and holds on the date of this Certificate the formal title set forth opposite his/her name and the signature appearing opposite each such person's name is his/her genuine signature:

NAME OF AUTHORIZED SIGNATORY (cannot be Clerk/Secretary authenticating this certificate)	TITLE OF AUTHORIZED SIGNATORY	SIGNATURE OF AUTHORIZED SIGNATORY
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(iii) Each such representative is duly authorized for and on behalf of the Public Entity to execute and deliver that certain Master Lease Agreement No. 584587-38040 (the "Agreement") and any related Lease Schedules from time to time thereunder (the "Schedules") between the Public Entity and Dell Financial Services L.L.C., or its assignee (collectively, "Lessor"), and all agreements, documents, and instruments in connection therewith, including without limitation, schedules, riders and certificates of acceptance.

(iv) The execution and delivery of any such Agreement and/or Schedule and all agreements, documents, and instruments in connection therewith for and on behalf of the Public Entity are not prohibited by or in any manner restricted by the terms of the Charter or other document pursuant to which the Public Entity is organized or of any loan agreement, indenture or contract to which the Public Entity is a party or by which it or any of its property is bound.

(v) [STRIKE IF NOT APPLICABLE] The Public Entity did, at a duly called _____ (regular or special) meeting of the governing body of the Public Entity attended throughout by the requisite majority of the members thereof held on the _____ day of _____ by motion duly made, seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of the Agreement, the related Schedule(s) and all agreements, documents, and instruments in connection therewith on behalf of the Public Entity by the authorized representative(s) of the Public Entity named in paragraph (ii) above. Such action approving the Agreement, the related Schedule(s) and all agreements, documents, and instruments in connection therewith and authorizing the execution thereof has not been altered or rescinded by the Public Entity.

(vi) No event or condition that constitutes (or with notice or lapse of time or both, would constitute) an Event of Default, as defined in the Agreement, exists at the date hereof.

(vii) All insurance required in accordance with the Agreement is currently maintained by the Public Entity.

(viii) The Public Entity has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rent payments scheduled to come due during the first Fiscal Period and to meet the Pubilc Entity's other obligations for the first Fiscal Period, as such terms are defined in the Agreement, and such funds have not been expended for other purposes.

(ix) The Fiscal Period of the Public Entity is from _____ to _____.

(x) The foregoing authority and information shall remain true and in full force and effect, and Lessor shall be entitled to rely upon same, until written notice of the modification, rescission, or revocation of same in whole or in part, has been delivered to Lessor, but in any event shall be effective with respect to any documents executed or actions taken in reliance upon the foregoing authority prior to the delivery to Lessor of said written notice of said modification, rescission or revocation.

IN WITNESS WHEREOF:

By: _____

Name: _____

Title: _____
(Clerk or Secretary)

Date: _____

Subscribed to and sworn before me:

Notary Public: _____
(Name)

Date: _____

My commission expires: _____

BOYNTON BEACH POLICE DEPARTMENT

INTER-OFFICE MEMORANDUM

TO: Kelly Harris
Chief of Police
via Chain of Command

FROM: Doug Solomon
Technical Services Manager

REF: Laptop Lease/Purchase Recommendation

DATE: 11/16/2017

I would like to submit this memorandum and attachments as my recommendation for the lease/purchase of 60 Panasonic CF-54 Semi-Ruggedized Laptops from Insight Public Sector and Dell Financial Services, utilizing Communications 12-50 Funds, in the amount of $51,456.58 per year for 3 years with a $1 buyout at the end of the lease term. Pricing for these laptops is based on the Florida NASPO ValuePoint Computer Hardware (#MNWNC-124/43211500-WSCA-15-ACS).

On November 7, 2017, the City Commission approved the purchase of a new CAD/RMS system from Spillman Technologies. In order to effectively and efficiently run this new software, we need to update the mobile devices currently utilized by Uniform Services to include both the Windows 10 Operating System and 64-bit processors.

Of all the laptops currently deployed to the 68 Uniform Services personnel, only 10 laptops meet the optimal standards outlined by Spillman (document attached). Other laptops currently deployed are running Windows 7 with 32-bit processors. Every single one of these laptops are well past end of life with some being over 9 years old. This presents the following issues:

- Windows 7 is no longer supported (mainstream support from Microsoft ended January 13, 2015)
- Laptops with 32-bit processors can only accommodate a maximum of 4GB Memory (the recommended model calls for 8GB memory, but can be upgraded to 32GB if needed).
- Because the hardware is so old and out of warranty, when components fail, Technical Services personnel have to harvest working parts from other laptops (to include screens and motherboards) to make them functional.
- Many of the new applications we need to install (for example Evidence Management, Body Cam applications) require computers with current technology to operate at optimal levels. These computers are incredibly slow, and have trouble running many of these newer applications.

Benefits of new laptops include:

- Embedded Verizon Air Cards, backlit keyboards for easier use at night, and solid state hard drives for faster, more reliable performance.
- Windows 10 comes standard with Bit Locker encryption, so we can reduce the license count of our current Symantec Encryption software.
- Once we outfit Uniform Services with these new laptops, we will then be able to take the best of what is left and have those available for personnel to use when they travel to schools, conferences or other venues where the fast performance needed for CAD/RMS is not required.

It should also be noted that we are down to having virtually no spare laptops for Officers to use when their laptops are in for service, or new laptops for newly hired Officers. Given the current state of laptops in use by Police Officers on the road, I recommend that the City go ahead with this lease purchase. For comparison, I have also included a quote for what it would cost to purchase them outright.

Should you have any questions, please do not hesitate to contact me.

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/6/2018

REQUESTED ACTION BY COMMISSION: Provide direction to staff regarding potential land sale or transfer of City owned land parcel adjacent to Palm Beach Leisureville.

EXPLANATION OF REQUEST:
At its December 5, 2017 meeting, the City Commission considered potential land sale and transfer of city owned parcels for the purpose of private development. The Commission specifically reviewed the land parcel located adjacent to Palm Beach Leisurveville. This parcel is properly depicted in the attached exhibits.

As a result of this meeting, the City Commission requested additional staff research and recommendations. The Commission desired more information on how Palm Beach Leisureville would develop that adjacent land parcel and further if Palm Beach Leisureville would offer financial payment to the City.

Leisureville Land Parcel

The City received two formal offers for this parcel and have received interest from other parties if the land was offered for private development.

- Palm Beach Leisureville Community Association (PBLCA) has clarified their land use intent as depicted on the attached exhibits. The PBLCA plan is to construct traditional park elements including a pavilion, walking trail with fitness elements, bocce ball court, pickle ball courts, and a yet to be defined dog park/walk area. The proposed site plan is attached to the agenda item. PBLCA understand that they must comply with standard permitting procedures of the City and may be required to post a bond to ensure the work is completed. PBLCA intends to allow use of this park by local Boynton Beach residents residing outside Leisureville. They propose vehicle gates to close the facility at night and maintenance by Leisureville staff. PBLCA advises staff that a prior bid amount of $24,999.99 is still offered for the land.

- Habitat for Humanity offered the City $50,000 for the parcel and provided the City with a layout for 11 new lots and proposed to build 3-4 bedroom homes that would appraise between $225,000 and $250,000 which would be available for low income families through Habitat's home ownership program. The proposed subdivision would connect SW 1st Ave and SW 1st Ct eliminating two dead end roads that do not have cul-de-sacs. The proposed lot and home sizes are compatible with the existing neighborhood. This offer and concept plan is attached as part of the last discussion item.

- Staff has also received several inquiries concerning the property from home builders that are also interested in subdividing the land and constructing homes compatible with the surrounding area. The City has not received any formal offers to date.

All of the proposals are feasible and offer different advantages to the City.

Summary

- Leisurville land parcel - The City Commission can:
    1. Sell the land to PBLCA and accept the PBLCA proposal to develop park land with a negotiated

contract that requires development within an agreed schedule.
2. Sell the land to Habitat for Humanity in the amount of $50,000 as discussed in December for the purpose of creating 11 single family homes
3. Offer the land through a sealed bid process for single family home development by the highest bidder.

Staff recommends that the Commission authorize staff to negotiate a contract that includes contract language that requires a constructed project within an approved time frame to ensure the land is utilized for the purpose determined by the Commission in a timely manner.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
If the PBLCA builds and maintains the park with a perpetual maintenance agreement, there should be no economic impact to the City and if it is open to the public, it will provide additional park land for use by residents.

The other options will add revenue to the City through additional property taxes and utility fees. The subdivision option also helps alleviate service issues that the City has with dead end streets without turn around areas.

FISCAL IMPACT: The fiscal impacts are discussed above.

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Attachment	Leisureville Proposal Jan 2018
🗋	Attachment	December 2017 Agenda Item

Leisureville Proposal

January 10, 2018

Subject: City vacant land

From: shirleycassa@yahoo.com

To: bevcoccoli@comcast.net; haleide@gmail.com; louisef3609@aol.com; dwmmi@aol.com; chrislee@christophernlee.com; peter.senftleben@yahoo.com; pblbod33426@gmail.com; tazzerbobo@yahoo.com

Cc: lhughes@campbellproperty.com; mbarkman@campbellproperty.com; ebradley@campbellproperty.com; smschone@gmail.com

Date: Wednesday, January 10, 2018 04:03:57 AM EST

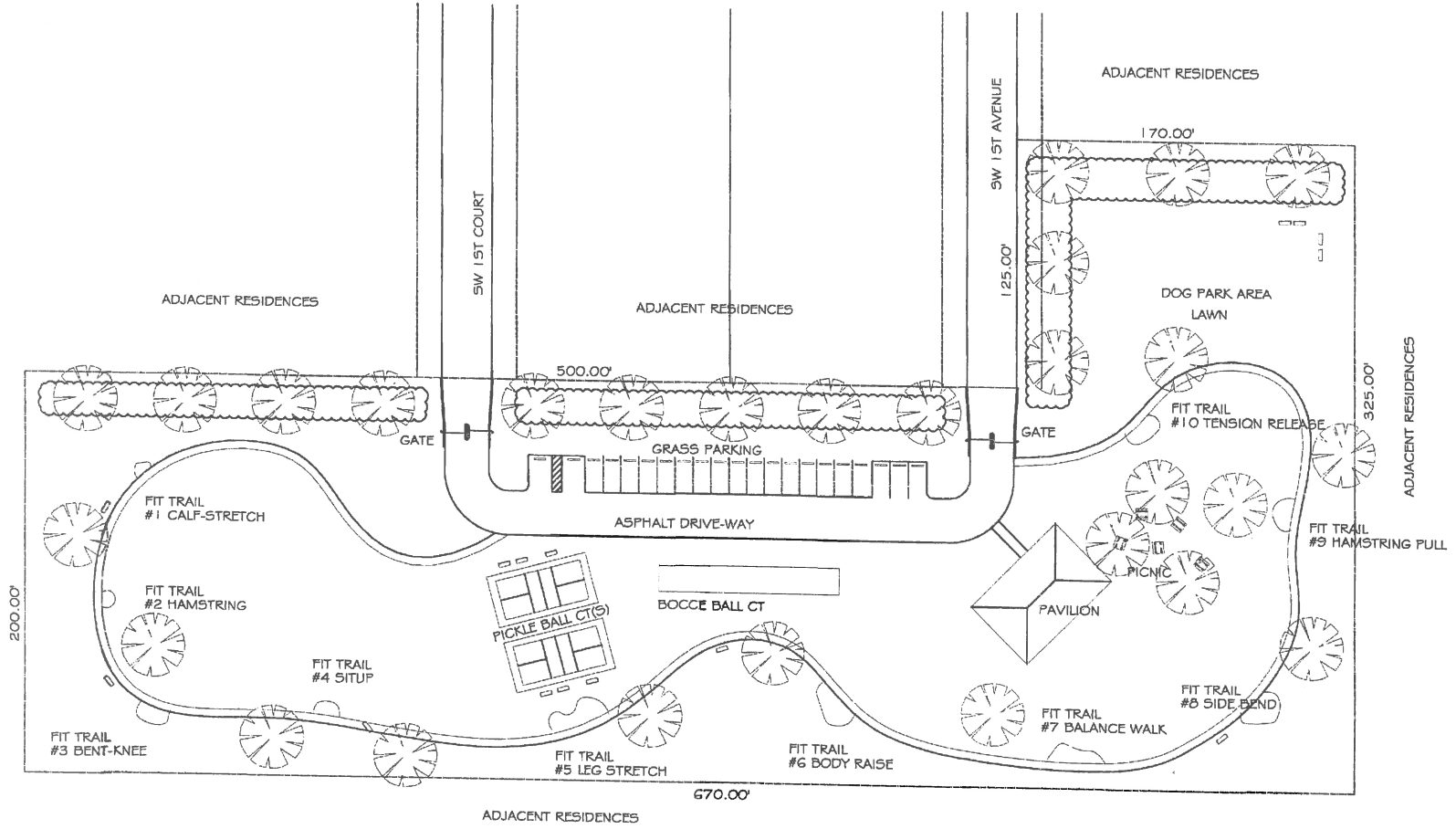
Good morning,

The city of Boynton Beach is offering their vacant land parcels to those with an interest of obtaining such. The land to the north east of PBLCA is one of those pieces. This land is 3.62 acres. (see attachment) PBLCA is interested in this lot. If this lot is obtained it will protect our border from the possibility of Habitat for Humanity obtaining the lot and building 11 single family, affordable, all age homes. (see attachment)

To be consider to obtain this land the city at an open commissioners meeting requested PBLCA to submit a preliminary site plan for the usage of the land. (see attachment) The city also requested a time line for the project. This is my suggestion and definitely is open for discussion (see attachment)

We need to move forward quickly before Habitat for Humanity or another developer acquires the land.

Shirley Cassa
shirleycassa@yahoo.com
561-271-0392 cell text



SITE PLAN

1/8"=1'-0"

NOTES:
1. THE SURVEY IS BASED ON DIMENSIONS PROVIDED BY THE CLIENT (A PROFESSIONAL SURVEY WILL BE PROVIDED PRIOR TO A FORMAL APPLICATION FOR DEVELOPMENT)
2. THE PLAN IS CONCEPTUAL AND PROVIDED FOR DISCUSSION PURPOSES ONLY, ACTUAL SIZES, LOCATIONS AND DETAILS WILL BE PROVIDE WITH FORMAL APPLICATION FOR DEVELOPMENT
3. THE PROPOSED PARK IS PRIVATE FOR THE PALM BEACH LEISUREVILLE COMMUNITY ONLY (GATED ACCESS IS PROPOSED)
4. A LANDSCAPE ARCHITECT WILL BE INCLUDED FOR THE DESIGN, TABULATION, AND SELECTION OF TREES, SHRUBS, AND GROUND COVER - INCLUDING IRRIGATION DESIGN, WHEN A FORMAL APPLICATION FOR DEVELOPMENT IS MADE.

SITE DATA:

ZONING	R1AA (RESIDENTIAL) PARK PERMITTED	
FLU	MoDR	
GROSS SITE AREA	3.62 AC (157,687 SF)	100%
PAVING	9,400 SF	6%
PICKLE BALL CT	2,700 SF	1.7%
STRUCTURE	2,400 SF	1.5%
PARKING	HC - (2), PAVED - (3), GRASS - (16) (21) TOTAL SPACES PROVIDED	
PAVILION	60' X 40' (2,400 SF)	

SEAL
Steven W Siebert
AR0017834

STEVE SIEBERT ARCHITECTURE
STEVE SIEBERT ARCHITECTURE
466 N. FEDERAL HWY
BOYNTON BEACH, FL 33435
ph. 561.880.7894
steve@steveslebert.com

PROPOSED PARK FOR:
PALM BEACH LEISUREVILLE COMMUNITY ASSOCIATION
08-43-45-29-00-000-1040
BOYNTON BEACH, FL

PROJECT NO.: SKETCH
DATE: 12.06.17
DRAWN BY: S.W.S.
CHECKED BY:
REVISIONS:

SITE PLAN SKETCH

SK.1
SHEET NO.

PALM BEACH
LEISUREVILLE PARK PROJECT
0843452900000

Projected phases: ***LEISURE PARK***

1. Time to complete the park: 2-5 years

2. **Phase one:**
   Boundary Survey/ topographical elevation, Civil engineer plans
   Six months for permitting

   Post hours of operation for the park (dawn to dusk)
   Gates on SW 1st ave and SW 1st ct to control vehicles in the park
   Fitness Trail and parking asphalt installed
   Landscape design for the trail. Using zero scape with native plants We will use Betty Thomas as a model for our park.

   Phase two: Pavilion for functions outdoors. Electrical added into the park at this time. Additional landscape added second phase

   Phase Three: Pet friendly area: allowance for pets within the area where a pet park couid be constructed if the demand for this arises and a reasonable amount of space is available.
   Phase Four: Bocce ball courts

   The usage of the park will be dawn to dusk. PBLCA Security Company patrols 365 days a year which will see that the gates are locked at dusk. The trash will be removed by the pblca staff. PBLCA has the equipment from the Golf Course to maintain the grounds. The existing irrigation from PBLCA will allow the extension of the sprinklers to irrigate the park where needed.
   PBLCA would like to be neighbor friendly with Lake Boynton Estates to our east with the park; thereby allowing access to the non PBLCA

residents. Of course if this becomes problematic, we would reserve the right to fence and prevent walk ins.

08434529000001040

January 16, 2018

1:2,257

0 0.0175 0.035 0.07 mi

City Commission Agenda Item

City Commission Meeting Minutes Excerpt

December 5, 2017

Provide direction to staff regarding potential land sale or transfer of City owned land parcels, one adjacent to Palm Beach Leisureville and the other adjacent to Galaxy Elementary School.

protect serve and uphold the Constitution, she meant it. She indicated the US Constitution was open to interpretation. She stated in history there were Jim Crow laws, and they were legally upheld. Commissioner Romelus said this was a topic as an item for discussion. She was speaking about Hondurans, Nicaraguans and Haitians who were temporarily placed here. It was the general consensus from the other Commissioners this was not the direction to be pursued. What she simply asked was that the City of Boynton Beach Police Department not actively engage in the act of rounding up individuals solely based on their current immigration status. She did not say the City do not oppose or impede their ability to do their jobs. She asked that we do not play the active role of being the bogeyman or big brother. This will place people in a situation and they are in fear of police officers. She clarified this was something being discussed. This was not something that her colleagues would support.

Mayor Grant stated we have direction from the board not to move forward with the Sanctuary City.

Commissioner Romelus asked Chief Katz what was the role of the Police Department when it comes to actively seeking out the immigration status of the residents.

Chief Katz indicated it was not the role of the Police Department to target individuals for their immigration status.

Commissioner Romelus wanted to understand individuals would not be targeted with the intent to look for their immigration status. Chief Katz stated it was not within the Police Department standard practice to conduct immigration operations or do immigration sweeps.

Commissioner Romelus thanked the Chief for the clarification.

Mayor Grant called a 5 minute recess.

(*Commissioner Romelus left at 9:54, did not return after the break*)

C. Provide direction to staff regarding potential land sale or transfer of City owned land parcels, one adjacent to Palm Beach Leisureville and the other adjacent to Galaxy Elementary School

Jeffrey Livergood, Director of Public Works and Engineering, said he was pleased to address the dais. In the October 2017 Commission meeting the Commissioner requested staff to evaluate the potential sale over the coming months if it was in the best interest of the City to remove parcels from City ownership. Those parcels included Nickel's Road, Leisureville Parcel, Rolling Green, Galaxy School Scrub, as well as some contiguous lands in the Meadows and Nautica's sound subdivision. The analysis begins tonight because there have been some offers for potential acquisition. The offers were for the Leisureville property as well as Galaxy Scrub parcel. Mr. Livergood

indicated he provided guidelines on steps needed to be taken in order to sell real property. He wanted to mention that any property was valued more than $100,000 requires there must be an appraisal, and if the land would be sold for less than the appraised value must have a super majority vote. Mr. Livergood said the Leisureville property was 3.62 acre deeded to the City as part of the Tradewind Project. There is a land parcel deeded to the City as part of the park. He believed the 3.62 acres would be available for sale.

Mr. Livergood indicated the City has two potential buyers. The City received an offer from Habitat for Humanity for $50,000; the purpose was to build 11 single family homes with matching zoning. He stated they received a request from Palm Beach Leisureville they would like to have the property deeded to them at no cost, for recreational use to be determined at a later date.

Commissioner Casello asked if Leisureville wanted the entire parcel or for a section.

Mr. Livergood stated they asked for the entire parcel, but he believed they would take a portion. The request was exploratory in nature, to see if the City would consider.

Mr. Livergood indicated the 3.62 land parcel has no value from a recreation standpoint, no public service we can place on the parcel. He spoke with Wally Majors and he was in agreement with him. Staff does not see any recreation value; the parcel was at 2 dead-end roadways. Staff believes another higher purpose would be of value to the community. Mr. Livergood indicated there was a staff recommendation to construct 11 homes that was reasonable. Staff would recommend the sale to Habitat for Humanity was subject to the review of the final plat. He continued, if not, the Commission would prefer to seek bids. The land parcel has a value of $275,000. Staff was looking for guidance of what the City believes is the best use of the property.

David Katz, 67 Midwood Lane, said it was a few years ago Leisureville was willing to pay $24,999. They can do that without going to the HOA without a vote. The City turned them down. He said Leisureville was willing to pay $24,999. His recommendation would be to sell it to Leisureville because they want to turn it into a recreational facility. He was not recommending selling it to Habitat for Humanity.

Commissioner Casello asked if Leisureville would be willing to accept a section of the land.

Shirley Cassa, 217 SW 14 Street, said she was speaking as a resident of Leisureville. Originally they wanted the entire parcel but they were willing to take a portion. The community wanted to develop the property for recreational purposes. To put 11 homes in that small area, and backing up to NW 10 court for our community, places us in an area of all ages. We would appreciate the City accepting the offer of $24,999.

