The City of

Boynton Beach

City Commission Agenda

Tuesday, December 18, 2018, 6:30 PM

Intracoastal Park Clubhouse 2240 N. Federal Highway
Regular City Commission Meeting

Boynton Beach City Commission

Mayor Steven B. Grant (At Large)
Vice Mayor Christina L. Romelus (District III)
Commissioner Justin Katz (District I)
Commissioner Mack McCray (District II)
Commissioner Aimee Kelley (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 & 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 & 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 Intracoastal Park Clubhouse, 2240 N. Federal Highway, 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

Invocation

Pledge of Allegiance to the Flag led by Commissioner Kelley.

Roll Call

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. Announce the Solid Waste Pick Up Schedule for the Holiday Season by Andrew Mack, Director of Public Works.

B. City offices will be closed on Monday, December 24th and Tuesday, December 25th, 2018 in observance of the Christmas holiday. City offices will also be closed on Tuesday, January 1, 2019 in observance of New Year's Day.

C. The City Commission has cancelled the Commission Meeting that would normally be held on Tuesday, January 1, 2019, the only Commission Meeting in January will be Tuesday, January 15, 2019 at 6:30 PM.

D. Announcement by Mary DeGraffenreidt, Events and Programs Manager, regarding the 48th Annual Holiday Parade Award Winners.

E. Announcement by Mary DeGraffenreidt, Events and Programs Manager, regarding the 2018 Martin Luther King Jr. Celebration.

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.

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. R18-181** - Amend the FY 2018-19 budget, which will adjust budgeted appropriations and revenue sources and provide spending authority for the Capital Improvement Funds (302 & 303), the Utility Capital Improvement Funds (403 & 404), and the Fleet Fund (501) for previous years Purchase Orders and unspent project budgets.

B. **PROPOSED RESOLUTION NO. R18-182** - Approve and authorize the Mayor to sign Agreements for the Community Development Block Grant (CDBG) Sub-Recipients as adopted in the One Year Action Plan on August 7, 2018, Resolution R18-102.

C. Approve issuing an annual blanket purchase order to GL Staffing of Lake Park, FL for temporary labor services in the amount of $80,000 utilizing the Town of Palm Beach Bid No. 2018-33 for Temporary Labor Services. The Town of Palm Beach's procurement process satisfies the City's competitive bid requirements.

D. Approve utilizing the Palm Beach County, FL Sole Source Solicitation SS555443A with IXOM Watercare, Inc. for MIEX System Support with the same terms, conditions, specifications and pricing. The maximum anticipated annual expenditure for the MIEX System Support services is $52,950. Palm Beach County has complied with purchasing policies and considered this as a sole source provider of MIEX system support services.

E. Legal Expenses - November 2018 - information at the request of the City Commission. No action required.

F. Accept the written report to the Commission for purchases over $10,000 for the month of November 2018.

G. Approve the "Monarcha" record plat, conditioned on the approval being the certification of the plat documents by the City Engineer.

H. Approve the minutes from City Commission meetings held on November 20th and December 4th, 2018.

7. BIDS AND PURCHASES OVER $100,000

A. Approve Task Order UT-2C-02 with CDM Smith in the amount of $180,931 in accordance with RFQ No. 046-2821-17/TP, General Consulting Services Contract, Scope Category C awarded by Commission on August 7, 2018 for Migration of Lift Stations, Wells and Potable Water Storage facilities to a new Supervisory Control and Data Acquisition (SCADA) platform.

B. Approve Task Order UT-2A-01 with CH2MHill/Jacobs in the sum of $105,358.30 in accordance with RFQ No. 046-2821-17/TP, General Consulting Services Contract, Scope Category A executed on August 22, 2018 for Nanofiltration Membrane Element Replacement at the West Water Treatment Plant.

C. Approve an annual purchase order to Petersen Industries of Lake Wales, FL in the amount of $100,000 as a sole source vendor.