Commissioner Casello asked if Leisureville would be willing to negotiate regarding the property. Ms. Cassa indicated she would like to have the entire portion, but would be willing to take a smaller portion on the southern end.

Commissioner McCray inquired as to putting in tennis courts, would Leisureville be in favor of having other homes there. Ms. Cassa indicated she would like to see 55 and older or veteran homes. She said it would be much nicer to have the same type of property. She explained there was a bowling alley and a hotel. The residents of the community have spoken out and indicated they should have purchased the land, to protect Leisureville, to have something more common for the resident to have. Leisureville does not restrict on size of dogs. They could possibly have a recreation center, a bike trail, dog park or some outside activity.

Commissioner McCray asked if they would be willing to have a dog park? Would Leisureville build everything, along with the clubhouse? Ms. Cassa said this would need to go to the Board of Directors. She said Leisureville did not have the ability to pay more than $24,999.

Commissioner McCray asked if Leisureville was given the green light to go forward, how quickly the Leisureville Board get back to the Commission with an agreement. Ms. Cassa indicated they have a meeting December 19, or they can have a special meeting.

Commissioner McCray said he would like to see what Leisureville was willing to do and willing to pay, and take up the expense to build those items. Ms. Cassa said a letter of intent of possible ideas has been provided to the Commission in the back up.

Vice Mayor Katz said the parcel was brought to his attention by a resident of Leisureville. The land sits vacant. It has value. Vice Mayor Katz indicated Leisureville was in his district. He would recommend getting the parcel into Leisureville hands. He was recommending the southern portion of the property to Leisureville hands either by purchase or by gift if the board saw fit. He indicated he takes a hard position regarding seeking additional revenue.

Jeff Fengler, Habitat for Humanity, Construction Director, said he said he looks around to see what Habitat for Humanity can take and turn into a functioning community. It is easier to develop the area. He said he was unaware that there were conversations with Leisureville. Habitat for Humanity contacted the City of Boynton Beach and contacted Bradly Miller, who came up with the site plan with the density. He indicated the lots are 75 by 110. Leisureville lots are about 55 by 80. Habitat would not shoehorn any houses. The property has a couple issues. Habitat tries to design for the connecting roadway. We could place 11 homes on the property; the current appraised value was $225,000 and a low of $180,000. From a financial stand was $2.5M in capital improvement on the City tax roll. When Habitat could go in and build 11 homes for attainable and workforce housing, that was a big deal for them. We are making a real investment for Boynton

Beach; he did not know if a developer would give $300,000 and spend an additional $300,000 on infrastructure.

Commissioner Casello inquired if the design would complement Leisureville.
Mr. Fengler said Habitat for Humanity would come to the City of Boynton Beach with some designs.

Commissioner Casello questioned access of those potential homes, would access be through Leisureville. Mr. Fengler replied no, it would be south and southwest. Mr. Fengler indicated they have not had any discussion at this time. But Habitat would make sure to enhance the traffic flow for the entire neighborhood.

Commissioner McCray asked if Habitat would make the units 55 and over. Would that be a consideration? Mr. Fengler stated these homes would be single family homes typically the homes consist of 3-2 bedrooms, 1300 square feet including the garage. They easily fit on a 110 feet parcel of land.

Commissioner McCray indicated he wanted to see what both wanted to do for the property. Mr. Fengler contended his best offer. Commissioner McCray wanted to see Leisureville proposal.

Mr. Fengler argued it was the children of those families that will change the future. He said the national average for mortgages was 7 years. He said the family live in a Habitat home for 30 years. The homes become the focal point.

Mayor Grant opened to public comment.

Barbara Ready, 329 SW 13 Avenue, stated that Habitat is a great company. The homes they built on Ocean Breeze West were wonderful. Some homes in Cherry Hill would be great. When she looks at the map; the City could do some good by giving Leisureville the opportunity to come back with a proposal. The City would only be getting a portion of those tax dollars. The payoff was to give that generation something to do.

Susan Oyer, 140 SE 27 Way, she was Habitat's biggest supporter. She thought this would be a mistake, which would not be a good thing. She could see a lot of nuisance calls. She indicated the old and the young will have some problems.

Commissioner Casello indicated he was in agreement with Commissioner McCray; he wanted to know what Leisureville could come up with. They needed to come up with some money and a plan.

Mayor Grant concluded this was the direction for staff.

Mr. Livergood stated the next property was Galaxy Scrub; it is north of the new Galaxy Park. The school was immediately south of the ball field. The City began to work with

the School Board of Palm beach County to redevelop the new Galaxy Elementary School. What ensued was a land swap. The City took ownership of the Galaxy Scrub area. The Galaxy scrub was 5.8 acre. It was clearly denoted with a deed restriction. The restriction was to use the property for public park purposes. The only way the deed restriction could be released would be released by the School Board of Palm Beach County. If the Commission wanted to take any actions would be to contact to School Board to release the parcel. Habitat could construct 22 single family homes consistent with the present zoning. Habitat would need to access the quality of the scrub. The second step the area was listed on the City Future Land Use map as preserved open space. It was part of the City Comprehensive Plan. The City would need to amend it comprehensive plan with the State.

Commissioner Casello asked even if we do not do anything with the land, could we get the School Board to remove the deed restriction.

Commissioner McCray said the first step would be approach the School Board about the deed restriction. He does not see why the City was engaging in conversation.

Mayor Grant agreed to move forward to remove the deed restriction.

Mr. Livergood pointed out by removing the deed restriction, would not change the encumbrance that was on the property. It does not change the comprehensive plan and the residents have an opinion on whether or not they want it to remain a scrub land or not.

Mayor Grant asked if the property was currently fenced off, and do the adjacent property owners have access to the scrub. Mr. Livergood replied no.

Mr. Livergood indicated one of the goals when the City acquired the land was to have an educational trail. The only access to the Park right now was from the south off of 4th Avenue. We do not get use from the park. The ball field is seldom used. The park was falling in disrepair. From a recreation perspective would be to open it up to the community.

Mayor Grant inquired do we have a road or a path. Mr. Livergood indicated it would be a pedestrian path only.

Mayor Grant opened public comments.

Barbara Ready, 329 SW 13 Avenue, wanted to gently remind the Commission that the Comprehensive Plan calls for 2.5 acre of green space per 1000 heads. She did not know how many heads were going to be gained from Town Square, 500 Ocean and Ocean One. This should be in the neighborhood of more than a thousand. She said there are protected species. The Galaxy school was an environmentally sensitive school. It was the only LEED design school in the nation. She was under the

impression, it would provide an opportunity for the children to have nature, and study species. She said once it was gone it's gone. She asked Habitat to get that parcel from Cherry Hill.

Susan Oyer, 140 SE 27 Way, did not want to sell this land. The City is short on green space. This affects the property value because of the green space. She does not see how we can justify getting rid of the scrub. The City needs this property for mitigation. We need to do the right thing for the climate.

Chris Montague 222 W Ocean Avenue, said we have very little green space left in the community. We have some nice scrubs. He was a big fan of Habitat of Humanity.

Mr. Fengler, Habitat for Humanity, liked the property. Habitat could construct 22 homes on that parcel. This was a nice piece of property that can be utilized. There was no access to the property. The determination of whether or not it was a scrub area in name only, there are over 200 acres designated as a scrub area. Habitat is prepared to move forward. Habitat has a relationship with the School board. They are prepared to hire an environmental audit firm which specializes in tortoise relocations. Mr. Fengler wanted to know if the City of Boynton Beach was interested and what was the commitment to move forward.

Commissioner Casello inquired as to who would be responsible for financing of the entire infrastructure, such as the road. Mr. Fengler stated Habitat would be responsible.

Commissioner Casello asked if habitat would be coming to the CRA asking for funding. Mr. Fengler indicated they would. This was in the CRA area. Commissioner Casello surmised they would be looking for contributions from the CRA.

Mr. Fengler indicated they could go to the School Board to lobby for the City. Commissioner McCray would not be in favor of Habitat going to the School Board. This was a City problem and City property, and staff needs to address the School Board and address the City issues.

Vice Mayor Katz inquired if given the opportunity, would Habitat be willing to place a deed restriction for teachers of Palm Beach County. Mr. Fengler replied that was difficult to place on a piece of property. He indicated Habitat could not limit the enrollment to teachers.

Mayor Grant said the City had a housing authority, not just within the TOD area. He thinks this was something the City was looking into. There was plenty of vacant land owned by the School Board. Mr. Fengler indicated he would like to sit down with the School Board. There are a few properties in Cherry Hill, which are owned by the School Board.

Mayor Grant advised the next meeting was December 21, at 8:00 am in the main conference room.

Mr. Fengler noted Habitat has built 70 homes in the City of Boynton Beach, and want to help make the City of Boynton Beach a better place.
Commissioner McCray indicated the City needed to seek removal of deed the restriction.

Motion

Commissioner McCray moved to seek removal of the deed restriction through the School Board of Palm Beach County. Commissioner Casello seconded the motion.

Vote

The motion unanimously passed.

D. **PROPOSED RESOLUTION NO. R17-125** - Approve a resolution by the City in support of proposal 61 of the Constitution Revision Commission.

Lori LaVerriere, City Manager, indicated this was one of more than 90 proposals the Constitution Revision Commission was considering. The Constitution Revision Commission convenes every 20 years to review the Constitution. She indicated with the current attack on home rule this proposal rose to the top of the list. Ms. LaVerriere requested Commission to consider supporting and communicating to Commission members as well as some of the subcommittee members regarding this proposal. The proposal entails any preemptive legislation the legislators try to pass. Any attempt to remove the City Home Rule must be in a standalone bill that goes before the legislator. The legislation cannot be imbedded within another rule. She continued the Bill would require 2/3 votes to pass. The City Manager indicated this Bill was very important to the City. She would encourage the residents to reach out and communicate with the Constitution Revision Commission.

Commissioner McCray indicated this was presented at the League of Cities Luncheon and he was for this resolution.

Commissioner Casello inquired if the City of Boynton Beach Resolution mirrors the League of Cities Resolution. Ms. LaVerriere replied no, the League wanted to review the City of Boynton Beach Resolution.

Motion

Commissioner McCray moved to approve. Commissioner Casello seconded the motion.

12.C.
NEW BUSINESS
12/5/2017

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 12/5/2017

REQUESTED ACTION BY COMMISSION: Provide direction to staff regarding potential land sale or transfer of City owned land parcels, one adjacent to Palm Beach Leisureville and the other adjacent to Galaxy Elementary School

EXPLANATION OF REQUEST:
At its October 17, 2017 meeting, the City Commission discussed the potential to sell certain lands owned by the City. The intent was to divest lands that are currently a maintenance burden and also have no planned future development plans. As a result, it was agreed that over the coming months staff would provide sale options on the following land parcels:

Nickels Road
Leisureville
Rolling Green
Galaxy Scrub

Contiguous lands in the Meadows and Nautical Sound subdivisions.

This staff analysis is the first of several in the coming months and focuses on the Leisureville and Galaxy Scrubs parcels. These parcels have been the subject of acquisition inquiry by private entities in recent weeks.

Prior to consideration of disposition of any municipally-owned land, it is essential to have an understanding of the codified process to sell property. The following section of City Code provides guidance. Section 2-56(c) is pertinent.

> **Sec. 2-56. Purchasing agent, selection, duties; competitive bidding.**
>
> (c) *Real property.* Real property may be sold in the manner recommended by the City Manager and determined by the City Commission to be in the best interest of the city. With regard to the sale of any real estate owned by the city which has an appraised value exceeding $100,000.00 as determined by the most recent valuation of the Palm Beach County Property Appraiser, no such sale shall be conducted or consummated until such time as subject property has been appraised by a disinterested qualified appraiser to be designated by the city commission for the purpose of establishing a fair market value thereon. The sale of real property for less than the fair market value shall require the approval by a vote of four-fifths (4/5) of the City Commission.

Leisureville Parcel

This 3.62-acre parcel was deeded to the City in 1990 as part of the Tradewinds project. The land was originally intended to be used for recreation purposes. However, at the time, city staff noted that this parcel was not particularly well located for public use. As a result, the developer of Tradewinds advised that the City would be free to use the land in any manner it chose or the city would be free to sell the land. Thus, the warranty deed recorded on November 27, 1990 has no deed restriction or any other encumbrance. Therefore, it would appear that absent a more thorough title search that the land can be sold by the City for any use, assuming compliance with all zoning regulations.

According to the Palm Beach County Property Appraiser, the land has a 2017 appraised value of $271,500. Therefore, according to Sec. 2-56 above, the land must be appraised prior to consummating a sale.

The City has received two inquiries for this land parcel summarized as follows:

Inquirer	Proposed Use	Offer to the City
Habitat for Humanity	11 Single Family Homes	$50,000.00
Palm Beach Leisureville	Undefined Recreational Use	$0.00

The two alternatives and impacts are discussed below.

Habitat for Humanity

The proposed use of single-family homes is consistent with the surrounding R1AA zoning district. Thus, Habitat would be required to have the land appraised for City Commission consideration and then re-plat the land accordingly. Staff believes that residential development is preferential because it is compatible with surrounding the single-family parcels. Should the Commission prefer to sell this land to Habitat for Humanity, it can only do so with a four-fifths majority vote because the land value is greater than $100,000.00.

Palm Beach Leisureville Community Association

Palm Beach Leisureville request that the land be deeded to the Association at no cost. In return, the Association advised that it would conduct community meetings to develop a recreational use desired by local residents. Like in 1990, city staff today does not believe this parcel is well located for recreational uses. The land is separate from all of Palm Beach Leisureville and will be a destination likely requiring additional automobile traffic on both SW 1st Court and SW 1st Avenue.

Leisureville Parcel Staff Recommendation

Should the City Commission believe that the Habitat offer to construct 11 residential properties is reasonable, then consistent with Sec. 2-56 the City Manager recommends sale to Habitat in the amount of $50,000.00 and subject to receipt of the final plat and Commission approval by a four-fifths majority. Should the Commission believe this monetary offer to be too low compared to the assessed value of $271,500.00, yet it still desires to sell the land parcel, the City Manager then recommends proceeding with creation of public bid sale documents.

Galaxy Scrub Land Parcel

This 5.8 acre parcel was deeded to the City by the Palm Beach County School District in 2012 as part of a larger land transfer program that supported construction of the new Galaxy Elementary School. The land parcel is deed restricted for public park use by the City according to the following language:

> As a material inducement to Grantor to convey the Property to Grantee and as part of the consideration for this conveyance, Grantor hereby imposes a restrictive covenant on the Property that it be used only for public park purposes and Grantee, for itself and its successors and assigns, covenants and agrees to abide by such restrictive covenant and not to permit the Property to be used for any purpose contrary to or inconsistent with the permitted use. Grantee accepts this conveyance subject to such restrictive covenant and acknowledges that it runs with the title to the Property.

The Warranty Deed for this land parcel further states:

> "The foregoing restrictive covenant and reversionary rights may only be amended, released or terminated by recording an appropriate document amending, waiving or terminating such restrictive covenant and reversionary rights, executed by the Grantor or its successors in interest."

Essentially, for the City to cause any use other than public park purposes on this land parcel, the School Board of Palm Beach County (Grantor) must waive the restrictive covenant deed restriction. Only then can the City consider any other use for this 5.8 acre parcel.

The City has received one inquiry for this land parcel summarized as follows:

Inquirer	Proposed Use	Offer to the City
Habitat for Humanity	22 Single Family Homes	$0

Habitant for Humanity proposes to construct 22 new and attainable single-family homes on this parcel. Should the City Commission wish to pursue this action, the City Commission must determine there to be no need for open space or public park on the land parcel. The land is considered by some to be valuable open scrub land that should be preserved.

Transfer of this land parcel to any entity by the City is a complex, multi-step process. Should the Commission wish to consider any such action, staff recommends the following:

> The City Commission should first request formal release of the deed restrictive covenant by the School Board of Palm Beach County. Should the School Board of Palm Beach County grant release of the deed restriction, the City could pursue uses of the land other than an open public park. Should the School Board of Palm Beach County deny release of the restrictive covenant then no other actions to sell or transfer this land to others can be pursued.
>
> Should the School Board of Palm Beach County release the deed restriction, then it would be appropriate to perform a formal determination of the land value with respect to open scrub to determine if that land can be-reused for other purposes or to develop mitigation factors that would allow use of the land. This information is unknown at this writing.
>
> Lastly, this parcel is categorized as Conservation Overlay on the City's Future Land Use Map. Thus, to use the land parcel for any other purpose requires evaluation of the current quality of the scrub habitat, and ultimately an amendment to the City's Comprehensive Plan.

Obviously, there is significant due diligence that must be conducted prior to transfering ownership of this parcel.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? The City has no defined current use for these land parcels. Thus there is no active public use that would be diminished generally.

FISCAL IMPACT: Non-budgeted Disposal of these parcels would reduce maintenance expenses by around $15,000 on an annualized basis.

ALTERNATIVES: Keep land parcel in public ownership.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Addendum	Habitat Letter
Attachment	Palm Beach Leisureville Letter
Exhibit	Leisureville PAPA
Attachment	Leisureville Deed
Attachment	Leisureville Tradewinds Commission Minutes 1990
Minutes	Leisureville Tradewinds Restriction Release
Exhibit	Galaxy PAPA
Exhibit	Galaxy Deed

Habitat for Humanity® of South Palm Beach County

181 S.E. 5th Avenue
Delray Beach, FL 33483
561-819-6070
Fax: 561-819-0173
www.habitatsouthpalmbeach.org

November 15th, 2017

City of Boynton Beach City Manager
Lori LaVerriere
100 E. Boynton Beach Blvd.
Boynton Beach, FL 33435

BOARD OFFICERS
Rick Howard, Chairman
Scott Sullivan, Past President & Secretary
Brittney Kocaj, Treasurer

DIRECTORS
Scott Banks
Chery Budd
Eric Bucher
Audrey Grollg
Jason Katz
Eric Lebersfeld
Eben Molloy
Doug Mosley
Leon Silverstein
Yanneth Villarreal

President/CEO
Randy Nobles

Dear Lori,

Habitat for Humanity of South Palm Beach County is pleased to present to the City of Boynton Beach an offer to purchase a vacant parcel of land adjacent to the Leisureville Community in the amount of $50,000.00 (Fifty Thousand Dollars). The purchase of this parcel will enable HFHSPBC to construct eleven (11) new single family homes.

These attainable homes would be either three or four bedroom, two bathroom with an enclosed car garage. Per the attachment, please find property location map with legal description and preliminary site plan.

We look forward to continue our work and mission in the City of Boynton Beach. If you have any questions or comments, please feel free to contact me at your earliest convenience.

Sincerely,

Jeff Fengler
Construction Director
561-371-2191
jfengler@hfhboca.org

cc: Colin Groff, P.E., Assistant City Manager
Andrew Mack, Development Director

RECEIVED
NOV 17 2017
CITY MANAGER'S OFFICE

08-43-45-29-00-000-1040

July 18, 2017

1:4,514

0 0.0375 0.075 0.15 mi

DOROTHY JACKS
CFA, AAS
Palm Beach County Property Appraiser

Homestead Exemption E-file

Location Address

Municipality BOYNTON BEACH

Parcel Control Number 08-43-45-29-00-000-1040

Subdivision

Official Records Book 06652 Page 1315

Sale Date NOV-1990

Legal Description 29-45-43, E 330.70 FT OF WLY 660.16 FT OF SLY 672.12 FT OF NLY 1252.12 FT (LESS N 499.34 FT OF E 126.90 FT) OF TH PT OF

Owners

BOYNTON BEACH CITY OF

Mailing address

PO BOX 310

BOYNTON BEACH FL 33425 0310

Sales Date	Price	OR Book/Page	Sale Type	Owner
NOV-1990	$100	06652 / 01315	WARRANTY DEED	

Exemption Applicant/Owner	Year	Detail
BOYNTON BEACH CITY OF	2017	FULL: MUNICIPAL GOVERNMENT

Number of Units 0 *Total Square Feet 0 Acres 3.62

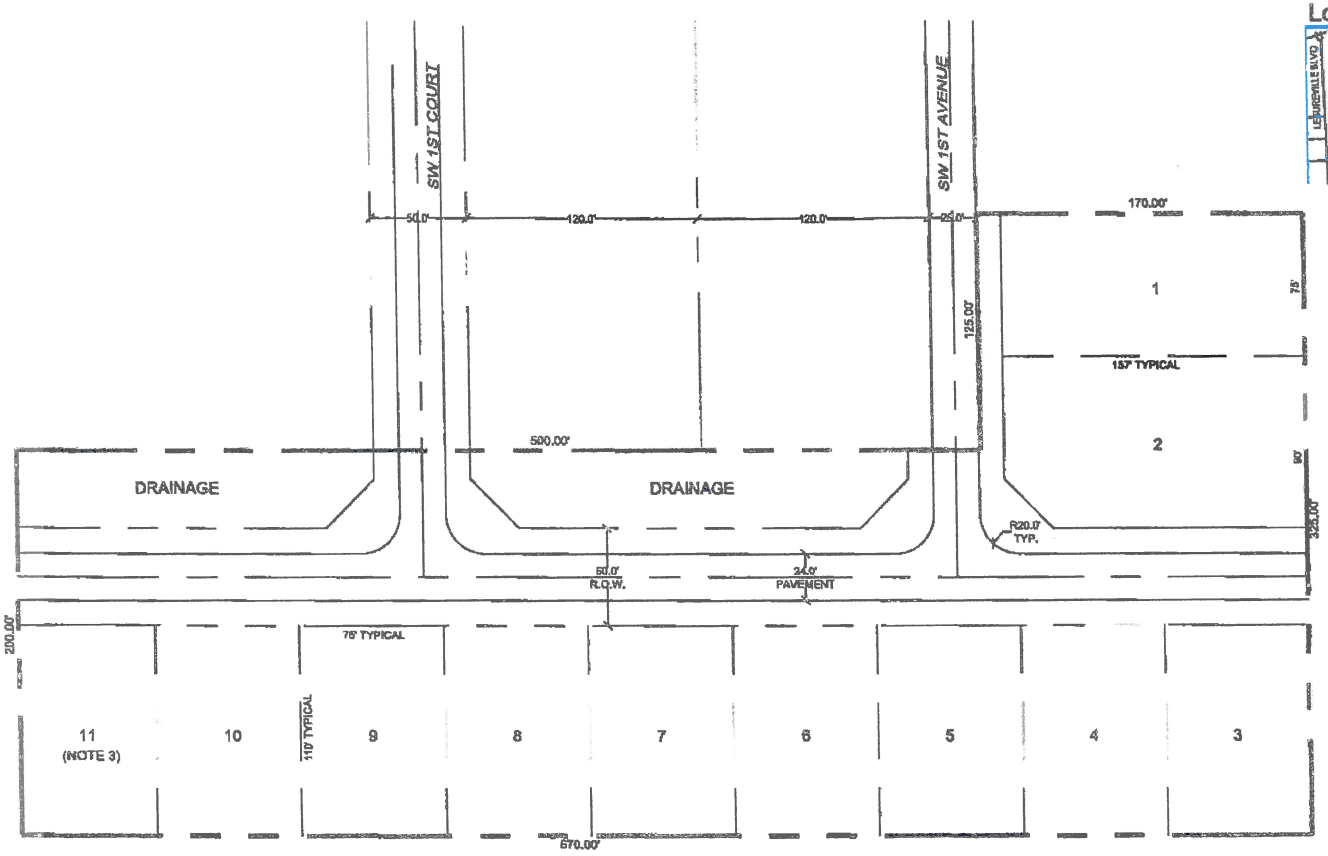
Use Code 8900 - MUNICIPAL Zoning R1A - Single Family (08-BOYNTON BEACH)

Tax Year	2017	2016	2015
Improvement Value	$0	$0	$0
Land Value	$271,500	$271,500	$271,500
Total Market Value	$271,500	$271,500	$271,500

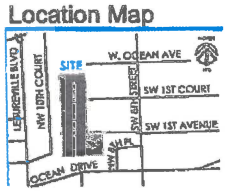
All values are as of January 1st each year

Tax Year	2017	2016	2015
Assessed Value	$271,500	$271,500	$271,500
Exemption Amount	$271,500	$271,500	$271,500
Taxable Value	$0	$0	$0

Tax Year	2017	2016	2015
Ad Valorem	$0	$0	$0
Non Ad Valorem	$0	$0	$0
Total tax	$0	$0	$0



Location Map



Site Data

Zoning	R1AA
FLU	MoDR
Gross Site Area	3.62 Ac.
Max. Density (MoDR)	7.5 u/a
Proposed No. of Units	11 Units
Max Lot Coverage	45%
Min. Living Area	1,600 sf

Property Development Regulations

Zoning Dist./Pcd	Min. Lot Dimensions (ft)			Density/ AltFA	FAR	Bldg. Coverr.	Setbacks/Separation (ft)			
R1AA	Size	Width/ Frontage	Depth				Front	Side	Street	Rear
Required	8,000 sf	75'	-	2.5 unit	-	45%	25'	10'	15'	15'
Proposed										

Notes

1) This plan is based on survey information provided by the Client. Prior to formal entitlement or development permit applications, the survey should be updated based on recent title information and provided to MLP in a digital format.
2) This plan is conceptual and subject to confirmation of applicable zoning and development regulations.
3) Lot 11 does not comply with minimum 75' lot width.

MILLER LAND PLANNING, INC
505 E. Boynton Beach Blvd.
Boynton Beach, FL 33435
(561) 736-8338

Prepared For:
Habitat For Humanity

Habitat for Humanity

SW 1st Avenue - Boynton Beach, FL

Date/Revisions
June 5, 2017

NORTH

0' 30' 60' 120'
SCALE 1" = 60'-0"

CONCEPT PLAN A

Habitat for Humanity® of South Palm Beach County

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Doug Mosley

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Yanneth Villarreal

President/CEO

Randy Nobles

Dear Lori,

Habitat for Humanity of South Palm Beach County (HFHSPBC) respectfully requests the City of Boynton Beach transfer the title/ownership of a vacant parcel of land East of Interstate I-95 described as 08-43-45-21-00-000-7060 to HFHSPBC. The acquisition of this parcel will enable HFHSPBC to construct twenty two (22) new and attainable three to four bedroom, single family homes.

Per the attachment, please find property location map with legal description and preliminary site plan. As a part of this acquisition, HFHSPBC will be responsible for cost associated with the environmental audit.

We look forward to continue our work and mission in the City of Boynton Beach. If you have any questions or comments, please feel free to contact me at your earliest convenience.

Sincerely,

Jeff Fengler
Construction Director
561-371-2191
jfengler@hfhboca.org

cc: Colin Groff, P.E., Assistant City Manager
Andrew Mack, Development Director

DOROTHY JACKS

Homestead Exemption

Location Address

Municipality BOYNTON BEACH

Parcel Control Number 08-43-45-21-00-000-7060

Subdivision

Official Records Book 25156 Page549

Sale Date APR-2012

Legal Description 21-45-43, NLY 718.74 FT OF ELY 362.63 FT OF W 3/4 OF SW 1/4 OF SW 1/4

Owners	Mailing address
BOYNTON BEACH CITY OF	PO BOX 310 BOYNTON BEACH FL 33425 0310

Sales Date	Price	OR Book/Page	Sale Type	Owner
APR-2012	$10	25156 / 00549	WARRANTY DEED	BOYNTON BEACH CITY OF

Exemption Applicant/Owner	Year	Detail
BOYNTON BEACH CITY OF	2017	FULL: MUNICIPAL GOVERNMENT

Number of Units *Total Square Feet 0 Acres 5.8419

Use Code 8900 - MUNICIPAL Zoning PU - Public Usage (08-BOYNTON BEACH)

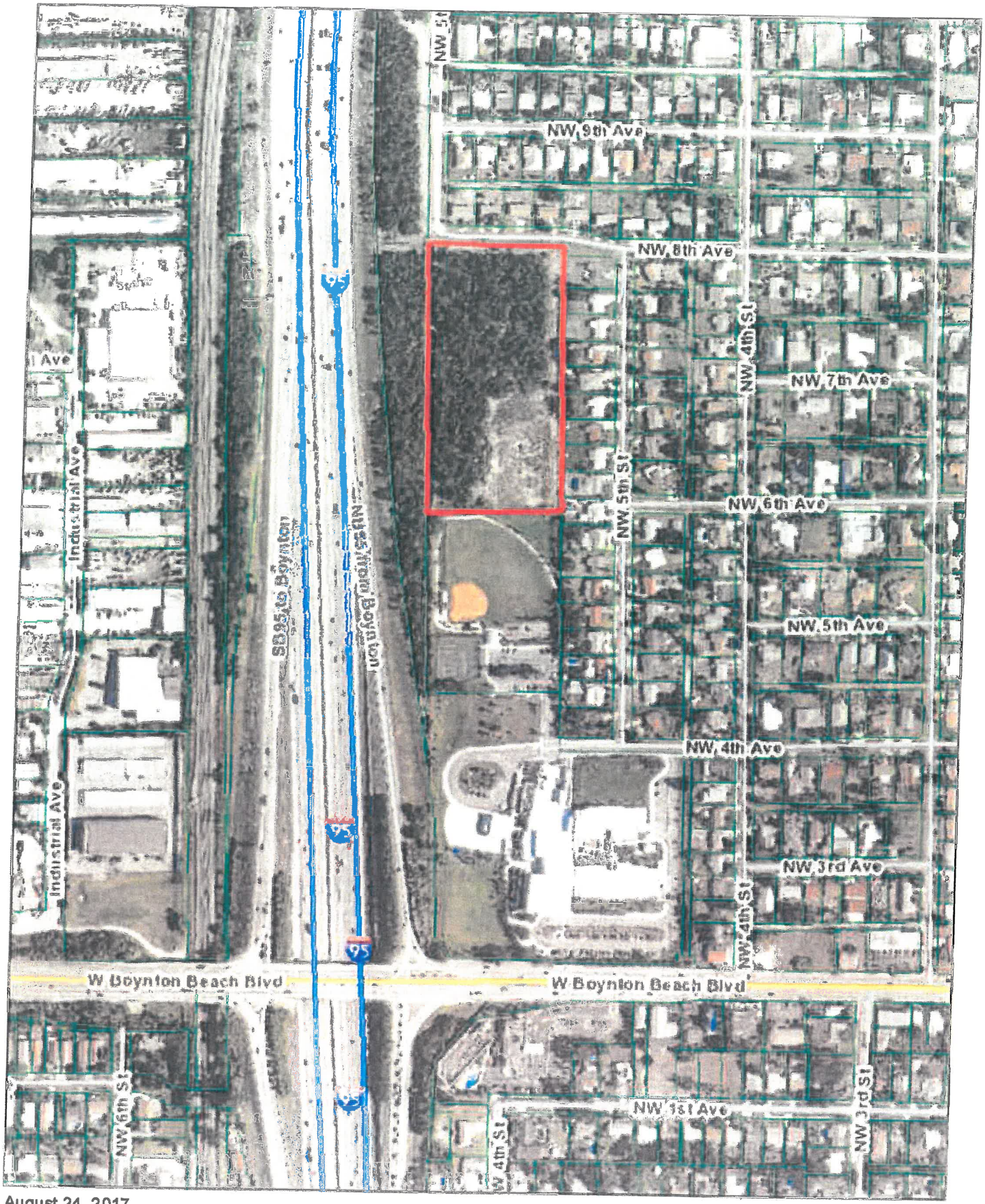
Tax Year	2017	2016	2015
Improvement Value	$0	$0	$0
Land Value	$1,460,475	$763,413	$706,793
Total Market Value	$1,460,475	$763,413	$706,793

All values are as of January 1st each year

Tax Year	2017	2016	2015
Assessed Value	$839,754	$763,413	$706,793
Exemption Amount	$839,754	$763,413	$706,793
Taxable Value	$0	$0	$0

Tax Year	2017	2016	2015
Ad Valorem	$0	$0	$0
Non Ad Valorem	$0	$0	$0
Total tax	$0	$0	$0

08434521000007060



August 24, 2017

1:4,514

0 0.0375 0.075 0.15 mi

Location Map

Site Data

Zoning (Proposed)	R-1-A
Gross Site Area	256,328 SF/5.88 Ac.
No. of Lots	22
Density	3.74/Ac.
Typ. Lot	60'x130'

Required Setbacks

Front -	25'
Side -	7.5'
Street -	25'
Rear -	20'

Notes

1) The plan is based on property dimensions provided by the client. Prior to formal entitlement or development permit application, the survey should be updated based on recent site information and prepared as built in a digital format.
2) This plan is conceptual and subject to confirmation of applicable zoning and development regulations.

CONCEPT PLAN A

SCALE: 1" = 100'-0"

NORTH

Ridgewood Manor

Boynton Beach, FL

Prepared For:
Habitat For Humanity

MILLER LAND PLANNING, INC.
599 E. Boynton Beach Blvd.
Boynton Beach, FL 33435
(561) 736-8660

PALM BEACH
LEISUREVILLE COMMUNITY ASSOCIATION, INC.
1007 Ocean Drive, Boynton Beach, FL 33426
Phone: 561.732.7474 Fax: 561.732.5878

October 27, 2017

Ms. Lori LaVerriere, City Manager
City of Boynton Beach
124 E Woolbright Road
Boynton Beach, FL 33435

To Whom It May Concern:

PBLCA is approaching its 50th anniversary and the community is getting older, but the residents seem to be getting younger. These residents have been asking for additional recreation facilities, like pickle ball courts, bocce courts, a walking trail, etc. The answer to their request has always been the same, "No land is available for additional recreation facilities".

The gift of land adjacent to our community from the City of Boynton Beach is the key ingredient to a new and welcoming answer to the residents. This new answer is, "Let us, Palm Beach Leisureville, make a plan for the future use of this land".

Upon the passing of title of the City owned land (identified by the parcel control number 08-43-45-29-00-000), to PBLCA, the Board will follow through with the community's intended plan as specified below.

PHASE ONE - Invite City officials and residents to a gathering at which time the City officials will receive acknowledgement and a framed letter of the community's gratitude.

PHASE TWO - Invite residents to submit ideas for the best recreational use of the gift.

PHASE THREE - Poll residents to see which ideas would be most suitable for the majority of resident's recreational preferences.

PHASE FOUR - Investigate costs associated with resident's selection and how to fund those costs.

PHASE FIVE - Monitor and follow each phase of the planned recreation project to completion as well as providing updates to the City.

The Board Officers and the residents of PBLCA would like to thank you in advance for your time and consideration in this matter. We look forward to hearing from you in the near future.

Shirley Cassa

Hal Eide

Louise Farrell

Beverlee Coccoli

RECEIVED
OCT 30 2017
CITY MANAGER'S OFFICE

DOROTHY JACKS CFA, AAS
Palm Beach County Property Appraiser

Homestead Exemption E-file

Location Address	Leisureville Parcel
Municipality	BOYNTON BEACH
Parcel Control Number	08-43-45-29-00-000-1040
Subdivision	
Official Records Book	06652 Page 1315
Sale Date	NOV-1990
Legal Description	29-45-43, E 330.70 FT OF WLY 660.16 FT OF SLY 672.12 FT OF NLY 1252.12 FT (LESS N 499.34 FT OF E 126.90 FT) OF TH PT OF

Owners	Mailing address
BOYNTON BEACH CITY OF	PO BOX 310 BOYNTON BEACH FL 33425 0310

Sales Date	Price	OR Book/Page	Sale Type	Owner
NOV-1990	$100	06652 / 01315	WARRANTY DEED	

Exemption Applicant/Owner	Year	Detail
BOYNTON BEACH CITY OF	2017	FULL: MUNICIPAL GOVERNMENT

Number of Units	0	*Total Square Feet	0
Acres	3.62		
Use Code	8900 - MUNICIPAL	Zoning	R1A - Single Family (08-BOYNTON BEACH)

Tax Year	2017	2016	2015
Improvement Value	$0	$0	$0
Land Value	$271,500	$271,500	$271,500
Total Market Value	$271,500	$271,500	$271,500

All values are as of January 1st each year

Tax Year	2017	2016	2015
Assessed Value	$271,500	$271,500	$271,500
Exemption Amount	$271,500	$271,500	$271,500
Taxable Value	$0	$0	$0

Tax Year	2017	2016	2015
Ad Valorem	$0	$0	$0
Non Ad Valorem	$0	$0	$0
Total tax	$0	$0	$0

NOV-27-1990 10:45am 90-337529

ORB 6652 Pg 1315

Con 10.00 Doc .55
JOHN B DUNKLE, CLERK - PB COUNTY, FL

SPECIAL WARRANTY DEED

THIS INDENTURE, made this 7th day of November, 1990, between HOWARD R. SCHARLIN, as Trustee and Individually, of the County of Dade, State of Florida, hereinafter called grantor, and THE CITY OF BOYNTON BEACH, FLORIDA (Tax Identification #59-6000282), hereinafter called grantee, whose post office address is 100 E. Boynton Beach Boulevard, Boynton Beach, FL 33435.

WITNESSETH, that the grantor, for and in consideration of the sum of Ten Dollars and other good and valuable considerations paid to grantor by grantee, receipt whereof is hereby acknowledged, has granted, bargained and sold to the grantee and to the heirs, successors and assigns of the grantee, in fee simple forever, the following described real property (the "Property"):

SEE EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF.

Subject to: Covenants, restrictions, reservations, dedications, right-of-way and easements of record.

and the grantor hereby fully warrants the title to said land, and will defend the same against the lawful claims of all persons by, through and under the Grantor.

IN WITNESS WHEREOF, the grantor has executed this instrument on the day and year first above written.

Signed, sealed and delivered in our presence:

HOWARD R. SCHARLIN, as Trustee and Individually

STATE OF FLORIDA

COUNTY OF DADE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid, to take acknowledgments, personally appeared Howard R. Scharlin, as Trustee and Individually, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 7th day of November, 1990.

Notary Public, State of Florida
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JULY 4, 1994
BONDED THRU GENERAL INS. UND.

This instrument was prepared by:
Howard R. Scharlin, Esq.
1399 S.W. First Avenue
Miami, FL 33130

Personal Copy

DESCRIPTION

A parcel of land lying in Section 29, Township 45 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Northeast corner of lot 41, Block 2 of the plat "Replat of First Section Palm Beach Leisureville" as recorded in Plat Book 28 at Pages 201, 202, and 203 of the Public Records of Palm Beach County, Florida; Thence South 01°12'55" East along the East line of lots 34-41, Block 2 of said "Replat of First Section Palm Beach Leisureville", a distance of 520.34 feet to the Point of Beginning; Thence continue South 01°12'55" East along the East line of Lots 22-34 of said Block 2, a distance of 672.12 feet to the Southeast corner of lot 22, of said Block 2; Thence North 87°59'27" East along the North line of lots 7-12 of said Block 2, a distance of 330.70 feet to the Northeast corner of Lot 7 of said Block 2; Thence North 01°16'09" West along the West line of lots 4 and 5 of said Block 2, a distance of 170.33 feet to a point of intersection with the South line of that 25.00 foot wide Right-of-Way for "Jasmine Street" as shown on said "Replat of First Section Palm Beach Leisureville"; Thence South 88°24'30" West along said south line, a distance of 130.90 feet to a point of intersection with the southerly projection of the West line of the Plat of "Lake Boynton Estates Plat 4-A" as recorded in Plat Book 14 at Page 69 of the Public Records of Palm Beach County, Florida; Thence North 01°35'00" West along said projection line and the West line thereof, a distance of 499.34 feet; Thence South 88°24'52" West, a distance of 200.39 feet to the Point of Beginning.

Said Lands situate in the City of Boynton Beach, Palm Beach County, Florida.

Containing 157,578 Square feet (3.6175 Acres), more of less.

This is a Certified Copy

RECORD VERIFIED
PALM BEACH COUNTY, FLA.
JOHN B. DUNKLE
CLERK CIRCUIT COURT

the City had hoped the entire buffer or wall could be constructed at one time, rather than property by property. Other comments were made.

Motion

Vice Mayor Wische moved to approve the recommendations of staff, subject to staff comments, with the proviso that the City Manager get together with Quantum. Commissioner Olenik seconded the motion which carried 5-0.

Mr. Flinchum made remarks about strict requirements on how substations can be laid out. He indicated they could only purchase what was required for construction of a substation. He further remarked on one of the staff comments which addressed redesign of the site plan and splitting the landscaping along the south property line 50/50 with Quantum. Commissioner Olenik responded the Commission could not force FPL to purchase the land. Further remarks were made about the problem that existed. Mr. Flinchum requested flexibility. Where FPL only had 7' along the driveway, he remarked if Quantum would install 18' of sod, together they would have 25'.

Mr. Armas commented the wall for Safety Kleen would be built within the next month. When that wall was built, he believed it would set a precedent that would be difficult to change. He thought it was important that a comprehensive plan be requested for the entire site before Safety Kleen constructed that wall. Mr. Armas thought it was acceptable to build this site by site, but it should be designed as an overall comprehensive plan for the entire project.

Mayor Moore didn't think shortfalls encountered because of deficiencies in dealing with Quantum should be visited on FPL.

Motion

Vice Mayor Wische moved to authorize the City Manager to work with staff towards a solution. The motion was seconded and passed 5-0.

3. Project Name:	Woolbright Place Plat No. 1
Agent:	Stanley Consultants
Owner:	Tradewinds Development Corp.
Location:	North of Woolbright Rd., between the LWDD E-4 Canal and the Seaboard Railroad right-of-way
Description:	PRELIMINARY PLAT: Request for approval of the common element landscape

plan, construction drawings and preliminary plat which provide for the construction of infrastructure improvements to serve a previously approved Planned Unit Development

Jim Golden, Interim Planning Director indicated the P&Z Board recommended approval, subject to staff comments. Three issues had been raised, however. The Board recommended 1) That the applicant be required to construct an industrial access road, 2) That the applicant not be required to extend the guardrail along the west side of S.W. 8th Street, south along the entire expanse of the lake and 3)That the land value be set at $80,000 an acre. In addition, the applicant's attorney indicated the applicant would provide an MAI certified appraisal to more clearly define what the one acre should be worth. The applicant's attorney had submitted to the P&Z Board, a legal agreement in connection with the park site which was not acted on because of language which was problematic in the opinion of staff. Aside from the three areas, the applicant had been in agreement with all staff comments.

Park Issue

Mr. Martin Perry, Attorney for Tradewinds referred to a problem with a provision in Vincent Finizio's report, paragraph 1, which dealt with the 3½ acre park site. It addressed soil quality and provisions relating to fill, etc. Mr. Perry indicated Tradewinds had submitted to the City fore-boring tests performed by a fill testing laboratory. They also had promised to submit a topographical survey. The fore-boring showed the soils were clean sand to a depth of 10' to 15' which was the depth the quarries were taken. The topographical information indicated the level of the soil was at the same level or higher than the adjacent properties in Leisureville. Mr. Perry felt the land was in good shape and he didn't want to get into someone making an arbitrary determination that they would have to bring in additional fill.

Mr. Perry stated that at no time did Tradewinds ever agree in addition to dedicating the land, to do anything beyond bringing utilities to the site when they develop their northern site. They did not discuss drainage and have no concept of what the City intends to do with the park. He wished to withdraw to the extent that his agreement incorporated the aspect of drainage and these other things. He believed the information provided should allow City staff to evaluate the site. He thought additional fill would create drainage problems for Leisureville properties.

An Agreement dealing with dedication of park land was drafted by Mr. Perry but was not acted on by the P&Z Board. A technical chronology of events was provided in this regard.