D. Approve issuing an annual blanket purchase order to Precision Air Systems, Inc. of Wellington, FL in the amount of $150,000 for air conditioning repairs/services as needed at various City Buildings utilizing the Palm Beach County School District Term Contract #17C-17T. The Palm Beach County School Board's bid process satisfies the City's competitive bid requirements.

E. Authorize the purchase of replacement vehicles as approved in the fiscal year 2018-19 budget in the estimated amount of $186,590 by utilizing the following contracts: Florida Sheriff's Association Contract #FSA18-VEL26.0, #FSA18-VEH16.0, and Sourcewell for three (3) replacement vehicles. The Florida Sheriff's Association and Sourcewell procurement process satisfies the City's competitive bid requirements.

8. 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.

9. CITY MANAGER'S REPORT - None

10. UNFINISHED BUSINESS - None

11. NEW BUSINESS

A. Review the Public Art Master Plan concept for the Town Square redevelopment project. Debby Coles-Dobay, Public Arts Manager to provide powerpoint presentation.

B. **PROPOSED RESOLUTION NO. R18-183** - Authorize the Mayor to sign an Asset Purchase Agreement between the City of Boynton Beach and Tropical Breeze Estates for the acquisition of the Tropical Breeze water and wastewater system, and approve the associated costs to purchase the systems, install the necessary water meters and connection to the water distribution system.

12. LEGAL - None

13. FUTURE AGENDA ITEMS

A. Palm Beach County Commissioner Weinroth - District 4 wanted to introduce himself to the City Commission. - **January 15, 2019**

B. The Public Works Department will present a brief report on operations and initiatives for the upcoming year. **January 15, 2019**

C. Staff to bring information concerning the following land parcels for the Commission to review - **February 5, 2019**
   Nichols Property
   Rolling Green
   Girl Scout Park

D. Commission wants to discuss public safety as it relates to the Town Square Redevelopment - **TBD**

E. Discuss a prohibition for appointed and Elected Officials in the City of Boynton Beach from serving as paid lobbyist subsequent to their time on their board or the Commission - **TBD**

F. The Mayor has requested to discuss the issue of installing EV stations in the city and the operation of them. - **TBD**

G. The Mayor has requested a discussion on the possibility of planting trees on some of the City's vacant lots - **TBD**

H. Staff to review Development Department's plan review processes to identify efficiencies and technologies to assist with timely review of plans/projects - **TBD**

14. 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

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 12/18/2018

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

Invocation

Pledge of Allegiance to the Flag led by Commissioner Kelley.

Roll Call

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: 12/18/2018

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: 12/18/2018

REQUESTED ACTION BY COMMISSION: Announce the Solid Waste Pick Up Schedule for the Holiday Season by Andrew Mack, Director of Public Works.

EXPLANATION OF REQUEST:

Due to the transfer stations & the City of Boynton Beach being closed on Tuesday, December 25th and Tuesday, January 1st, the Solid Waste Holiday pick up schedule will be as follows:

Residents:

- If the normal pick up day falls on Monday, December 24th, your pick up day will remain the same.
- If the normal pick up day falls on Tuesday, December 25th, the make-up day will be on Wednesday, December 26th.
- If the normal pick up day falls on Tuesday, January 1st, the make-up day will be on Wednesday, January 2nd.

Commercial customers:

- If the normal pick up day on your dumpster(s) falls on Tuesday, December 25th, your make up day will be on Monday, December 24th.

Also, there will be no roll off service on Tuesday, December 25th.