Mr. Perry stated the Commission and P&Z Board a few months ago had agreed Tradewinds could provide the equivalent value of one acre of park land through some type of construction. What had been contemplated was the Dick Webber Child Abuse Center, provided Tradewinds was successful in its efforts to obtain some commercial zoning fronting on Boynton Beach Blvd.

The discussion moved to other areas of concern. Later the discussion resumed on the park issue and Mr. Golden reiterated Tradewinds owed the City nine acres. They were requesting 50% credit. The Commission had agreed previously that 3½ acres would be near Leisureville and the remaining acre would be in the form of improvements to the park site. The issue was per acre value of this land which would be translated into the value of the improvements. The Planning Dept. recommended some type of legal agreement be executed to cover both parties interests in this regard. The P&Z Board had recommended a land value of $80,000 per acre.

Commissioner Weiner thought this was an inappropriate place for a public park and she explained her reasons. Commissioner Weiner thought the Commission had agreed to never accept money in lieu of land. Based on the fact that she felt the location was inappropriate and the fact that it is only 3½ acres and the developer intends to give money instead of the other acre, she moved that the Commission not accept this dedicated park land. Discussion ensued. Commissioner Weiner's motion died for lack of a second.

Mr. Perry stated that on May 8, 1990, this issue came before the P&Z Board on a Master Plan Revision to eliminate the park provision made within the Master Plan at City staff's recommendation. The P&Z Board moved that a cash equivalent for one acre of park area could be provided in public improvements of equal value in the vicinity of the park. He stated the Commission approved the same thing on May 15, 1990.

With respect to the preliminary plat, Mr. Finizio stated there was a duty of the Commission to make a finding relative to the five amenities Tradewinds is supposed to provide the City in order to get the credits. He stated the Commission was supposed to publish that finding in writing in the form of an agreement.

City Attorney Cherof stated the Commission was required to determine what land is to be dedicated or fees paid. If it is the Commission's determination that the issue was addressed in May, they simply needed to ratify that for the record.

City Manager Miller stated he and the Director of Recreation & Parks had looked at the five sites and they weren't really applicable for parks. Charles Frederick, Director of Recreation & Parks explained the sites originally placed on the plat were for various reasons of no value for park use. The 3½ acres was the change-out. Mr. Frederick indicated they had looked at the possibility of purchasing some adjacent land which would make the site larger in the future and help buffer Leisureville. He didn't feel this was the perfect location, but it was much better than what was currently available in that area.

Discussion took place regarding the value of the land and the MAI appraisal the developer had agreed to obtain. Other remarks were made about the geological surveys of the soil. The City Manager remarked the City had to make sure they weren't getting "muck-filled" land, which would require more money to prepare. Mr. Finizio remarked on the soil borings obtained and stated this had become a "non-issue."

Mr. Finizio again brought up the Commission making a finding on the five amenities Tradewinds is to provide in order to get the credits. Mr. Perry disagreed with Mr. Finizio's interpretation of what the law is in this regard. Mr. Perry stated that was a site planning matter. Tradewinds couldn't get to site planning until they got past the platting process.

Mr. Finizio replied that as a condition of preliminary plat Tradewinds is supposed to guarantee they will build 5 of the 7 specific amenities relative to private recreation. Since they don't have a site plan, they don't know where they will be located, but they have to agree they will build at least 5 and specify those 5. The Commission needed to acknowledge that in writing. Mr. Frederick commented we normally do the actual study of what they're going to provide at the time of site plan approval. Attorney Cherof indicated Mr. Frederick was right.

Vice Mayor Wische moved to approve the preliminary plat, subject to all input and as altered by individual motions. The agreement is to be reduced to writing. Commissioner Olenik seconded the motion which carried 4-1. Commissioner Weiner voted against the motion.

Don Jaeger, Building Official stated that prior to submitting for permit the applicant must go through the site plan approval process. Mr. Parsons had submitted a very preliminary site plan. The TRB had processed it and provided comments. Mr. Parsons stated he had received no such comments from the TRB. Mr. Jaeger indicated a proper site plan needs to be submitted to the Building Dept. for analysis. Mr. Jaeger stated he would meet with Mr. Parsons the next day to try and iron this out.

DEVELOPMENT PLANS

A. CONSENT AGENDA -
UNANIMOUSLY APPROVED BY PLANNING & ZONING BOARD

None.

B. NON-CONSENT AGENDA

1. Final Plat Approval -
Woolbright Place Plat #1 (Tradewinds Development)

City Manager Miller had provided the Commission with Agenda Memorandum No. 90-322 on this topic. Mr. Miller stated there were some legal and engineering concerns. Mr. W. Richard Staudinger was the Consulting Engineer with Gee & Jenson who was responsible for signing this plat off.

Mr. Michael Morton stated he had been under the impression that everything submitted was in good form. Vice Mayor Wische thought everything had been agreeable except "signing off" had not taken place by the Engineering, Utilities and Planning Depts. Mr. Staudinger stated the Engineering Dept. had not signed off. Engineering had received the documents that very day for review. In making a cursory review, there appeared to be a problem with a maintenance easement adjacent to one of the tracts which is not in the dedication language. Mr. Staudinger needed at least a day to look at the documents closely. He needed to check the legal description to make sure it was on the plat. Relative to the Deed, Mr. Morton believed everything referencing the Deed and transfer had been taken care of.

The Mayor suggested approving the final plat, subject to the City Engineers and City Attorney signing off. Commissioner Weiner was not comfortable with that. The question was raised as to whether the Planning Dept. had signed off. Vince Finizio, Administrative Coordinator of Engineering stated the Planning Dept. had not signed off yet. The Commission did not have any backup from the Planning Dept. in their packets. Mr. Miller referred to a couple of points that Planning Director Cutro still needed to take a look at.

City Attorney Cherof stated the first Special Warranty Deed received by the City had a clause in it that indicated if the City was not to use the property for a park, the property would revert to the property owner. The City had requested that language be deleted as it was not part of the agreement entered into. Mr. Cherof had not yet seen a copy of the corrected Deed bearing the appropriate signatures. Mr. Morton noted the City wants to reserve the right to use the property as it sees fit, which included selling it. He stated that was fine with Tradewinds.

A previous Opinion of Title received had indicated there was a mortgage on the property. Mr. Cherof had been advised that was an opinion made in error and he had received a Supplemental Opinion of Title indicating there is no recorded mortgage. Mr. Cherof had requested a copy of that mortgage so it could be compared to make certain it does not encumber this property. Legal discussion took place.

Commissioner Weiner was all for expediting this matter and she was even willing to support calling a special meeting the next day. She felt these departments should be provided time to review the material properly. Mr. Morton didn't really want to wait another two weeks. He stated this Plat, the easements and everything engineering-wise had been in Mr. Finizio's hands for two months. Mr. Morton stated that "without a City Engineer to review these documents, we run into these constant delays." Mr. Staudinger stated Gee & Jenson had just been provided the documents that very day.

There was discussion. Mr. Morton stated if it would take a few more days to satisfy the parties involved, Tradewinds could wait a few more days. Mr. Finizio stated he personally did not have possession of any of these plat documents prior to this very day at 1:30 P.M. The Mayor wanted to get this moving and he indicated he would be willing to call a special meeting if need be.

Mr. Morton stated Tradewinds had made a formal request for a reduction of surety put up for the completed construction work in the PCD. This was supposed to be an agenda item at this meeting. As it was not included on tonight's agenda, Mr. Morton asked that it be included on the next agenda. Mr. Morton had provided a certified engineer's statement as to completeness of the work.

2. Time extension of site plan -
Boynton Lakes Plaza (Hypoluxo Road and Congress Ave.)

Attorney Rick Harris representing the applicant explained that in June, 1990 they had received a six-month time exten-

DOROTHY JACKS CFA, AAS
Palm Beach County Property Appraiser

Homestead Exemption E-file

Location Address	
Municipality	BOYNTON BEACH
Parcel Control Number	08-43-45-21-00-000-7060
Subdivision	
Official Records Book	25156 Page 549
Sale Date	APR-2012
Legal Description	21-45-43, NLY 718.74 FT OF ELY 362.63 FT OF W 3/4 OF SW 1/4 OF SW 1/4

Owners
BOYNTON BEACH CITY OF

Mailing address
PO BOX 310
BOYNTON BEACH FL 33425 0310

Sales Date	Price	OR Book/Page	Sale Type	Owner
APR-2012	$10	25156 / 00549	WARRANTY DEED	BOYNTON BEACH CITY OF

Exemption Applicant/Owner	Year	Detail
BOYNTON BEACH CITY OF	2017	FULL: MUNICIPAL GOVERNMENT

Number of Units	*Total Square Feet 0	Acres	5.8419
Use Code	8900 - MUNICIPAL	Zoning	PU - Public Usage (08-BOYNTON BEACH)

Tax Year	2017	2016	2015
Improvement Value	$0	$0	$0
Land Value	$1,460,475	$763,413	$706,793
Total Market Value	$1,460,475	$763,413	$706,793

All values are as of January 1st each year

Tax Year	2017	2016	2015
Assessed Value	$839,754	$763,413	$706,793
Exemption Amount	$839,754	$763,413	$706,793
Taxable Value	$0	$0	$0

Tax Year	2017	2016	2015
Ad Valorem	$0	$0	$0
Non Ad Valorem	$0	$0	$0
Total tax	$0	$0	$0

CFN 20120159997
OR BK 25156 PG 0549
RECORDED 04/23/2012 17:49:34
Palm Beach County, Florida
AMT 10.00
Doc Stamp 0.70
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0549 - 552; (4pgs)

This instrument prepared by:
Blair LittleJohn, Esq.
School Board of Palm Beach County, Florida
3318 Forest Hill Blvd. C-302
West Palm Beach, FL 33406

RETURN TO: Office of the City Clerk
City of Boynton Beach
P. O. Box 310
Boynton Beach, Florida 33425

PCNs:

(Space Reserved for Clerk of Court)

This **SPECIAL WARRANTY DEED**, is made and given this 28th day of March, 20 12, by the School Board of Palm Beach County, Florida, a corporate body politic pursuant to the constitution of the State of Florida (the "Grantor"), to and in favor of the City of Boynton Beach, Florida, a Florida municipal corporation, whose address is P.O. Box 310, Boynton Beach, FL, 33425-0310 (the "City").

GRANTOR, for and in consideration of Ten and No/100 ($10.00) Dollars and other good and valuable consideration paid by City, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained and sold, and by these presents does hereby grant, bargain and sell, to City, and City's heirs, successors and assigns forever, the following property situate, lying and being in Palm Beach County, Florida (the "Property"), to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

THIS CONVEYANCE is subject to: (a) taxes and assessments for the year 20___ and subsequent years not yet due or payable; (b) all laws, ordinances, regulations, restrictions, prohibitions and other requirements imposed by governmental authority, including, but not limited to, all applicable building, zoning, land use and environmental ordinances and regulations; (c) easements, conditions, restrictions, matters, limitations and reservations of record, if any, but this reference shall not operate to reimpose any of the same; and (d) matters which would be disclosed by an accurate survey of the Property.

Pursuant to Section 270.11, Florida Statutes, the Grantor has elected not to reserve any phosphate, minerals, metals or petroleum interests in the subject property.

As a material inducement to Grantor to convey the Property to Grantee and as part of the consideration for this conveyance, Grantor hereby imposes a restrictive covenant on the Property that it be used only for public park purposes and Grantee, for itself and its successors and assigns, covenants and agrees to abide by such restrictive covenant and not to permit the Property to be used for any purpose contrary to or inconsistent with the permitted use. Grantee accepts this conveyance subject to such restrictive covenant and acknowledges that it runs with the title to the Property.

It is the intent of the parties that the restrictive covenant and reversionary rights set forth herein shall not be subject to the limitations set forth in §689.18(4), F.S. as this deed constitutes a conveyance to a governmental entity under the provisions of §689.18(5), F.S. The foregoing restrictive covenant and reversionary rights may only be amended, released or terminated by

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CITY OF BOYNTON BEACH
CITY CLERK'S OFFICE

recording an appropriate document amending, waiving or terminating such restrictive covenant and reversionary rights, executed by the Grantor or its successors in interest.

TO HAVE AND TO HOLD unto the City and the City's successors and assigns in fee simple forever, PROVIDED, however, that should the Property not be used for a public park purpose for a period of twelve (12) consecutive months, then in addition to all other rights and remedies available to Grantor at law and/or in equity, the Grantor has the right, but not the obligation, to require Grantee, upon delivery of written notice to Grantee, to, within thirty (30) days, convey back the Property to Grantor free and clear of all liens, encumbrances and other matters of title, other than those matters already encumbering the Property on the date this deed is recorded and free and clear of all environmental conditions in violation of any applicable environmental laws. This reverter right is created pursuant to that certain Interlocal Agreement between The School Board of Palm Beach County, Florida and The City of Boynton Beach For The Development and Mutual Use of The Preservation Property dated _____.

GRANTOR hereby warrants the title to the Property, subject to the foregoing matters, and will defend the same against the lawful claims of all persons claiming by, through or under Grantor and no others.

IN WITNESS WHEREOF, Grantor has signed these presents the day and year first above written.

Palm Beach County Certified Copy

GRANTOR:

THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, a corporate body politic

By: _____
Frank A. Barbieri, Jr., Esq., Chairman

ATTEST:

By: _____
E. Wayne Gent, Superintendent

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____ 3/21/12
School Board Attorney

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Frank A. Barbieri, Jr., Esq., and E. Wayne Gent, as the Chairman and Superintendent, respectively, of The School Board of Palm Beach County, Florida, a corporate body politic, freely and voluntarily on behalf of said corporate body politic. They are personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 4 day of April, 2012.

NANCY TEMERIAN
MY COMMISSION EXPIRES
January 6, 2013
#DD 839508
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

_____
Notary Public

My Commission Expires: _____

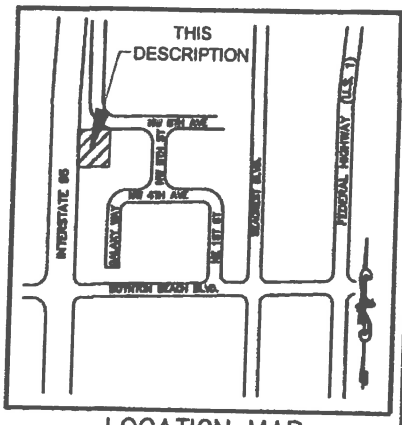
Nancy Temerian
Print Name

LEGAL DESCRIPTION:

A PORTION OF THE OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 21, TOWNSHIP 45 SOUTH, RANGE 43 EAST, LYING EAST OF THE EAST RIGHT-OF-WAY LINE OF INTERSTATE 95, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 21; THENCE ON AN ASSUMED BEARING OF NORTH 89°46'29" EAST ALONG THE SOUTH LINE OF SAID SECTION 21 A DISTANCE OF 992.72 FEET TO AN INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WEST LINE OF RIDGEWOOD MANOR, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 24, ON PAGE 175, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; SAID WEST LINE ALSO BEING THE EAST LINE OF THE WEST THREE-QUARTERS (W. 3/4) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SAID SECTION 21; THENCE, DEPARTING SAID SOUTH LINE, NORTH 01°57'31" WEST AND ALONG SAID EAST AND WEST LINE A DISTANCE OF 1209.55 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST AND WEST LINE SOUTH 88°02'40" WEST, A DISTANCE OF 362.43 FEET TO A POINT ON THE EASTerly LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD 9 (INTERSTATE 95) AS SHOWN ON THE RIGHT-OF-WAY MAP 3-A, SECTION 93220-2412, DATED MAY 5TH, 1970; THENCE NORTH 01°57'31" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 718.74 FEET TO AN INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID RIDGEWOOD MANOR, SAID NORTH LINE ALSO BEING THE NORTH LINE OF THE SOUTH THREE-QUARTER (3/4) OF THE WEST ONE-HALF (1/2) OF THE SOUTHWEST ONE-QUARTER (1/4) OF SAID SECTION 21; THENCE NORTH 89°53'59" EAST ALONG SAID NORTH LINE, 362.63 FEET TO THE NORTHWEST CORNER OF SAID RIDGEWOOD MANOR PLAT; THENCE SOUTH 01°57'31" EAST ALONG THE WEST LINE OF SAID PLAT ALSO BEING THE EAST LINE OF THE WEST THREE-QUARTER (3/4) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SAID SECTION 21, A DISTANCE OF 707.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 258,366 SQUARE FEET (5.93) ACRES MORE OR LESS, SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA.



LOCATION MAP
NOT TO SCALE

SURVEY NOTES:

1. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
2. KEITH AND ASSOCIATES, INC. CERTIFICATE OF AUTHORIZATION NUMBER IS L.B.#6860.
3. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. IT IS A VIOLATION OF RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE TO ALTER THIS SKETCH AND DESCRIPTION WITHOUT THE EXPRESSED PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND DELETIONS MADE TO THE FACE OF THIS SKETCH AND DESCRIPTION WILL MAKE THIS DOCUMENT INVALID.
5. THIS SKETCH IS NOT A BOUNDARY SURVEY.
6. BEARINGS SHOWN HEREON ARE AN ASSUMED BEARING OF NORTH 89°46'29" EAST ALONG THE SOUTH LINE OF SECTION 21, TOWNSHIP 45 SOUTH, RANGE 43 EAST.
7. LANDS SHOWN HEREON WERE ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, AND OTHER INSTRUMENTS OF RECORD PER SOUTHEAST GUARANTY & TITLE, INC. SEARCH NO. 2904012 CERTIFIED THROUGH APRIL 5TH, 2009 @ 8:00 A.M.

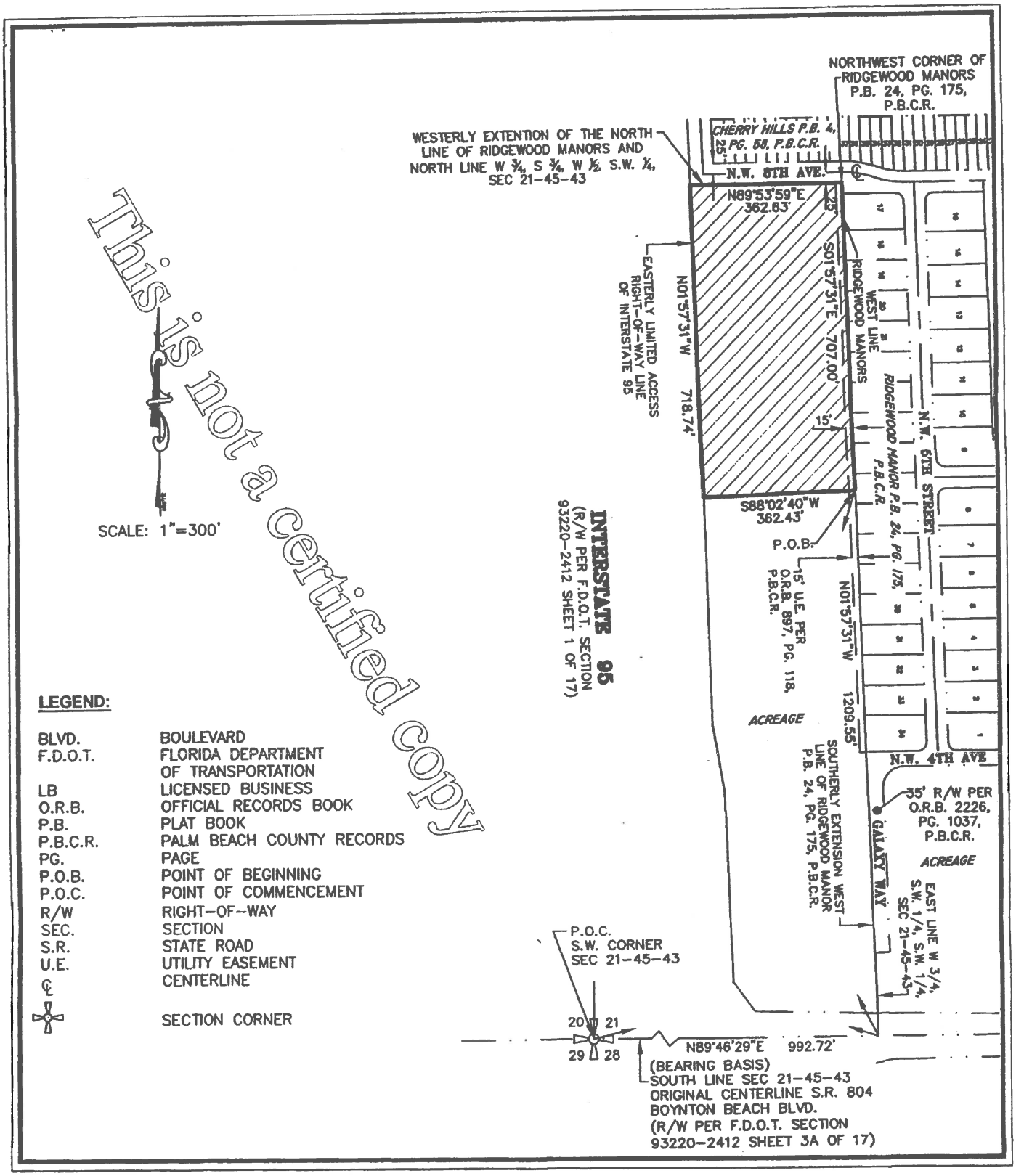
CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE INFORMATION AS WRITTEN UNDER MY DIRECTION ON JANUARY 13, 2010 MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

KEITH & ASSOCIATES, INC.
CONSULTING ENGINEERS

MICHAEL M. MOSSEY
PROFESSIONAL SURVEYOR AND MAPPER
REGISTRATION No. 5660
STATE OF FLORIDA

SKETCH & DESCRIPTION CONSERVATION LAND A PORTION OF THE SOUTHWEST 1/4, OF SECTION 21, TOWNSHIP 45 SOUTH, RANGE 43 EAST CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA	KEITH ASSOCIATES INC. consulting engineers 301 EAST ATLANTIC BOULEVARD POMPANO BEACH, FLORIDA 33060-6643 (954) 788-3400 FAX (954) 788-3500 EMAIL: mail@keith-associates.com LB NO. 6860 SHEET 1 OF 2 DRAWING NO. 07554.01	DATE 1/13/10 SCALE N/A FIELD BK. N/A DWNG. BY S.M. CHK. BY M.M.M.	DATE / REVISIONS 3/5/12 UPDATED CERT.



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LEGEND:

BLVD.	BOULEVARD
F.D.O.T.	FLORIDA DEPARTMENT OF TRANSPORTATION
LB	LICENSED BUSINESS
O.R.B.	OFFICIAL RECORDS BOOK
P.B.	PLAT BOOK
P.B.C.R.	PALM BEACH COUNTY RECORDS
PG.	PAGE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
R/W	RIGHT-OF-WAY
SEC.	SECTION
S.R.	STATE ROAD
U.E.	UTILITY EASEMENT
℄	CENTERLINE
	SECTION CORNER

SKETCH & DESCRIPTION
CONSERVATION LAND

A PORTION OF THE SOUTHWEST 1/4, OF SECTION 21, TOWNSHIP 45 SOUTH, RANGE 43 EAST

CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA

KEITH
consulting engineers
301 EAST ATLANTIC BOULEVARD
POMPANO BEACH, FLORIDA 33060-6643
(954) 788-3400 FAX (954) 788-3500
EMAIL: mail@keith-associates.com LB NO. 6860

SHEET 2 OF 2
DRAWING NO. 07554.01

DATE 1/13/10
SCALE AS SHOWN
FIELD BK. N/A
DWNG. BY S.M.
CHK. BY M.M.M.

DATE	REVISIONS
3/5/12	UPDATED CERT.

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/6/2018

REQUESTED ACTION BY COMMISSION: Accept the annual report from the Citizen Oversight Committee for the fiscal year 2016-2017.

EXPLANATION OF REQUEST:
In accordance with Resolution No. R17-020, the Citizens Oversight Committee is submitting their annual report for FY 16-17 for the local government infrastructure surtax that was approved and effective January 1, 2017.

At their February 1, 2018 meeting the Committee reviewed activity that occurred from January 1 - September 30, 2017 for the local government infrastructure surtax. The Committee reviewed the budget that was adopted by the City Commission, projects that were approved and the status of those projects.

The Committee voted unanimously to submit to the City Manager and City Commission this annual report for the period January 1 - September 30, 2017 confirming that:

- The City is in compliance with the requirements of the ballot measure; and
- Includes a summary of the surtax funded projects awarded, status of the approved projects and that the funds allocated are sufficient to complete the projects.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? N/A

FISCAL IMPACT: None

ALTERNATIVES: Do not accept the report

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Attachment	Annual Report
Attachment	Reso creating Committee

CITY OF BOYNTON BEACH

To: **City Commission**

Thru: **City Manager**

From: **Citizens Oversight Committee**

Date: **February 1, 2018**

Subject: **Committee's Annual Report on Surtax FY2016-2017**

In accordance with Resolution R17-020, Section 4.2, the Citizens Oversight Committee submits their annual report for FY 2016-2017 in regards to the government infrastructure surtax.

This report confirms that the City is in compliance with the requirements of the ballot measure as to approving funding for projects and spending on approve projects.

Also, a summary of the FY 2016-2017 activity is as follows:

- Commission approved Budget for Surtax funds by R17-023 for the time period of January 1, 2017 – September 30, 2017, this included estimated revenues of $3,200,000 and the following projects; Sidewalks $1,150,000, ADA Sidewalk work $450,000, Street Improvements $1,500,000, and Oyer Parking Lot Reseal $100,000.
- The Commission awarded a contract with All County Paving for restriping (Street Improvements) on 8/17/17 for $175,685.91 utilizing the City of WPB Paving Contract.
- The Commission also approved award to Cobra Construction (Boynton Beach Business) for rehabilitation of sidewalks for $150,308.00 and to The Paving Lady (Boynton Beach Business) for rehabilitation of sidewalks for $19,800.00 on 9/19/17 but the Purchase Orders were not issued until FY 2017-2018.
- Based on collections the revenue recognized as of September 30, 2017 was $3,177,508.33 of the $3,200,000.00 estimated.

RESOLUTION NO. R17-020

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, CREATING A CITIZEN OVERSIGHT COMMITTEE; PROVIDING FOR APPOINTMENT AND REMOVAL OF MEMBERS BY THE CITY MANAGER; PROVIDING FOR DUTIES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in May 2016, Palm Beach County adopted an Ordinance calling for a Countywide Referendum to impose a countywide local government infrastructure surtax of one percent (1.0%) on all authorized taxable transactions occurring within Palm Beach County, as authorized by Section 212.055(2), Florida Statutes; and

WHEREAS, Voters approved the plan in the November 2016 General Election; and

WHEREAS, pursuant to the County Ordinance and the ballot language approved by the voters, City expenditures of Surtax proceeds shall be subject to independent oversight by citizen committees; and

WHEREAS, the City Commission has elected to create a City of Boynton Beach Citizens Oversight Committee appointed by the City Manager to serve as a reporting body to the City Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

Section 1. The foregoing "WHEREAS" clauses are true and correct and hereby ratified and confirmed by the City Commission

Section 2. There is hereby created a five (5) member Citizens Oversight Committee comprised of individuals with experience, education, or skills as determined necessary by the City Manager. Members of the Committee shall be appointed and may be removed by the City Manager.

Section 3. The Committee shall meet at least twice annually and at such other times as deemed necessary by the City Manager or designee to conduct review of the City's list of approved infrastructure surtax expenditures. Meetings shall be scheduled by the City Manager or designee. The City Manager shall appoint a Chair and Vice-Chair.

Section 4. The Committee's duties are to:

1. Ensure that one hundred percent (100%) of proceeds are expended only for purposes permitted by law and consistent with the ballot measure: and
2. Ensure that expenditures are in compliance with the City's Surtax Use Plan: and
    a. Make annual reports to the City Commission and City Manager which shall include whether the City is in compliance with the requirements of the ballot measure.
    b. The report shall summarize the surtax funded projects and indicate the amount of funds used for each project, the status of the project on the reporting date and whether the surtax funds allocated to the project are sufficient to fund completing of the project.

Section 5. The Committee and its individual members shall operate in the sunshine. Committee Members are subject to the Palm Beach County Code of Ethics. Appointees shall complete required ethics training prior to assuming the duties of appointment.

Section 6. Costs associated with the operation of the Committee shall not be paid from the surtax funds.

Section 7. That this Resolution will become effective immediately upon passage.

PASSED AND ADOPTED this 21st day of February, 2017.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	✓	
Vice Mayor – Mack McCray	✓	
Commissioner – Justin Katz	✓	
Commissioner – Christina L. Romelus	✓	
Commissioner – Joe Casello	✓	
VOTE	5-0	

ATTEST:

Judith A. Pyle, CMC
City Clerk

(Corporate Seal)

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CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/6/2018

REQUESTED ACTION BY COMMISSION: PROPOSED RESOLUTION NO. R18-026 - Authorize the Mayor to sign an Interlocal Agreement between the City of Boynton Beach and Boynton Beach Community Redevelopment Agency (CRA) to provide financial support to the Ocean Breeze East Apartments LLC in association with their application for the 9% tax credit for Low Income Housing Tax Credits and sign any related application documents to confirm such support.

EXPLANATION OF REQUEST:
On January 18, 2018, the CRA Board approved a Interlocal Agreement with the City of Boynton Beach for funding of the Local Government Contribution match of $567,500 in connection with Ocean Breeze East Apartments LLC project in connection with their application for 9% Low Income Housing Tax Credit Program.

The application requires the Local Government to verify the contribution amount of $567,500 as part of Ocean Breeze East Apartments, LLC (Centennial Management Corporation) application submission. The Local Government is the City of Boynton Beach. The interlocal that is being recommended provides for the financial support to be paid by the Boynton Beach Community Redevelopment Agency. Such contribution is dependent upon Centennial Management Corporation's 9% LIHTC Program application being successful.

At the October 19, 2017 CRA Board meeting the CRA Board approved a Purchase and Development Agreement outlining the specific terms and conditions of the property sale to Centennial Management Corporation and project's development. The Purchase and Development Agreement was executed on December 15, 2017.
Centennial Management Corporation as Ocean Breeze Apartments LLC will submit application to the Florida 9% Low Income Housing Tax Credit (LIHTC) Program in an attempt to secure funding for the proposed project.
The FHFC funding application requires a local government contribution. The Board has agreed to the requested amount of $567,500. However, the funding must come from a municipality therefore the CRA and City must enter into an interlocal agreement for the CRA to reimburse the City for the $567,500.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT: There is no ultimate fiscal impact to the City of Boynton Beach.

ALTERNATIVES: Do not approve the interlocal.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Resolution	Resolution approving ILA with CRA for funding of the Ocean Breeze 9% LIHTC application
🗋	Attachment	CRA ILA-Ocean Breeze East Apts LLC
🗋	Attachment	CRA Agenda item 1-18-18

RESOLUTION NO. R18-___

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY FOR FINANCIAL SUPPORT TO THE OCEAN BREEZE EAST APARTMENTS LLC., IN ASSOCIATION WITH THEIR APPLICATION FOR THE 9% TAX CREDIT FOR LOW INCOME HOUSING TAX CREDITS AND TO SIGN ANY RELATED APPLICATION DOCUMENTS TO CONFIRM SUCH SUPPORT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS; on January 18, 2018 the CRA Board approved an Interlocal Agreement with the City of Boynton Beach for funding of the Local Government Contribution match of $567,500 in connection with Ocean Breeze East Apartments LLC in connection with their application for 9% Low Income Housing Tax Credit Program; and

WHEREAS, the application requires the Local Government to verify the contribution amount of $567,500 as part of Ocean Breeze East Apartments, LLC., application submission; and

WHEREAS, the Local Government is the City of Boynton Beach and this Interlocal Agreement provides for the financial support to be paid by the Boynton beach Community Redevelopment Agency providing the application for the 9% LIHTC Program is successful; and

WHEREAS, the attached Interlocal Agreement contains the details of the CRA funding commitments associated with the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

Section 1. Each Whereas clause set forth above is true and correct and incorporated herein by this reference.

Section 2. The City Commission of the City of Boynton Beach, Florida does hereby approve and authorize the Mayor to sign the Interlocal Agreement between the City of Boynton Beach and the Boynton Beach Community Redevelopment Agency for CRA funding to the Ocean Breeze East Apartments LLC in association with their application for the 9% tax credit for Low Income Housing Tax Credits and to sign any related application documents to confirm such support. A copy of said Interlocal Agreement is attached hereto as Exhibit "A".

Section 3. That this Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this _____ day of _____, 2018.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Justin Katz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Christina L. Romelus	_____	_____
Commissioner – Joe Casello	_____	_____
VOTE	_____	

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

(Corporate Seal)

INTERLOCAL AGREEMENT BETWEEN CITY OF BOYNTON BEACH AND BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY TO PROVIDE FOR THE PAYMENT OF THE LOCAL GOVERNMENT CONTRIBUTION UNDER THE FLORIDA HOUSING FINANCE CORPORATION STATE APARTMENT LOAN PROGRAM FOR THE PROJECT KNOWN AS THE OCEAN BREEZE EAST PROJECT SITE TO BE DEVELOPED BY OCEAN BREEZE EAST APARTMENTS LLC, PURSUANT TO CHAPTER 420, PART V, SECTIONS 420.5093 - 420.5099, FLORIDA STATUTES, PROVIDING AN EFFECTIVE DATE.

THIS AGREEMENT, made and entered into on the _____ day of _____2018 by and between:

CITY OF BOYNTON BEACH, FLORIDA
a Florida municipal corporation
100 E. Boynton Beach Boulevard
Boynton Beach, Florida 33425
(hereinafter referred to as "CITY")

AND

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY,
a Public Agency of the State of Florida
710 N. Federal Highway
Boynton Beach, Florida 33435
(hereinafter referred to as "CRA")

WITNESSETH:

WHEREAS, CITY and CRA ("Parties") desire to encourage Affordable and Workforce Housing development within the City and the CRA; and

WHEREAS, the CRA has determined that the provision of Affordable and Workforce Housing within the CRA furthers the CRA's purpose of eliminating slum and blight; and

WHEREAS, the CRA has approved a financial contribution of five hundred sixty-seven thousand and five hundred dollars ($567,500.00) in the form of a grant contribution ("Grant") to assist the developer, Ocean Breeze East Apartments LLC ("Grantee"), in the development of certain properties located 700 N. Seacrest Boulevard in Boynton Beach, Florida, as described in Exhibit "A" attached hereto, and

WHEREAS, the Parties desire to enter into an Interlocal Agreement ("Agreement") for the City of Boynton Beach to pay the Grant, on behalf of the CRA, to the "Grantee," under the condition that the Grantee obtains award underwriting approval of a 9% Low Income Housing Tax Credit allocation from the Florida Housing Finance Corporation by June 30, 2018, and

WHEREAS, CITY and CRA have determined that it is mutually beneficial and in the best interests of its citizens and residents to enter into this Agreement; and

WHEREAS, Part I of Chapter 163, Florida Statutes, as amended (the "Florida Interlocal Cooperation Act"), permits the Parties, as public agencies under the Interlocal Cooperation Act, to enter into interlocal agreements with each other to authorize one public agency to exercise, on behalf of the other public agency, jointly held powers, privileges or authorities which each such public agency shares in common and which each might exercise separately, permitting the public agencies to make the most efficient use of their power by enabling them to cooperate on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that accords best with geography, economy, population and other factors influencing the needs and development of such public agencies; and

WHEREAS, this Interlocal Agreement will become effective upon filing with the Clerk of the Court in the Fifteenth Judicial Circuit in accordance with the provisions of the Interlocal Cooperation Act; and

WHEREAS, CITY hereby represents to CRA that it has the authority, pursuant to the Interlocal Cooperation Act, to execute any and all documents necessary to effectuate and to implement the terms of this Agreement; and

WHEREAS, CRA hereby represents to CITY that it has the authority, pursuant to the Interlocal Cooperation Act, to execute any and all documents necessary to effectuate and to implement the terms of this Agreement; and

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements hereinafter set forth, the Parties hereto agree as follows:

Section 1. RECITALS

1.01 The above recitals are true and correct and are incorporated herein.

Section 2. TERM OF AGREEMENT

2.01 This Agreement shall be effective upon the approval of both parties and upon filing with the Clerk of the Court in the Fifteenth Judicial Circuit and shall terminate upon the earlier of the following: 1) the CRA reimbursing the CITY for final payment of the Grant of five hundred sixty-seven thousand and five hundred dollars ($567,500.00) to Grantee consistent with the terms of this Agreement; or 2) the failure of Grantee to obtain award underwriting approval of a 9% Low Income Housing Tax Credit from Florida Housing Finance Corporation by June 30, 2018.

Section 3. DUTIES AND RESPONSIBILITIES OF THE PARTIES

3.01 The Parties agree that per Resolution No.___, the Grant shall be paid by the CITY to Grantee on behalf of the CRA. The Parties agree further that the CRA will reimburse the CITY for the payment of said Grant, within 30 days of CITY's notice of making payment. Payment shall be made to Grantee upon: 1) Grantee providing evidence that they have been awarded a nine percent (9%) low income tax

credit from the Florida Housing Finance Corporation; and 2) a real estate closing for the sale of the project properties located at 700 N. Seacrest Boulevard in Boynton Beach, Florida, as described in Exhibit "A."

Section 5. RECORDS

5.01 CRA and CITY shall each maintain their own respective records and documents associated with this Agreement in accordance with the requirements set forth in Chapter 119, Florida Statutes. All such records shall be adequate to justify all charges, expenses, and costs incurred in accordance with generally accepted accounting principles. Each party shall have access to the other party's books, records and documents as required in this Agreement for the purpose of inspection or audit during normal business hours during the term of this Agreement and for at least three (3) years after completion of the development of the on the Ocean Breeze East project site located at 700 N. Seacrest Boulevard in Boynton Beach, Florida, as described in Exhibit "A."

Section 6. ASSIGNMENT

6.01 The respective obligations of the parties shall not be assigned, in whole or in part, without the written consent of the other party.

Section 7. DEFAULT

7.02 If either party fails to perform or observe any of the material terms and conditions of this Agreement for a period of ten (10) calendar days after receipt of written notice of such default from the other party, the non-defaulting party may terminate this Agreement. Failure of any party to exercise its right in the event of any breach by the other party shall not constitute a waiver of such rights. No party shall be deemed to have waived any failure to perform by the other party unless such waiver is in writing and signed by the other party. Such waiver shall be limited to the terms specifically contained therein. This section shall be without prejudice to the rights of any party to seek a legal remedy for any breach of the other party as may be available to it in law or equity.

Section 8. COMPLIANCE WITH LAWS

8.01 CITY and CRA shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida and of any other public authority which may be applicable.

Section 9. VENUE

9.01 Any and all legal actions necessary to enforce the terms of this Agreement shall be conducted in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, or, if in federal court, in the United States District Court for the Southern District of Florida.

Section 10. GOVERNING LAW

10.01 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

Section 11. ENTIRE AGREEMENT

11.01 This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written, and this Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

Section 12. SEVERABILITY

12.01 Should any part, term or provision of this Agreement be by the courts decided to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby so long as the Parties' rights and obligations contained in this Agreement are not materially prejudiced and the intentions of the Parties can continue to be achieved.

Section 13. NOTICES

13.01 Whenever either party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier, evidenced by a delivery receipt, or by overnight express delivery service, evidenced by a delivery receipt, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice.

CITY: Lori LaVerriere, City Manager
City of Boynton Beach
100 E. Boynton Beach Boulevard
Boynton Beach, FL 33435

CRA: Michael Simon, Executive Director
Boynton Beach CRA
710 N. Federal Highway
Boynton Beach, Florida 33435

Copies To: James A. Cherof
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308

Tara Duhy, Esquire
Lewis, Longman & Walker, P.A.
515 North Flagler Drive, Suite 1500
West Palm Beach, Florida 33401

Section 14. INTERPRETATION

14.01 This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the CITY OF BOYNTON BEACH and the BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY have caused these presents to be executed in their respective names by the proper officials the day and year first above written.

CITY OF BOYNTON BEACH
a municipal corporation organized and existing under the laws of the State of Florida

By: _____
Steven Grant, Mayor

ATTEST:

_____
City Clerk

Approved as to form:

_____
City Attorney

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY
a public agency organized and existing under the laws of the State of Florida

By: _____
Steven Grant, Chair

Approved as to form:

CRA Attorney

EXHIBIT "A"

EXHIBIT "A"

LEGAL DESCRIPTION

Lots 3 through 12 inclusive, in Block 1, Lots 1 and 2, in Block 1, LESS all that portion of lots 1 and 2 lying West of the East right-of-way line for "Seacrest Boulevard" as shown on Road Plat Book 5, at Page 182 and less a 20 foot return curve area for road right-of-way, PALM BEACH COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 11, at Page 43, of the Public Records of Palm Beach County, Florida, and the South Half (S1/2) of the East Half (E1/2) of Lot 2 of Subdivision of the West Half (W1/2) of the Southeast Quarter (SE1/4) of Section 21, Township 45 South, Range 43 East, LESS the South 125 feet thereof; Less parcels conveyed to the City of Boynton Beach by Official Records Book 852, Page 642 and LESS the right-of-way for "Seacrest Boulevard" as shown on Road Plat Book 5, at Page 182, according to the Plat thereof, as recorded in Plat Book 1, at Page 4, Public Records of Palm Beach County, Florida.

CRA BOARD MEETING OF: January 18, 2018

OLD BUSINESS

AGENDA ITEM: 13.N.

SUBJECT:

Consideration of an Interlocal Agreement with the City of Boynton Beach for funding of the Ocean Breeze East Project with Centennial Management Corporation

SUMMARY:

As a result of the issuance of a Request for Proposals (RFP) and Developer Qualifications (RFQ) in July 2017, for the redevelopment of new affordable or workforce housing units on the CRA owned property located at 700 N. Seacrest Boulevard (a/k/a Ocean Breeze East), the CRA Board selected Centennial Management Corporation as the developer at their August 29, 2017 Special Meeting.

At their October 10, 2017, meeting, the CRA Board approved a Purchase and Development Agreement outlining the specific terms and conditions of the property sale to Centennial Management Corporation and project's development. The Purchase and Development Agreement was then executed on December 15, 2017.

Under the terms of the Purchase and Development Agreement, Centennial Management Corporation was required to submit an application to the Florida 9% Low Income Housing Tax Credit (LIHTC) Program in an attempt to secure funding for the proposed project. As part of the application submission, the program requires various forms to be completed by the developer verifying the eligibility of the site as well as the commitment by the local government to provide funding under the Local Government Contribution category. At the December 19, 2017, City Commission meeting, the Local Government Verification of Contribution Form was approved and executed by Mayor Grant (see Attachment I).

In order to provide funding to the City of Boynton Beach for the reimbursement of the Local Government Contribution if the application is successful, the agency must enter into an Interlocal Agreement (see Attachment II). The funding specified under the Local Government Contribution will only be expended if Centennial Management Corporation's 9% LIHTC Program application is successful.

FISCAL IMPACT:

To be determined

CRA PLAN/PROJECT/PROGRAM:

2016 Boynton Beach Community Redevelopment Plan, Heart of Boynton District (pages 105-118)

CRAAB RECOMMENDATION:

At their October 5, 2017 meeting, the CRAAB recommended the CRA to approve a Purchase and Development Agreement with Centennial Management Corporation as described in the agenda item summary above.

CRA BOARD OPTIONS:

1. Approve and execute the Interlocal Agreement with the City of Boynton Beach to provide the funding for the Local Government Contribution as required under the 9% Low Income Housing Tax Credit Program application for the Ocean East Project with Centennial Management Corporation.