If you should have any questions regarding the Holiday pick up schedule, please call our department during normal business hours at (561) 742-6200, Monday – Friday, 7:30 a.m. to 4:30 p.m. or visit our website at www.boynton-beach.org

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT: Budgeted

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Attachment	Agenda Attachment - Holiday Season Pick Up Schedule

Holiday Pick-Up Schedule

Holiday	Normal Pickup Day	Your Holiday Pickup
New Year's Day	Mon., Jan. 1 Tues., Jan. 2	Tues., Jan. 2 Wed., Jan. 3
MLK Day	Mon., Jan. 15	Normal pick-up
President's Day	Mon., Feb. 19	Normal pick-up
Memorial Day	Mon., May 28	Normal pick-up
Independence Day	Wed., July 4	Normal pick-up
Labor Day	Mon., Sept. 3	Normal pick-up
Veteran's Day *(Observed)*	Mon., Nov. 12	Normal pick-up
Thanksgiving	Thurs., Nov. 22 Fri., Nov. 23	Wed., Nov. 21 Normal pick-up
Christmas	Mon., Dec. 24 Tues., Dec. 25	Normal pick-up Wed., Dec. 26
New Year's Eve	Mon., Dec. 31	Normal pick-up
2019 New Year's Day	Tues., Jan. 1	Wed., Jan. 2

If you have any suggestions, concerns or needed services, contact Public Works by emailing PWAdmin@bbfl.us or calling 561-742-6200.

Get Social with the City of Boynton Beach!

www.boynton-beach.org

In accordance with the Americans with Disabilities Act, this document is available in alternate accessible formats upon request by calling the City of Boynton Beach ADA Coordinator at 561-742-6241 or (TTY) 1-800-955-8771.

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 12/18/2018

REQUESTED ACTION BY COMMISSION: City offices will be closed on Monday, December 24th and Tuesday, December 25th, 2018 in observance of the Christmas holiday. City offices will also be closed on Tuesday, January 1, 2019 in observance of New Year's Day.

EXPLANATION OF REQUEST: In observance of the Christmas and New Year's holidays, City offices will be closed on Christmas Eve, Christmas Day and New Year's Day.

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

FISCAL IMPACT: N/A

ALTERNATIVES: There is no alternative to these days off since they are scheduled holidays for the employees.

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: 12/18/2018

REQUESTED ACTION BY COMMISSION:
The City Commission has cancelled the Commission Meeting that would normally be held on Tuesday, January 1, 2019, the only Commission Meeting in January will be Tuesday, January 15, 2019 at 6:30 PM.

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: 12/18/2018

REQUESTED ACTION BY COMMISSION: Announcement by Mary DeGraffenreidt, Events and Programs Manager, regarding the 48th Annual Holiday Parade Award Winners.

EXPLANATION OF REQUEST:
The City of Boynton Beach hosted its Annual Holiday Parade on Saturday, December 1 and is proud to announce the Holiday Parade Award Winners:

Best Performance by a Marching Band
Boynton Beach Community High School

Most Outstanding Float
Knights of Columbus at St. Marks Catholic Church

Most Creative/Original Float
Delray Medical Center

Best Marching Unit
Galaxy E3 Elementary School

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT: Budgeted The Holiday Parade is a budgeted item within the Marketing/Special Events Department budgets. The awards plaques totaled $180.

ALTERNATIVES: Do not make an announcement.

STRATEGIC PLAN: Redevelop Downtown, Boynton Beach Branding

STRATEGIC PLAN APPLICATION:
The Annual Holiday Parade will be held in Downtown Boynton Beach on Federal Highway beginning on S.E. 12th Avenue and ending on N.E. 1st Avenue - bringing residents and visitors to the downtown area. The City's restaurants and businesses in the area will see increased business.

The City's 48th Holiday Parade boasts one of the largest participation of community bands than any other holiday parade in Palm Beach County.

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Addendum	18 Holiday Parade Application
🗋	Addendum	18 Grand Marshal Nomination

BOYNTON BEACH HOLIDAY PARADE

Saturday, December 1, 2018 at 4:00 p.m.

Theme: Catch the Holiday Spirit

HOLIDAY PARADE INFORMATION

The City of Boynton Beach is accepting applications for entries in their annual Holiday Parade. The theme is **"Catch the Holiday Spirit."** The parade will take place on Federal Highway in downtown Boynton Beach starting at SE 12th Avenue and ending at NE 1st Avenue (.8 miles).