2. Do not approve or execute the Interlocal Agreement with the City of Boynton Beach to provide the funding for the Local Government Contribution as required under the 9% Low Income Housing Tax Credit Program application for the Ocean East Project with Centennial Management Corporation.

ATTACHMENTS:

Description

- **Attachment I - Executed Grant Form**
- **Attachment II - DRAFT ILA**

FLORIDA HOUSING FINANCE CORPORATION
LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION – GRANT FORM

Name of Development: Ocean Breeze East

Development Location: 700 N. Seacrest Blvd., Boynton Beach, FL 33435
(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site where the Development Location Point is located.)

The City/County of Boynton Beach commits $ 567,500.00 as a grant to the Applicant for its use solely for assisting the proposed Development referenced above. The City/County does not expect to be repaid or reimbursed by the Applicant, or any other entity, provided the funds are expended solely for the Development referenced above. No consideration or promise of consideration has been given with respect to the grant. For purposes of the foregoing, the promise of providing affordable housing does not constitute consideration. The commitment for this grant must be effective as of the Application Deadline for the applicable RFA, and is provided specifically with respect to the proposed Development.

The source of the grant is: City of Boynton Beach Funds and/or Boynton Beach CRA Funds
(e.g., SHIP, HOME, CDBG)

CERTIFICATION

I certify that the foregoing information is true and correct and that this commitment is effective at least through the date required in the applicable RFA.

Signature

Steven B. Grant
Print or Type Name

Mayor
Print or Type Title

This certification must be signed by the chief appointed official (staff) responsible for such approvals, Mayor, City Manager, County Manager/Administrator/Coordinator, Chairperson of the City Council/Commission or Chairperson of the Board of County Commissioners. If the contribution is from a Land Authority organized pursuant to Chapter 380.0663, Florida Statutes, this certification must be signed by the Chair of the Land Authority. One of the authorized persons named above may sign this form for certification of state, federal or Local Government funds initially obtained by or derived from a Local Government that is directly administered by an intermediary such as a housing finance authority, a community reinvestment corporation, or a state-certified Community Housing Development Organization (CHDO). Other signatories are not acceptable. The Applicant will not receive credit for this contribution if the certification is improperly signed. To be considered for points, the amount of the contribution stated on this form must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc.

If the Application is not eligible for automatic points, this contribution will not be considered if the certification contains corrections or 'white-out' or if the certification is altered or retyped. The certification may be photocopied.

Please note: This form may be modified by Florida Housing Finance Corporation per Section 67-60.005, F.A.C.

(Form Rev. 08-16)

INTERLOCAL AGREEMENT BETWEEN CITY OF BOYNTON BEACH AND BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY TO PROVIDE FOR THE PAYMENT OF THE LOCAL GOVERNMENT CONTRIBUTION UNDER THE FLORIDA HOUSING FINANCE CORPORATION STATE APARTMENT LOAN PROGRAM FOR THE PROJECT KNOWN AS THE OCEAN BREEZE EAST PROJECT SITE TO BE DEVELOPED BY OCEAN BREEZE EAST APARTMENTS LLC, PURSUANT TO CHAPTER 420, PART V, SECTIONS 420.5093 - 420.5099, FLORIDA STATUTES, PROVIDING AN EFFECTIVE DATE.

THIS AGREEMENT, made and entered into on the _____ day of 2018 by and between:

CITY OF BOYNTON BEACH, FLORIDA
a Florida municipal corporation
100 E. Boynton Beach Boulevard
Boynton Beach, Florida 33425
(hereinafter referred to as "CITY")

AND

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY,
a Public Agency of the State of Florida
710 N. Federal Highway
Boynton Beach, Florida 33435
(hereinafter referred to as "CRA")

WITNESSETH:

WHEREAS, CITY and CRA ("Parties") desire to encourage Affordable and Workforce Housing development within the City and the CRA; and

WHEREAS, the CRA has determined that the provision of Affordable and Workforce Housing within the CRA furthers the CRA's purpose of eliminating slum and blight; and

WHEREAS, the CRA has approved a financial contribution of five hundred sixty-seven thousand and five hundred dollars ($567,500.00) in the form of a grant contribution ("Grant") to assist the developer, Ocean Breeze East Apartments LLC ("Grantee"), in the development of certain properties located 700 N. Seacrest Boulevard in Boynton Beach, Florida, as described in Exhibit "A" attached hereto, and

WHEREAS, the Parties desire to enter into an Interlocal Agreement ("Agreement") for the City of Boynton Beach to pay the Grant, on behalf of the CRA, to the "Grantee," under the condition that the Grantee obtains award underwriting approval of a 9% Low Income Housing Tax Credit allocation from the Florida Housing Finance Corporation by June 30, 2018, and

WHEREAS, CITY and CRA have determined that it is mutually beneficial and in the best interests of its citizens and residents to enter into this Agreement; and

WHEREAS, Part I of Chapter 163, Florida Statutes, as amended (the "Florida Interlocal Cooperation Act"), permits the Parties, as public agencies under the Interlocal Cooperation Act, to enter into interlocal agreements with each other to authorize one public agency to exercise, on behalf of the other public agency, jointly held powers, privileges or authorities which each such public agency shares in common and which each might exercise separately, permitting the public agencies to make the most efficient use of their power by enabling them to cooperate on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that accords best with geography, economy, population and other factors influencing the needs and development of such public agencies; and

WHEREAS, this Interlocal Agreement will become effective upon filing with the Clerk of the Court in the Fifteenth Judicial Circuit in accordance with the provisions of the Interlocal Cooperation Act; and

WHEREAS, CITY hereby represents to CRA that it has the authority, pursuant to the Interlocal Cooperation Act, to execute any and all documents necessary to effectuate and to implement the terms of this Agreement; and

WHEREAS, CRA hereby represents to CITY that it has the authority, pursuant to the Interlocal Cooperation Act, to execute any and all documents necessary to effectuate and to implement the terms of this Agreement; and

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements hereinafter set forth, the Parties hereto agree as follows:

Section 1. RECITALS

1.01 The above recitals are true and correct and are incorporated herein.

Section 2. TERM OF AGREEMENT

2.01 This Agreement shall be effective upon the approval of both parties and upon filing with the Clerk of the Court in the Fifteenth Judicial Circuit and shall terminate upon the earlier of the following: 1) the CRA reimbursing the CITY for final payment of the Grant of five hundred sixty-seven thousand and five hundred dollars ($567,500.00) to Grantee consistent with the terms of this Agreement; or 2) the failure of Grantee to obtain award underwriting approval of a 9% Low Income Housing Tax Credit from Florida Housing Finance Corporation by June 30, 2018.

Section 3. DUTIES AND RESPONSIBILITIES OF THE PARTIES

3.01 The Parties agree that per Resolution No.___, the Grant shall be paid by the CITY to Grantee on behalf of the CRA. The Parties agree further that the CRA will reimburse the CITY for the payment of said Grant, within 30 days of CITY's notice of making payment. Payment shall be made to Grantee upon: 1) Grantee providing evidence that they have been awarded a nine percent (9%) low income tax

credit from the Florida Housing Finance Corporation; and 2) a real estate closing for the sale of the project properties located at 700 N. Seacrest Boulevard in Boynton Beach, Florida, as described in Exhibit "A."

Section 5. RECORDS

5.01 CRA and CITY shall each maintain their own respective records and documents associated with this Agreement in accordance with the requirements set forth in Chapter 119, Florida Statutes. All such records shall be adequate to justify all charges, expenses, and costs incurred in accordance with generally accepted accounting principles. Each party shall have access to the other party's books, records and documents as required in this Agreement for the purpose of inspection or audit during normal business hours during the term of this Agreement and for at least three (3) years after completion of the development of the on the Ocean Breeze East project site located at 700 N. Seacrest Boulevard in Boynton Beach, Florida, as described in Exhibit "A."

Section 6. ASSIGNMENT

6.01 The respective obligations of the parties shall not be assigned, in whole or in part, without the written consent of the other party.

Section 7. DEFAULT

7.02 If either party fails to perform or observe any of the material terms and conditions of this Agreement for a period of ten (10) calendar days after receipt of written notice of such default from the other party, the non-defaulting party may terminate this Agreement. Failure of any party to exercise its right in the event of any breach by the other party shall not constitute a waiver of such rights. No party shall be deemed to have waived any failure to perform by the other party unless such waiver is in writing and signed by the other party. Such waiver shall be limited to the terms specifically contained therein. This section shall be without prejudice to the rights of any party to seek a legal remedy for any breach of the other party as may be available to it in law or equity.

Section 8. COMPLIANCE WITH LAWS

8.01 CITY and CRA shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida and of any other public authority which may be applicable.

Section 9. VENUE

9.01 Any and all legal actions necessary to enforce the terms of this Agreement shall be conducted in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, or, if in federal court, in the United States District Court for the Southern District of Florida.

Section 10. GOVERNING LAW

10.01 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

Section 11. ENTIRE AGREEMENT

11.01 This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written, and this Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

Section 12. SEVERABILITY

12.01 Should any part, term or provision of this Agreement be by the courts decided to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby so long as the Parties' rights and obligations contained in this Agreement are not materially prejudiced and the intentions of the Parties can continue to be achieved.

Section 13. NOTICES

13.01 Whenever either party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier, evidenced by a delivery receipt, or by overnight express delivery service, evidenced by a delivery receipt, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice.

CITY: Lori LaVerriere, City Manager
City of Boynton Beach
100 E. Boynton Beach Boulevard
Boynton Beach, FL 33435

CRA: Michael Simon, Executive Director
Boynton Beach CRA
710 N. Federal Highway
Boynton Beach, Florida 33435

Copies To: James A. Cherof
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308

Tara Duhy, Esquire
Lewis, Longman & Walker, P.A.
515 North Flagler Drive, Suite 1500
West Palm Beach, Florida 33401

Section 14. **INTERPRETATION**

14.01 This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the CITY OF BOYNTON BEACH and the BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY have caused these presents to be executed in their respective names by the proper officials the day and year first above written.

CITY OF BOYNTON BEACH a municipal corporation organized and existing under the laws of the State of Florida

By: _____
Steven Grant, Mayor

ATTEST:

_____
City Clerk

Approved as to form:

_____
City Attorney

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY, a public agency organized and existing under the laws of the State of Florida

By: _____
Steven Grant, Chair

Approved as to form:

CRA Attorney

_____

EXHIBIT "A"

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/6/2018

REQUESTED ACTION BY COMMISSION:
Members of the Commission has requested to review and discuss the Public Arts Ordinance - **February 2018**

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/6/2018

REQUESTED ACTION BY COMMISSION:
Staff to review PBC Ordinance on Panhandlers - **March 2018**

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/6/2018

REQUESTED ACTION BY COMMISSION:
Staff to bring information concerning the following land parcels for the Commission to review - **TBD**
- Nichols Property
- Rolling Green
- Girl Scout Park

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/6/2018

REQUESTED ACTION BY COMMISSION: Mayor Grant has requested staff to review sign ordinance as it relates to people holding signs in public rights of ways - **TBD**

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/6/2018

REQUESTED ACTION BY COMMISSION:
PROPOSED ORDINANCE NO. 17-021 - SECOND READING - Approve Town Square Future Land Use Map Amendment from Public and Private Governmental/Institutional (PPGI) and High Density Residential (HDR) to Mixed Use Medium (MXM) and rezone from PU Public Usage, REC Recreation and R-3 Multifamily to MU-3 Mixed Use 3 zoning district. City-initiated. ***(First Reading approved 8/15, Second Reading to coincide with approval of the Master Plan) - February 20, 2018***

PROPOSED ORDINANCE NO. 17-022 - SECOND READING - Amending Ordinance 02-013 to Rezone a Parcel of Land Described Herein and Commonly Referred to as Town Square From Public Usage (Pu); Recreation (Rec) And Multifamily (R-3) to Mixed Use 3 (Mu-3). ***(First Reading approved 8/15, Second Reading to coincide with approval of the Master Plan) - February 20, 2018***

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Ordinance	Ordinance approving Town Square Land Use Amendment
Ordinance	Ordinance approving Rezoning of Town Square
Staff Report	Staff Report
Location Map	Location Map
Exhibit	Exhibit B1
Exhibit	Exhibit B2
Exhibit	Exhibit C1
Exhibit	Exhibit C2
Exhibit	Exhibit D

ORDINANCE NO. 17-

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING ORDINANCE 89-38 BY AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN FOR PROPERTY COMMONLY KNOWN AS TOWN SQUARE AND DESCRIBED HEREIN, OWNED BY THE CITY OF BOYNTON BEACH; CHANGING THE LAND USE DESIGNATION FROM PUBLIC AND PRIVATE GOVERNMENTAL/INSTITUTIONAL (PPGI) AND HIGH DENSITY RESIDENTIAL TO MIXED USE MEDIUM(MXM); PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Boynton Beach, Florida has adopted a Comprehensive Future Land Use Plan and as part of said Plan a Future Land Use Element pursuant to Ordinance No. 89-38 and in accordance with the Local Government Comprehensive Planning Act; and

WHEREAS, the procedure for amendment of a Future Land Use Element of a Comprehensive Plan as set forth in Chapter 163, Florida Statutes, has been followed; and

WHEREAS, after two (2) public hearings the City Commission acting in its dual capacity as Local Planning Agency and City Commission finds that the amendment hereinafter set forth is consistent with the City's adopted Comprehensive Plan and deems it in the best interest of the inhabitants of said City to amend the Future Land Use Element (designation) of the Comprehensive Plan as hereinafter provided.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

Section 1: The foregoing WHEREAS clauses are true and correct and incorporated herein by this reference.

Section 2: Ordinance No. 89-38 of the City is hereby amended to reflect the following:

That the Future Land Use of the following described land described in Exhibit "A" is amended from Public and Private Governmental/Institutional (PPGI) and High Density Residential (HDR) to: **MIXED USE MEDIUM (MXM).**

Section 3: This Ordinance shall take effect on adoption, subject to the review, challenge, or appeal provisions provided by the Florida Local Government Comprehensive Planning and Land Development Regulation Act. No party shall be vested of any right by virtue of the adoption of this Ordinance until all statutory required review is complete and all legal challenges, including appeals, are exhausted. In the event that the effective date is established by state law or special act, the provisions of state act shall control.

FIRST READING this _____ day of _____, 2017.

SECOND, FINAL READING and PASSAGE this _____ day of _____, 2017.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Justin Katz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Christina L. Romelus	_____	_____
Commissioner – Joe Casello	_____	_____

VOTE _____

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

(Corporate Seal)

ORDINANCE NO. 17-

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING ORDINANCE 02-013 TO REZONE A PARCEL OF LAND DESCRIBED HEREIN AND COMMONLY REFERRED TO AS TOWN SQUARE FROM PUBLIC USAGE (PU); RECREATION (REC) AND MULTIFAMILY (R-3) TO MIXED USE 3 (MU-3); PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Boynton Beach, Florida has adopted Ordinance No. 02-013, in which a Revised Zoning Map was adopted for said City; and

WHEREAS, the City of Boynton Beach, owner of the property has made application to rezone a parcel of land, said land being more particularly described hereinafter, from Public Usage (PU); Recreation (REC) and Multifamily (R-3) to Mixed Use 3 (MU-3); and

WHEREAS, the City Commission conducted public hearings as required by law and heard testimony and received evidence which the Commission finds supports a rezoning for the property hereinafter described; and

WHEREAS, the City Commission finds that the proposed rezoning is consistent with an amendment to the Land Use which was contemporaneously considered and approved at the public hearing heretofore referenced; and

WHEREAS, the City Commission deems it in the best interests of the inhabitants of said City to amend the aforesaid Revised Zoning Map as hereinafter set forth.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

Section 1. The foregoing Whereas clauses are true and correct and incorporated herein by this reference.

Section 2. The land described in Exhibit "A" be and the same is hereby rezoned from PU Public Usage; REC Recreation and R-3 Multifamily to Mixed Use 3 (MU-3). A location map is attached hereto as Exhibit "B" and made a part of this Ordinance by reference.

Section 3. That the aforesaid Revised Zoning Map of the City shall be amended accordingly.

Section 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 5. Should any section or provision of this Ordinance or any portion thereof be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the remainder of this Ordinance.

Section 6. This ordinance shall become effective immediately upon passage.

FIRST READING this _____ day of _____, 2017.

SECOND, FINAL READING and PASSAGE this _____ day of _____, 2017.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Justin Katz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Christina L. Romelus	_____	_____
Commissioner – Joe Casello	_____	_____
VOTE	_____	

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

(Corporate Seal)

DEVELOPMENT DEPARTMENT
PLANNING AND ZONING DIVISION
MEMORANDUM NO. PZ 17-001

STAFF REPORT

TO: Chair and Members
Planning and Development Board

THRU: Michael Rumpf
Planning and Zoning Director

FROM: Hanna Matras, Senior Planner

DATE: July 10, 2017

PROJECT: Town Square
LUAR 17-005

REQUEST: Approve Town Square Future Land Use Map Amendment from Public and Private Governmental/Institutional (PPGI) and High Density Residential (HDR) to Mixed Use Medium (MXM) and rezone from PU Public Usage, REC Recreation and R-3 Multifamily to MU-3 Mixed Use 3 zoning district. City-initiated.

PROJECT DESCRIPTION

Property Owner: City of Boynton Beach (7 parcels) and owners of 14 Park Lane Condominium units

Applicant: City of Boynton Beach

Location: Area bounded by Seacrest Boulevard on the west, NE 1st Street on the east, Boynton Beach Boulevard on the north and SE 2nd Avenue on the south (**Exhibit "A")**

Existing Land Use/ Zoning: Public and Private Governmental/Institutional (PPGI) and High Density Residential (HDR) / PU Public Usage; REC Recreation and R-3 Multifamily (no residential allowed in PPGI and REC; maximum density of 11 du/acre in R-3); see **Exhibit "B1"** and **Exhibit "B2"**

Proposed Land Use/ Zoning: Mixed Use Medium (MXM) / MU-3 Mixed Use 3 zoning district

(maximum density 50 du/acre plus 25% density bonus for Downtown TOD District); see **Exhibit "C1"** and **Exhibit "C2"**

Acreage: +/- 16.5 acres

Adjacent Uses:

North: Right-of-way for Boynton Beach Boulevard and farther north, developed commercial properties classified Local Retail Commercial (LRC) and zoned C-3 (Community Commercial District);

South: Right-of-way for SE 2nd Avenue, and farther south, 10 developed single-family homes and 1 vacant parcel, classified Low Density Residential (LDR) and Medium Density Residential (MEDR) and zoned R-1-A, (Single-Family Residential District) and R-2, (Single- and Two-Family Residential District);

East: Right-of-way for NE/SE 1st Street; on the Northeast side, a developed commercial property clasified Local Retail Commercial (LRC) and zoned C-3 (Community Commercial); further south, a parking lot and Green Acres condominium, both classified High Density Residential (HDR) and zoned R-3, Multi-Family; further south, a vacant parcel and Ocean East Apartments, both classified Local Retail Commercial (LRC) and zoned R-3, Multi-Family; the Vivienne condominium on the south side has the same zoning but is classified High Density Residential (HDR); in the southeastern section, two developed single-family homes and a duplex classified Low Density Residential (LDR) and zoned R-1-A, (Single-Family Residential District).

West: Right-of-way for Seacrest Boulevard; on the Northwest side, the USPS facility and an office building, both classified Local Retail Commercial (LRC) and zoned C-2 (Neighborhood Commercial District); farther south, First United Methodist Church, classified High Density Residential (HDR) and zoned R-3, Multi-Family (on the part of properties fronting Seacrest Boulevard); south of W. Ocean Avenue, developed single-family homes and small residential rental properties, classified High Density Residential (HDR) and zoned R-3, Multi-Family.

BACKGROUND

The Site

The subject area covers four blocks, bounded by Seacrest Boulevard on the west, NE 1st Street on the east, Boynton Beach Boulevard on the north and SE 2nd Avenue on the south. It includes seven (7) parcels owned by the City of Boynton Beach, for a total of 15.05 acres, the right-of-way for NE 1st Avenue of 0.7 acre, part of the right-of-way for SE 1st Avenue of approximately 0.09 acres (currently with no future land use classification or zoning designation) and a 14-unit Park Lane condominium site on approximately 0.63 acres. The City-owned parcels contain the civic campus with the following structures:

- 1913 Schoolhouse Museum, including amphitheatre
- Art Center
- City Hall Complex, including parking garage
- Civic Center
- Old High School
- Kid's Kingdom Playground
- Library
- Madsen Senior Center (presently housing Code Compliance), including shuffleboard courts

As a redevelopment site, the property has several pertinent locational characteristcs:

- It is situated within the Community Redevelopment Area, giving a potential development access to a number of incentives, and allowing the Community Redevelopment Agency to become a partner in the incoming project (see "**The Proposed Action**" section below);

- It is enclosed within the Downtown Transit-Oriented Development (DTOD) district, which covers a ½ mile radius around the intersection of Boynton Beach Boulevard and NE 4th Street, the site of the future station for the planned Tri-Rail Coastal Link commuter train system on the FEC Rail, which will provide passenger service between Miami and West Plam Beach. The DTOD district regulations support increased intensity of development through a 25% density bonus.

- It is also enclosed within both the Coastal Residential Exception area, which exempts all residential development east of I-95 from the Palm Beach County traffic concurrency, and the Transportation Concurrency Exception Area (TCEA), which, while setting limits on the amount of development that will be allowed, carries additional traffic concurrency exemption for commercial and other non-residential development.

- The site is split between two CRA districts, the Cultural District and the Boynton Beach Boulvard District, which—together with four others—have been identified and designated as distinctive planning areas by the CRA Community Redevelopment Plan adopted in October of 2016. (See Exhibit "D")

The addition of the Park Lane Condominium site squares the project's boundary. The site lays within the Cultural district and is a subject to the same future land use CRA Plan's recommendation as the Town Square.

The Proposed Action

This action—the future land use amendment and rezoning—has been initiated by City staff in preparation for the redevelopment of the civic campus, now referred to as Town Square, into a mix use project. The project is proposed as a partnership between the City, the CRA and the private development team, based on the Public-Private Partnership (P3) development model pursuant to Chapter 255.065, Florida Statutes. P3s are agreements formed between public and private entities that allow for greater private-sector participation in the financing and delivery of public building and infrastructure projects. (In February of 2015, the City adopted Resolution 15-020, which established procedures for processing of P3s.)

Even though a conceptual Town Square Master Plan has been made public, at present there is no Master Plan application for the project accompanying the subject zoning request as would be required by the Land Development Regulations (LDRs) for a privately-initiated application involving a planned zoning district. Since 2015, the City has been able to proactively initiate and process future land use reclassification and rezoning to selected sites—if recommended by a significant planning document(s)—without a concurrent review of a master plan. Such "proactive" actions assures that these properties will have the recommended future land use classification and a corresponding zoning designation "on the ground," ready for incoming projects.

The City makes use of this provision for sites for which there already is a specific vision, supported by a redevelopment or other plan of major importance. The subject request meets this criterion, as the Town Square project is supported both by the 2016 CRA Community Redevelopment Plan and the City's Strategic Plan.

Previous FLU Amendment/Rezoning Applications for the Site

In 2013, the City processed a FLU amendment and rezoning for a small part of the subject site (about 2 acres) occupied by the Old High School, as part of a development agreement in a public/private partnership with an applicant planning the renovation and adaptive reuse of the building. Of the two requests, for a mixed use future land use and zoning, only the first one was approved by the City Commission. The project was subsequently abandoned and the City took the action to revert the site to its previous (and current) PPGI future land use classification.

Prerequisites for Approval: the Process

The regulatory framework for the requested FLU classification of Mixed Use Medium (MXM) and the zoning designation of MU-3 Mixed Use 3 has not as yet been completed. The framework requires text amendments to both the Comprehensive Plan Future Land Use Element and the Land Development Regulations (LDRs). The status of this process is as follows:

- The Comprehensive Plan amendments were adopted by the City Commission on July 18th and subsequently resent to the state for a final review. If not challenged, the amendments will become effective 31 days after amendment package is deemed complete (anticipated by September 1st).
- Amendments to the LDRs—currently in drafting—will implement the Comprehensive Plan-modified FLU structure as well as changes to the zoning structure recommended by the CRA Plan. The LDR amendments are anticipated to be adopted by September 19th.

Since the size of the property under consideration for the Town Square project exceeds ten acres, the proposed FLU amendments are subject to the Expedited State Review Process per provisions of Chapter 163.3184(3) and (5), Florida Statutes. The Expedited State Review Process applies to all comprehensive plan amendments except for small scale amendments and amendments that must follow the State Coordinated Review Process, such as the Evaluation and Appraisal Review (EAR)-based amendments to the Coastal Management Element adopted by the City in 2016.

If the Commission approves the proposed amendments, they will be transmitted for review to the Florida Department of Economic Opportunity (DEO), the state land planning agency. The final adoption by the City Commission is tentatively scheduled for October 17th, by which date the required regulatory framework will be updated.

REVIEW BASED ON CRITERIA

The following analysis adresses all the criteria for review of Comprehensive Plan Map amendments and rezonings listed in the Land Development Regulations, Chapter 2, Article II, Section 2.B.3 and Section 2.D.3. (although City-initiated requests must meet at a minimum criterion “b”):

a. Demonstration of Need. *A demonstration of need may be based upon changing conditions that represent a demand for the proposed land use classification and zoning district. Appropriate data and analysis that adequately substantiates the need for the proposed land use amendment and rezoning must be provided within the application.*

A need for redevelopment of the Boynton Beach civic campus has been recognized for over 20 years. The campus occupies a large track of land close to downtown, and has a

significant potential to contribute to the quality of the downtown experience through the creation of an attractive, functionally unified built environment. In its current condition, it represents an inefficient use of the valuable land in the City's center, with several disconnected sections, a few obsolete/outdated structures and a historic Old High School building in a state of severe disrepair.

It has also been recognized early on that redevelopment of the Town Square and, specifically, the adaptive reuse of the High School, will likely require an involvement of the private sector. In 2015, the City decided on the use of the P3 process in transforming Town Square into a mixed use project with civic as well as residential and commercial uses, and included the project as a high priority item in its Strategic Plan.

The project requires a mixed use future land use classification to allow for addition of residential and commercial uses not permitted under the current Public and Private Governmental/Institutional category. The choice of the Mixed Use Medium (MXM) category with a density cap of 50 du/acre (with an additional Downtown TOD District's 25% density bonus) fulfills the recommendation of the CRA Community Redevelopment Plan warranted by the project's proximity to the core of the downtown and to the future station of the planned Coastal Link commuter train service. The MXM category is in-between the proposed new Mixed Use Low, with the density cap of 20 du/acre arguably too low for the location, and the Mixed Use High (renamed Mixed Use Core), whose 80 du/acre density cap is reserved for the core of the downtown.

b. <u>Consistency</u>. *Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would be consistent with the purpose and intent of, and promote, the applicable Comprehensive Plan policies, Redevelopment Plans, and Land Development Regulations.*

<u>Consistency with Comprehensive Plan and Redevelopment Plan</u>

The future land use classification of MXM proposed for the site is consistent with, and implements, the CRA Community Redevelopment Plan's recommendations for the Cultural and Boynton Beach Boulevard districts in the subject location (the site is split between the two districts).

The proposed FLU amendment and rezoning is also explicitely consistent with a number of the policies of the Comprehensive Plan pertaining to mixed use development, most importantly (current) policies 1.18.1 and 1.18.2 of the Future Land Use element:

Policy 1.18.1 *The City shall implement the Transit-Oriented Development (TOD) approach, as described in the 2012 Florida Department of Transportation's TOD Guidebook, to manage future growth within a ½ mile radius around the intersection of Ocean Avenue and the Florida East Coast rail corridor, which is the anticipated location of the Downtown Boynton Beach Station for the planned commuter*

Tri-Rail Coastal Link service on the FEC Corridor. This area will be referred as the Downtown TOD District hereforth. The inner ¼-mile core of this District shall be designed to accommodate the greatest density and intensity of development.

Policy 1.18.2 The City shall aim to transform the Downtown TOD District area into an active, mixed-use, pedestrian-friendly activity zone, supporting new housing to increase potential ridership, intensifying land development activity, and adding amenities and destination uses for future transit riders. The City shall strive to achieve this goal through facilitating compact, high density and intensity development of a varied mix of land uses.

Note that not only is the subject property located within the DTOD District, but most of its area falls within the transit core (the District's 1/4–mile radius), therefore justifying the requested MXM future land use classification which would allow a maximum density of 63 du/acre (with the District's 25% density bonus).

Consistency with Land Development Regulations (LDR)

See "***Prerequisits for Approval: the Process"*** section on page 4 of this report. The Land Development regulations implementing the new future land use/zoning structure will be adopted prior to the adoption of the proposed amendment, anticipated in October.

c. Land Use Pattern. *Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would be contrary to the established land use pattern, or would create an isolated zoning district or an isolated land use classification unrelated to adjacent and nearby classifications, or would constitute a grant of special privilege to an individual property owner as contrasted with the protection of the public welfare. This factor is not intended to exclude FLUM reclassifications and rezonings that would result in more desirable and sustainable growth for the community.*

It is indeed the staff's opinion that the proposed FLUM reclassification and rezoning would result in more desirable and sustainable growth for the community and improve the general public welfare. While both actions will temporarily create "isolated" districts, the requested FLU category (as already stated) is consistent with the recommendation of the CRA Plan, which also recommends the MXM category for areas west (between Boynton Beach Boulevard and 1st NW Avenue only), north, and east of Town Square (see Exhibit D). Going forward, these recommendations aim to achieve a major transformation of the subject area, implementing the City's and the CRA's vision for it.

d. Sustainability. *Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would support the integration of a mix of land uses consistent with the*

Smart Growth or sustainability initiatives, with an emphasis on 1) complementary land uses; 2) access to alternative modes of transportation; and 3) interconnectivity within the project and between adjacent properties.

The proposed FLUM amendment and rezoning clearly meets the definition of "sustainable" as it supports a mixed use, high density redevelopment of the site. Residents and visitors will have access to public transit via Palm Tran bus service on Seacrest and Boynton Beach boulevards (with bus stops located in front of the proposed project), as well as, in the future, to the planned Coastal Link commuter train service.

e. Availability of Public Services / Infrastructure. *All requests for Future Land Use Map amendments shall be reviewed for long-term capacity availability at the maximum intensity permitted under the requested land use classification.*

Water and Sewer. Long-term capacity availability for potable water and sewer for the subject request has been confirmed by the Utilities Department.

Solid Waste. The Palm Beach County Solid Waste Authority determined that sufficient disposal capacity will be available at the existing landfill through approximately the year 2046.

Drainage. Drainage will be reviewed in detail as part of the site plan, land development, and building permit review processes.

Traffic. The property is under the Coastal Residential exception and TCEA designations and is therefore exempted from the concurrency requirements of the Palm Beach County Traffic Performance Standards Ordinance. (The required Traffic Statement will be submitted with a site plan/master plan package.) The monitoring of the maximum allowable residential uses and square footage of commercial, industrial and other non-residential uses as well as applicable use ratios under the TCEA Planned 2025 Land Use Table indicate that the current (cumulative) numbers remain significantly off the allowable thresholds.

Schools. The School Capacity Availability Determination application will be submitted with a site plan/master plan package.

f. Compatibility. *The application shall consider the following factors to determine compatibility:*

(1) Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would be compatible with the current and future use of adjacent and nearby properties, or would negatively affect the property values of adjacent and nearby properties; and

(2) Whether the proposed Future Land Use Map amendment (FLUM) and rezoning is of a scale which is reasonably related to the needs of the neighborhood and the City as a whole.

The adjacent and nearby properties include both residential and commercial uses, albeit low rise, while the maximum height of the proposed zoning is 75 feet. However, as indicated in response to criterion "c," future uses in the areas northwest, north and east of the subject property are planned to be compatible in general character and scale to the Town Square project as per recommendations of the CRA Plan. Possible incompatiblity with single-family homes along SE 2nd Avenue will be addressed at the site plan review phase through the project's design.

The redevelopment of the subject site is expected to spur more redevelopment activities in the surrounding area, and positively affect the property values. The potential positive impacts will be magnified by the eventual availability of the Coastal Link train commuter service.

As was already stated in this report, the need for redevelopment of the Boynton's civic campus has long been recognized as vital for both the area and the city as a whole, and now has a strong support in the CRA Community Redevelopment Plan, the City's Strategic Plan and the Economic Development (ED) Strategic Plan. The requested actions lay the groundwork for the realization of the City's vision for the Town Square.

g. Direct Economic Development Benefits. *For rezoning/ FLUM amendments involving rezoning to a planned zoning district, the review shall consider the economic benefits of the proposed amendment, specifically, whether the proposal would:*

(1) Further implementation of the Economic Development (ED) Program;
(2) Contribute to the enhancement and diversification of the City's tax base;
(3) Respond to the current market demand or community needs or provide services or retail choices not locally available;
(4) Create new employment opportunities for the residents, with pay at or above the county average hourly wage;
(5) Represent innovative methods/technologies, especially those promoting sustainability;
(6) Be complementary to existing uses, thus fostering synergy effects; and
(7) Alleviate blight/economic obsolescence of the subject area.

As mentioned above (criterion "f"), the Town Square project is supported by the City 2016-2021 ED Strategic Plan—which has now supplanted the Economic Development Program—and therefore the requested actions meet criterion g(1). Specifically, the project is listed under the ED Strategic Plan's ACTION PLAN FOR CHANGE, Goal 4, Objective 4.1: Promote Economic Development /Redevelopment in the Eastern Section of the City; Strategy 4.1.4.: *Work with the CRA to develop a Town Square in the downtown to include City Hall, Library, Children's School House Museum, Old High*

School, Civic Center, Arts Center, and Madsen Center. The proposed FLUM amendment/rezoning supports a project that would constitute a major catalyst for creating a successful, lively downtown, bringing more development to the area and attracting more residents and visitors to the City. The project would or at least has a potential to:

- Generate new ad valorem tax stream revenues from the previously tax exempt properties through the involvement of the private sector (criterion g2);

- Respond to the community needs by enhancing efficiency of the public service provision (criterion g3);

- Create jobs, though most will likely be low wage retail positions; and

- Alleviate economic/functional obsolescence in the subject area, including underutilization of land on the subject property (criterion g7).

In addition, the requested actions and the project they will support include restoration/preservation and adaptive reuse of the Old High School.

h. Commercial and Industrial Land Supply. *The review shall consider whether the proposed rezoning/FLUM amendment would reduce the amount of land available for commercial/industrial development. If such determination is made, the approval can be recommended under the following conditions:*

(1) The size, shape, and/or location of the property makes it unsuitable for commercial/industrial development; or

(2) The proposed rezoning/FLUM amendment provides substantiated evidence of satisfying at least four of the Direct Economic Development Benefits listed in subparagraph "g" above; and

(3) The proposed rezoning/FLUM amendment would result in comparable or higher employment numbers, building size and valuation than the potential of existing land use designation and/or rezoning.

The proposed FLUM amendment and rezoning would add a commercial component to the civic campus: the current land use and zoning do not allow commercial uses.

i. Alternative Sites. *Whether there are adequate sites elsewhere in the City for the proposed use in zoning districts where such use is already allowed.*

N/A (See responses above to criteria "a," "b," and "c.")

j. Master Plan and Site Plan Compliance with Land Development Regulations. *When master plan and site plan review are required pursuant to Section 2.D.1.e above, both shall comply with the requirements of the respective zoning district regulations of Chapter 3, Article III and the site development standards of Chapter 4.*

The City-initiated rezonings can proceed in advance of the master plan submittal. When submitted, the master plan will comply with Land Development Regulations (see the "**Prerequisites for Approval: the Process"** section of this report).

CONCLUSION/RECOMMENDATION

As indicated herein, staff has reviewed the proposed requests and determined that they are consistent with the policies of the Comprehensive Plan and implement the recommendations of the CRA Community Redevelopment Plan, the City's Strategic Plan and the Economic Development Strategic Plan. It is anticipated that the Comprehensive Plan and LDR amendments required for the approval of the proposed FLU Map amendment and rezoning will be finalized prior to its expected adoption date.

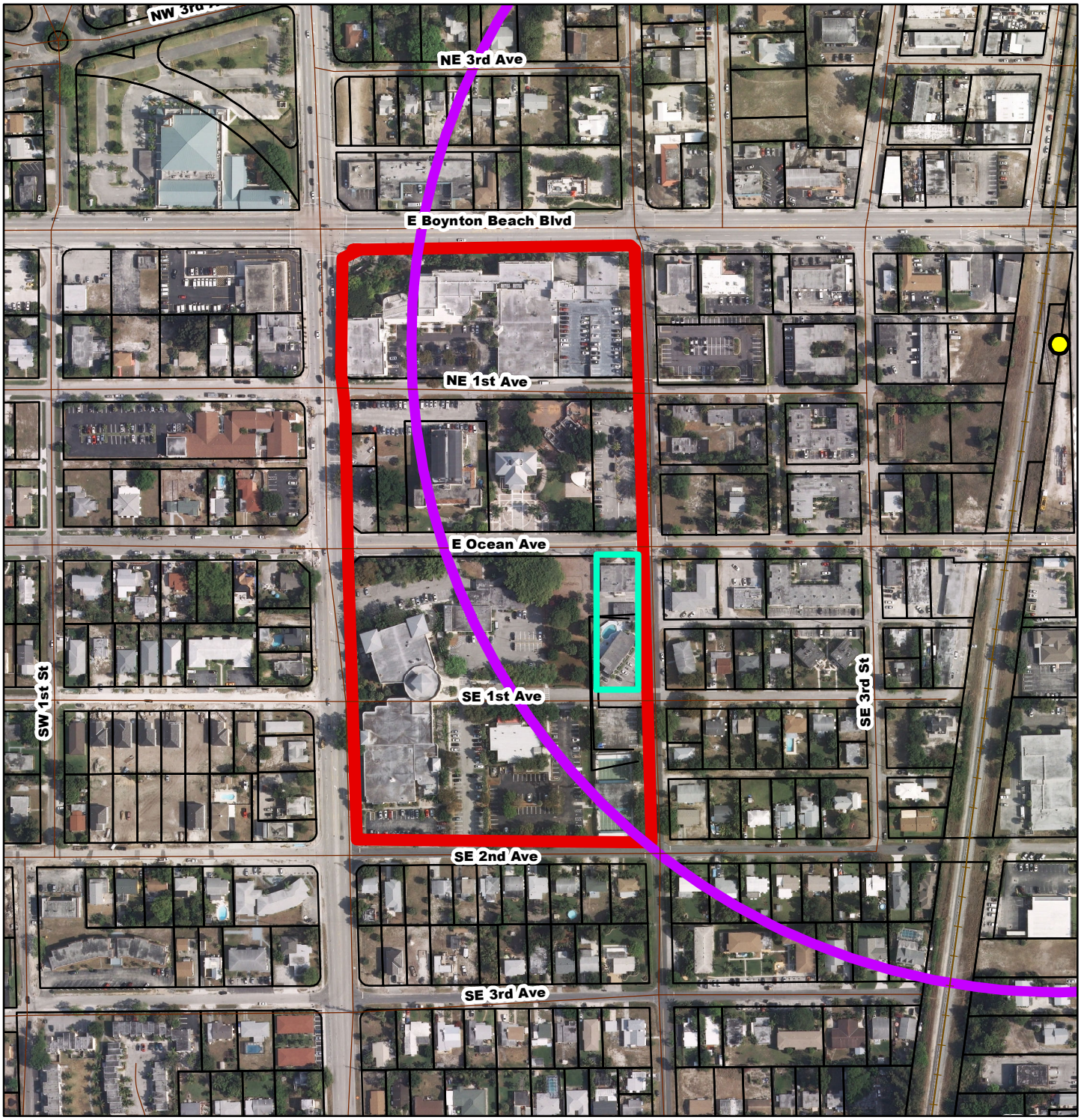
Staff recommends approval of the proposed Future Land Use Map amendments for the transmittal to the State for an Expedited State Review.

ATTACHMENTS

S:\Planning\SHARED\WP\PROJECTS\Town Square LUAR 17-005\Town Square LUAR 17-005 Staff Report.doc

CITY OF BOYNTON BEACH
TOWN SQUARE LOCATION MAP

EXHIBIT A



Legend

- Town Square
- Future Coastal Link station
- Transit Core Area
- Park Lane Condominium

Total Town Square area: 16.5 acres

N
W E
S

0 0.0125 0.025 0.05 0.075 0.1
Miles

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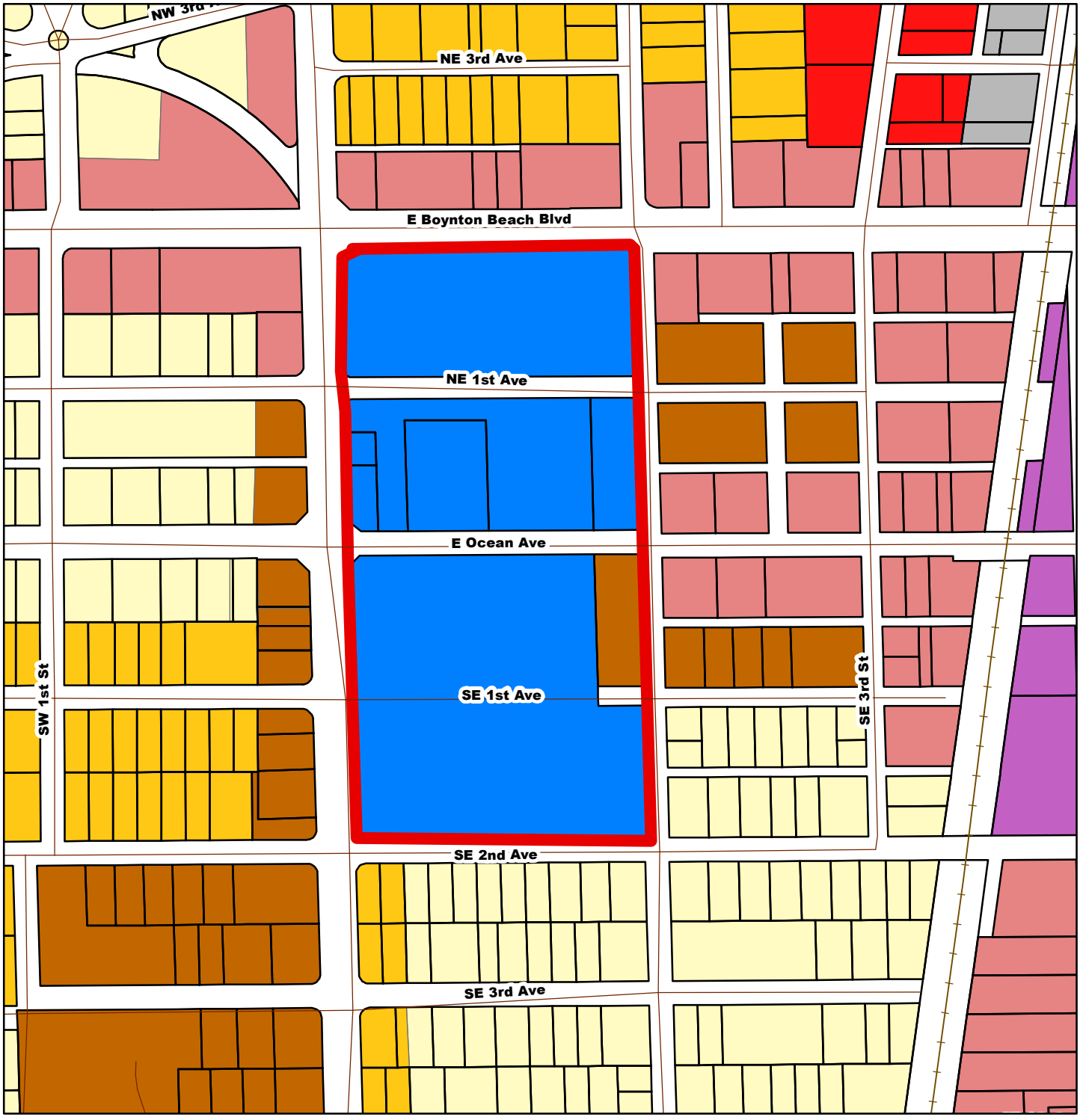
CITY OF BOYNTON BEACH