HOLIDAY PARADE RULES

The following rules have been established in order to provide a high quality, entertaining Holiday Parade.

- Completed applications must be received by **November 19, 2018**.
- ALL mobile entries, including cars & trucks towing floats, must be completely decorated.
- This is a family event. Inappropriate performances and inappropriate attire is strictly prohibited. Holiday music and appropriate behavior while performing is mandatory.
- Marching units will be expected to perform throughout the parade route.
- Any adult driving a vehicle in the parade may be asked to provide their license and proof of insurance.
- **Please do not include Santa Claus** as part of your entry.
- Throwing candy or other items into the crowd is not permitted.
- Hurry and get your application in ASAP! Only 75 applications will be accepted. Others will be placed on a waitlist.
- Per City ordinance, pets are not allowed.
- All entries will be judged. Awards will be presented at the January 15, 2019 City Commission meeting for the winners of the following categories:

Most Outstanding Float
Best Performance by a Marching Band
Best Marching Unit
Most Creative/Original

Failure to comply with any of the parade rules outlined above will result in expulsion from the parade at lineup or throughout the route by parade officials.

Apply using this form or online at bit.ly/18BBParadeInfo

2018 HOLIDAY PARADE APPLICATION

ENTRY INSTRUCTIONS

1. Fill out the Holiday Parade application completely (only completed entry forms will be accepted). Applications are also accepted online at **bit.ly/18BBParadeInfo**.
2. Indicate the category in which your group should be entered. Each unit may enter into only one category.
3. Mail, fax or email application to: Boynton Beach Recreation & Parks Department; Attn: Stephanie Soplop, P.O. Box 310, Boynton Beach, FL 33425-0310. Fax number: 561-369-2418. Email address: soplops@bbfl.us. Phone number: 561-742-6649.
4. **Streets will be closed at 12:00 p.m. Line-up will begin at 2:00 p.m. All entries MUST be lined up by 3:30 p.m.**
5. Applications are due November 19, 2018.

PARADE ENTRY CATEGORIES (Please Check One):

_____Float _____Marching Unit _____Band _____Dance Troup _____Other (*Please Specify*)

_____ Does your entry include music? _____YES _____NO

IMPORTANT

Give a brief description of your parade entry. This summary will be read by the commentators as your unit passes by the Viewing Stand. Include interesting information about your organization, holiday wishes, and number of years participating in the Holiday Parade:

_____

_____

_____

_____

_____

_____

BUSINESS/ORGANIZATION NAME: _____

CONTACT PERSON: _____ DAYTIME PHONE #: _____

CELL PHONE #: _____ EMAIL: _____

ADDRESS: _____

AGREEMENT:

The rules of the parade are understood and our group agrees to comply with them. It is understood that our entry will be removed at any time from the parade if we do not adhere to the rules.

GENERAL RELEASE:

I, THE UNDERSIGNED PARTICIPANT, in consideration for the CITY OF BOYNTON BEACH, do hereby (1) Assume all risks and responsibility of possible damage or injury involved through participation in the Holiday Parade. I understand I am to furnish my own insurance in case of injury; (2) Request permission to participate in the activity with full knowledge that said activity could result in damage or injury to me/him/her; (3) Agree to indemnify & hold harmless the City of Boynton Beach and/or its departments or agents from liability resulting from my participation of said activity; (4) Give the City of Boynton Beach permission to take photos and use them to publicize programs and use in media correspondence.

Print Name: _____ Signature: _____ Date: _____

BOYNTON BEACH HOLIDAY PARADE

Help us find our 2018 Parade Grand Marshal!

On Saturday, December 1, the Grand Marshal will be first unit of the Holiday Parade followed by City Dignitaries. The parade begins at 4 p.m. and is expected to last 2 hours. At the end of the route, the Grand Marshal will exit his/her car at the viewing stand to enjoy the remainder of the parade.

Nominate a Grand Marshal

We are seeking nominees who have made a lasting impact or significant contribution to the City of Boynton Beach. The Grand Marshal selection is based on criteria such as their community leadership qualities, experience as a mentor or through their personal efforts that reflect positively on the City.

- All nominations must include a short summary of why the nominee is deserving of this honor.
- Grand Marshals from previous Holiday Parades are not eligible.

Nominate deserving individuals here or online at bit.ly/18BBParadeInfo. The deadline for completed Grand Marshal Nomination forms is **Monday, November 19.** The selected Grand Marshal will be notified on Tuesday, November 27.

For questions, please contact Stephanie Soplop at 561-742-6649 or soplops@bbfl.us. If needed, an additional sheet for nominee contributions is permissible.

Nominee Information

Name: _____

Address: _____

Phone Number: _____ Email address: _____

Contributions made by the nominee:_____

_____

_____

_____

_____

_____

_____

_____

Nominated by: _____ Phone Number: _____

Email Address: _____

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 12/18/2018

REQUESTED ACTION BY COMMISSION:
Announcement by Mary DeGraffenreidt, Events and Programs Manager, regarding the 2018 Martin Luther King Jr. Celebration.

EXPLANATION OF REQUEST:
This year's Martin Luther King Jr. Celebration King will be held Saturday, January 12, 2018, from 12 Noon to 5:00 p.m. at the Carolyn Sims Center, 255 N.W. 12th Ave.

There will be children's activities, rib and chicken cook-off, performances by Boynton Beach High and Galaxy E3 Elementary Schools, gospel choirs, praise dancers, speakers, acknowledgement of Boynton Beach pioneers, and a closing performance by the Valerie Tyson Jazz Band.

For more information, call 561.742.6642.

Information flyers are available in the back of the room.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT: Budgeted
The Martin Luther King, Jr. Celebration is budgeted in the Special Events FY 18/19 annual budget.

ALTERNATIVES: Do not allow announcement.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Attachment	2017 MLK Flyer

2017 MLK BOYNTON BEACH

"Life's most persistent and urgent question is,
What are you doing for others?"
-Martin Luther King Jr.

SATURDAY, JANUARY 7
3rd Annual MLK Parade
along Seacrest Blvd. between
Ocean Ave. & MLK Blvd.
2 pm - 4 pm

Celebration of Unity
Sara Sims Park
209 NW 9th Ct.
3 pm - 7 pm

SUNDAY, JANUARY 15
Celebration Gala
Benvenuto Restaurant
1730 N Federal Hwy.
6:30 pm - 9 pm

MONDAY, JANUARY 16
MLK Day of Service
Ezell Hester Community Center
1901 N Seacrest Blvd.
7:30 am

FRIDAY, JANUARY 20
Music on the Rocks
Ocean Ave. Amphitheatre
129 E Ocean Ave.
6 pm - 10 pm

For more information visit
www.CatchBoynton.com
mlkcbb@gmail.com

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 12/18/2018

REQUESTED ACTION BY COMMISSION:
Appoint eligible members of the community to serve in vacant positions on City advisory boards.

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: Building Wealth in the Community

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Other	Appointments
🗋	Other	Silverio, Saddam

APPOINTMENTS AND APPLICANTS FOR DECEMBER 18, 2018

Arts Commission

Mayor	Grant	Alt	2 yr term to 12/20

Applicants

Saddam Silverio

Building Board of Adjustments and Appeals

IV	Kelley	Reg	2 yr term to 12/19 (Tabled 2)
III	Romelus	Alt	2 yr term to 12/20 (Tabled 2)
IV	Katz	Alt	2 yr term to 12/19 (Tabled 2)

Applicants

None

Education and Youth Advisory Board

II	McCray	STU	2 yr term to 12/20 (Tabled 2)
III	Romelus	STU	2 yr term to 12/19 (Tabled 2)

Applicants

None

Historic