EXHIBIT B1

CURRENT FLU CLASSIFICATIONS FOR TOWN SQUARE AND ADJACENT AREAS



Legend

Future Land Use Classifications

- LOW DENSITY RESIDENTIAL (LDR) Max. 5 D.U./Acre
- MEDIUM DENSITY RESIDENTIAL (MEDR) Max. 10 D.U./Acre
- HIGH DENSITY RESIDENTIAL (HDR) Max. 11 D.U./Acre
- LOCAL RETAIL COMMERCIAL (LRC)
- GENERAL COMMERCIAL (GC)
- INDUSTRIAL (I)
- PUBLIC & PRIVATE GOVERNMENTAL/INSTITUTIONAL (PPGI)

Town Square

Last amended October 20, 2015

N W E S

0 0.0125 0.025 0.05 0.075 0.1 Miles

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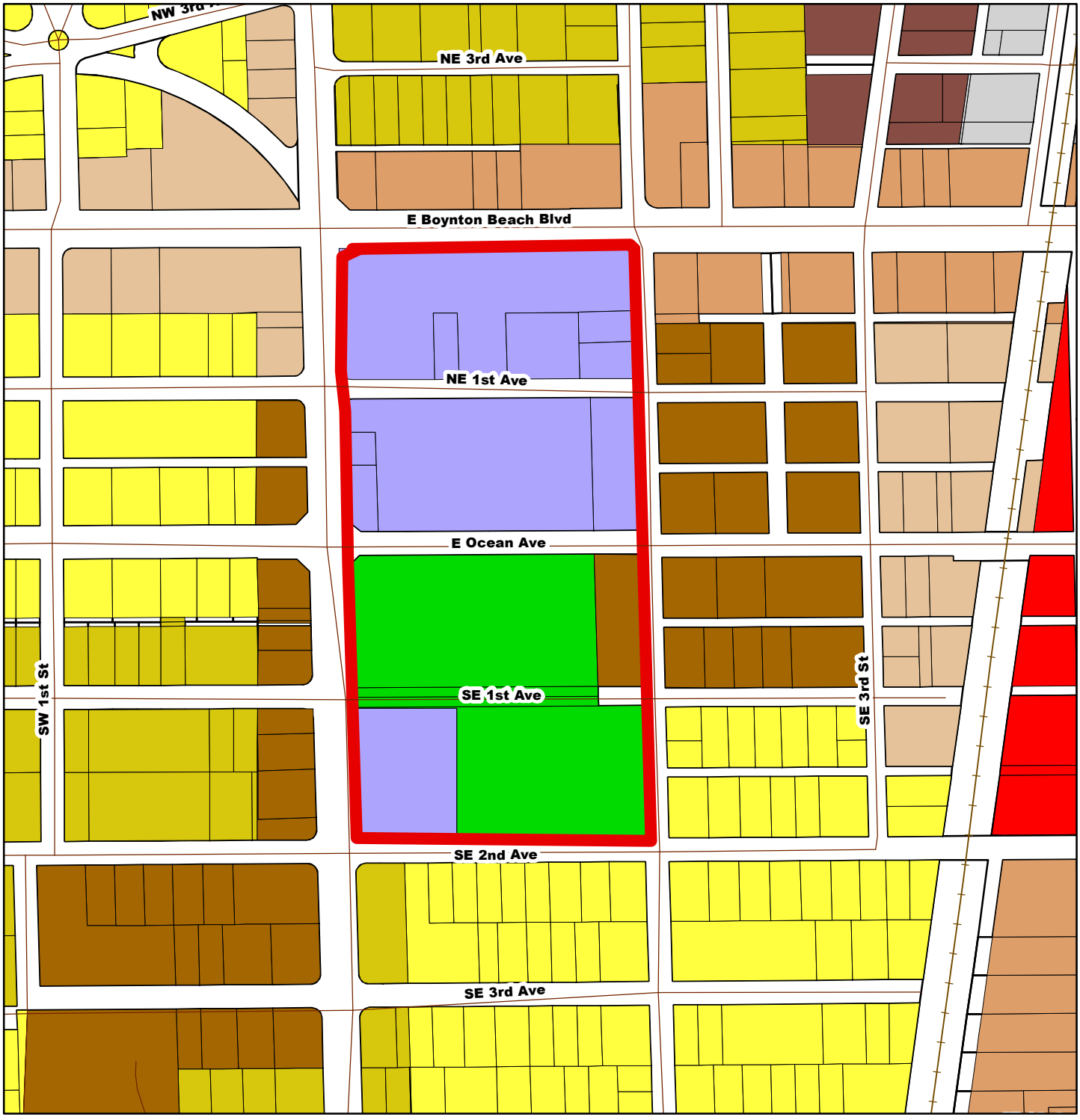
CITY OF BOYNTON BEACH

EXHIBIT B2

CURRENT ZONING DESIGNATIONS FOR TOWN SQUARE AND ADJACENT AREAS



Legend

Zoning designations

- R1A Single Family
- R2 Duplex
- R3 Multi Family
- C2 Neighborhood Commercial
- C3 Community Commercial
- C4 General Commercial
- CBD Central Business District
- M1 Light Industrial
- PU Public Usage
- REC Recreation
- Town Square

N W E S

0 0.0125 0.025 0.05 0.075 0.1 Miles

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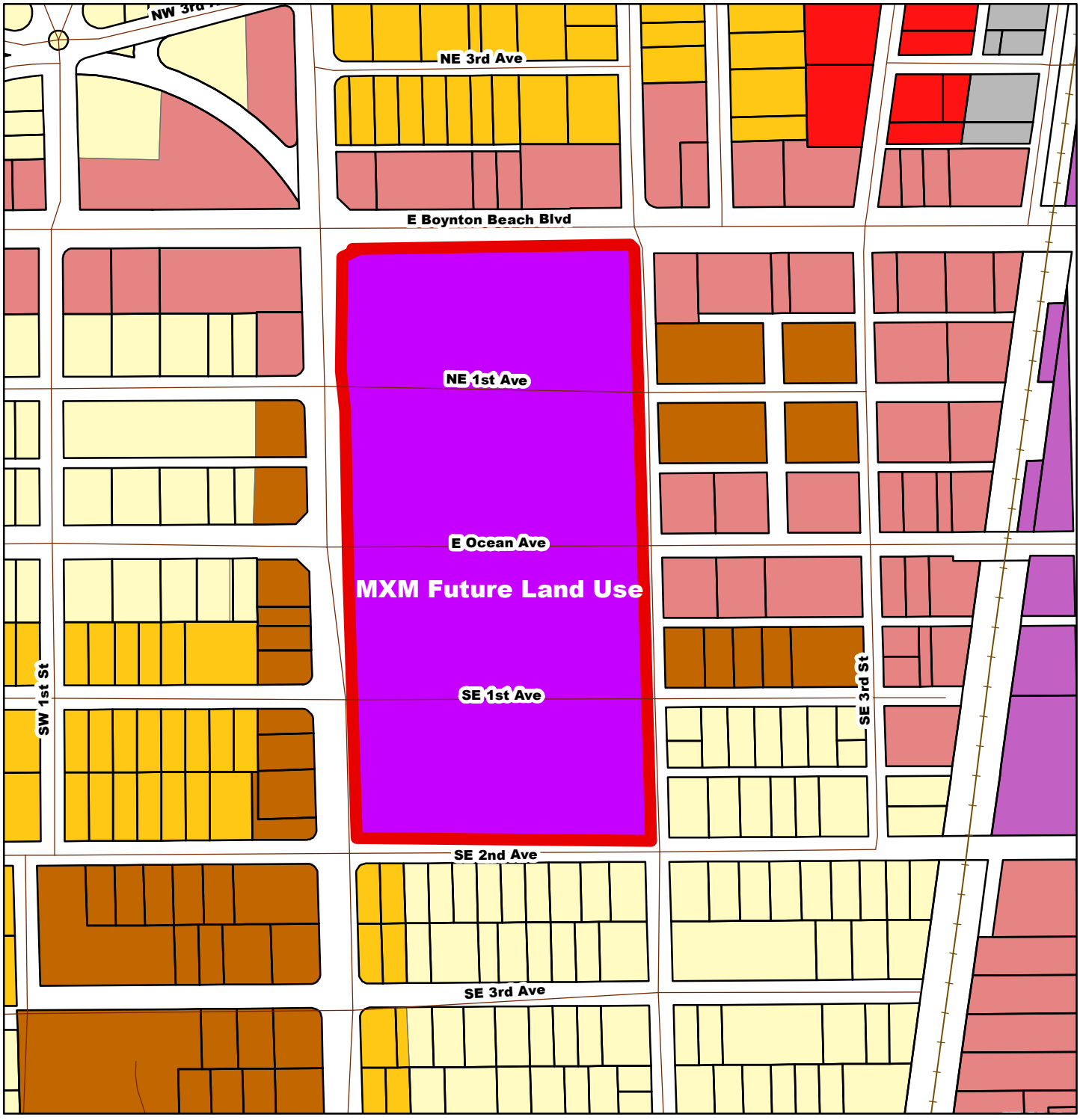
CITY OF BOYNTON BEACH

EXHIBIT C1

PROPOSED FLU CLASSIFICATION FOR TOWN SQUARE*



Legend

- LOW DENSITY RESIDENTIAL (LDR) Max. 5 D.U./Acre
- MEDIUM DENSITY RESIDENTIAL (MEDR) Max. 10 D.U./Acre
- HIGH DENSITY RESIDENTIAL (HDR) Max. 11 D.U./Acre
- LOCAL RETAIL COMMERCIAL (LRC)
- GENERAL COMMERCIAL (GC)
- INDUSTRIAL (I)
- Mixed Use (MX), Max. Density 40 du/acre
- MIXED USE Medium (MXM), Max. Density 50 D.U./Acre
- Town Square

* NOTE: Areas adjacent to Town Square shown with the current FLU classifications

N W E S

0 0.0125 0.025 0.05 0.075 0.1 Miles

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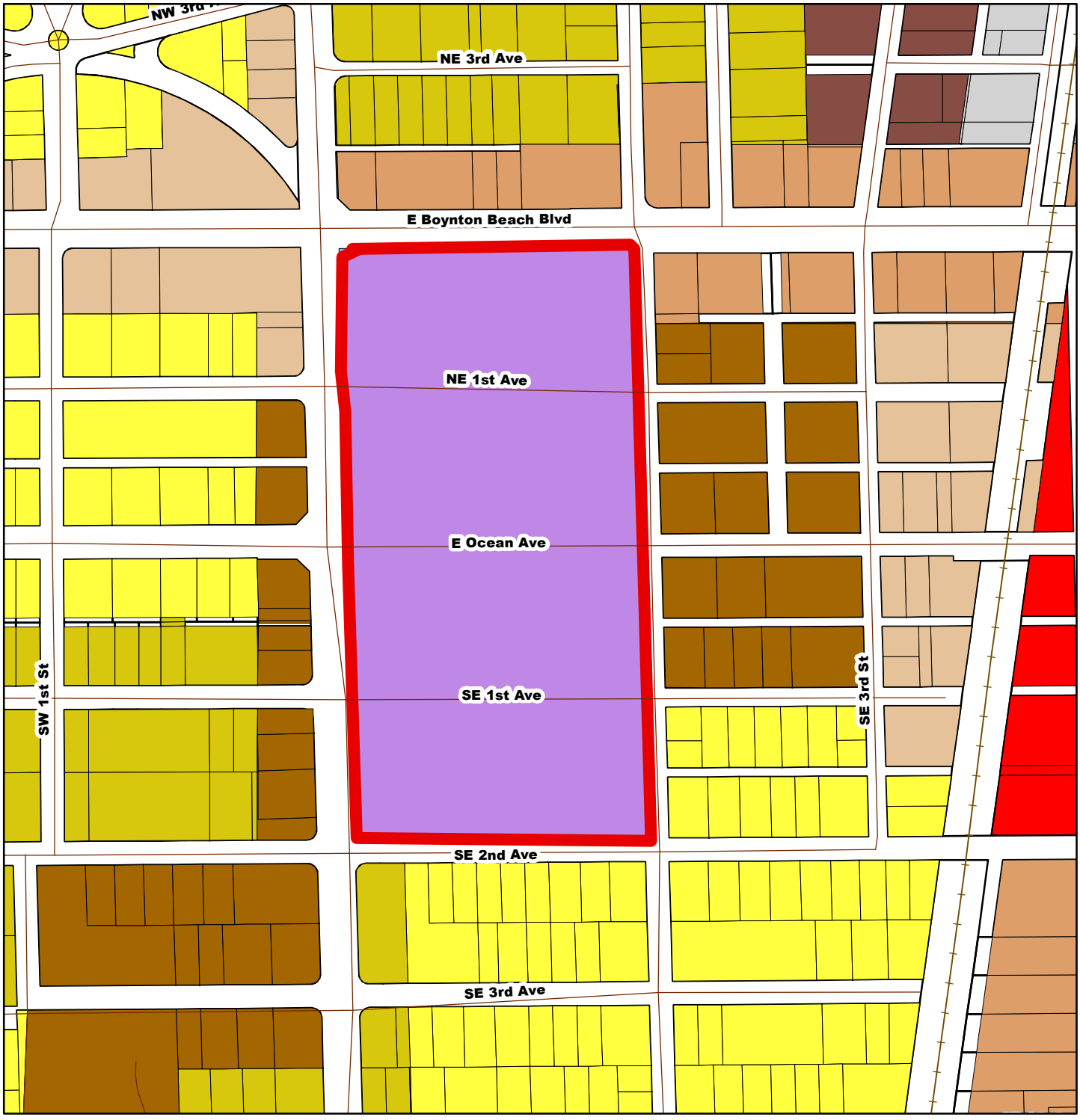
CITY OF BOYNTON BEACH

EXHIBIT C2

PROPOSED ZONING DESIGNATION FOR TOWN SQUARE



Legend

Zoning designations

- R1A Single Family
- R2 Duplex
- R3 Multi Family
- C2 Neighborhood Commercial
- C3 Community Commercial
- C4 General Commercial
- CBD Central Business District
- M1 Light Industrial
- MU-3 Mixed Use 3
- Town Square

N W E S

0 0.0125 0.025 0.05 0.075 0.1 Miles

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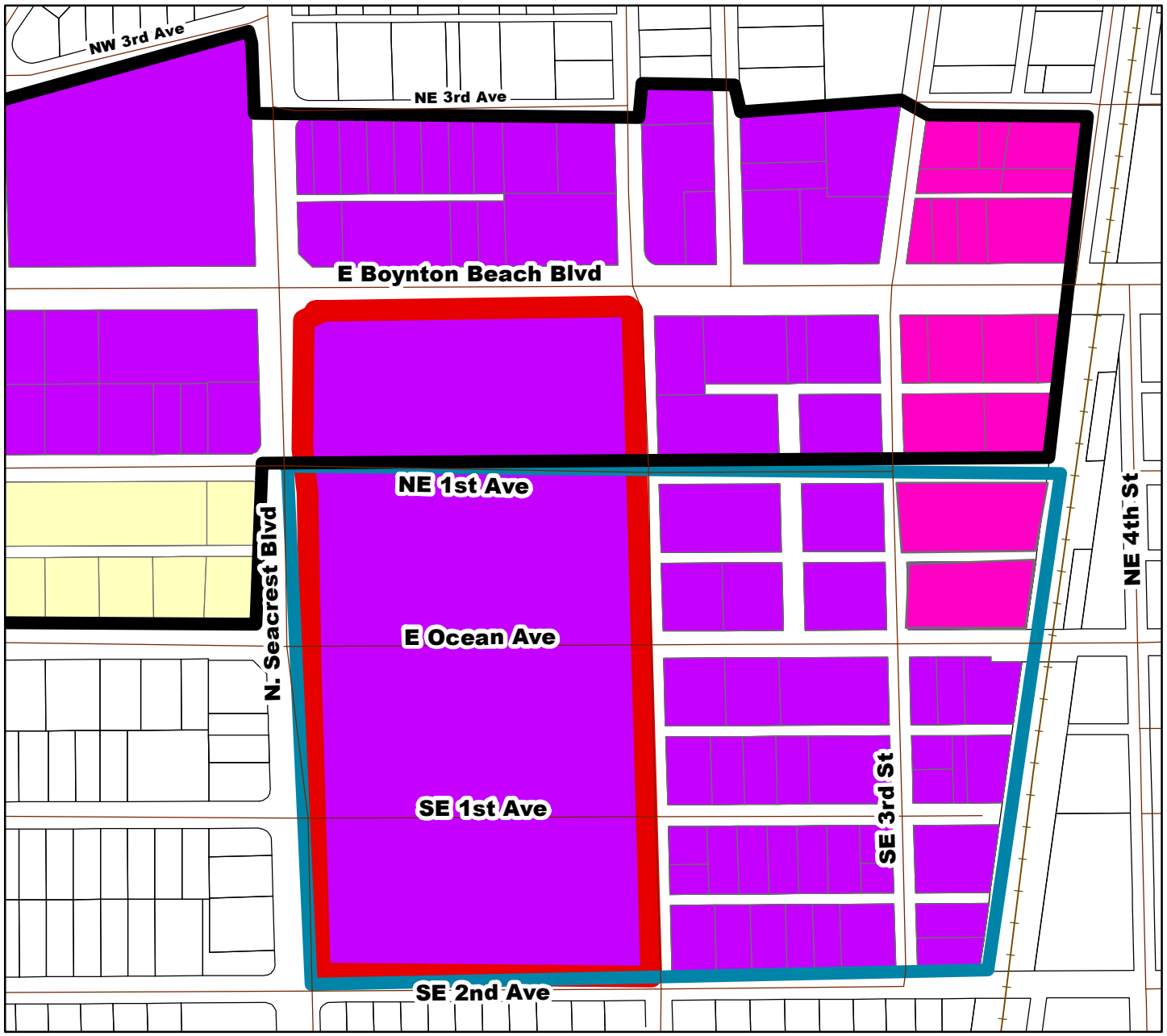
CITY OF BOYNTON BEACH: TOWN SQUARE

EXHIBIT D

CRA COMMUNITY REDEVELOPMENT PLAN'S FLU RECOMMENDATIONS FOR CULTURAL AND AND BOYNTON BEACH BOULEVARD DISTRICTS



LEGEND

- Town Square
- Cultural District
- Boynton Beach Blvd District

N W E S

0 0.0125 0.025 0.05 0.075 0.1 Miles

- Mixed Use High (MXH), Max. Density 80 D.U./Acre
- Mixed Use Medium (MXM), Max. Density 50 D.U./Acre
- Low Density Residential , Max. Density 7.5 D.U./Acre

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CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/6/2018

REQUESTED ACTION BY COMMISSION:
Commissioner has requested legal provide update on legal issues with QPOD - **TBD**

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/6/2018

REQUESTED ACTION BY COMMISSION: PROPOSED ORDINANCE NO. 18-___ - FIRST READING - Approve MLK South Rezoning (REZN 18-003) from MU-L2 (Mixed Use–Low Intensity 2 District) to MU-2 (Mixed Use 2 District) to complete implementation of the CRA Community Redevelopment Plan's recommendation for the subject 2.97 acre area. Applicant: City-initiated. - **February 20, 2018**

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES: .

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION: N/A

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION: N/A

Is this a grant?

Grant Amount:

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/6/2018

REQUESTED ACTION BY COMMISSION:
Approve the Boynton Beach Town Square Master Plan for a mix of civic, residential and commercial uses, pending reclassification of the 15.04 acre property from Public and Private Governmental/Institutional (PPGI) and High Density Residential (HDR) to Mixed Use Medium (MXM) and rezoning from Public Usage (PU), Recreation (REC), and Multifamily (R-3) to Mixed Use 3 (MU-3) zoning district. City-initiated. - **February 20, 2018**

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant?

Grant Amount:

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/6/2018

REQUESTED ACTION BY COMMISSION: Approve Boynton Beach Gateway Police Station Community Design Appeal (CDPA 17-010) of Chapter 4, Article III, Section 3.G., “Overhead doors facing rights-of-way”, located at the SE corner of Gateway Boulevard and High Ridge Road in the PID (Planned Industrial Development) zoning district. Applicant: City of Boynton Beach. - **February 20, 2018**

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant?

Grant Amount:

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/6/2018

REQUESTED ACTION BY COMMISSION: Approve Boynton Beach Gateway Police Station Major Site Plan Modification (MSPM 17-010) to construct a two-story, 53,800 square foot police station and associated site improvements immediately north of Fire Station #5, at the SE corner of Gateway Boulevard and High Ridge Road in the PID (Planned Industrial Development) zoning district. Applicant: City of Boynton Beach. - **February 20, 2018**

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant?

Grant Amount:

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/6/2018

REQUESTED ACTION BY COMMISSION:
Approve Neelam (fka Schnars) Business Center Rezoning (REZN 18-004) from MU-L (Mixed Use Low District) to MU-1 (Mixed Use 1 District) to complete implementation of the CRA Community Redevelopment Plan's recommendation for the subject 0.52 acre property. Applicant: City-initiated. - **February 20, 2018**

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant?

Grant Amount: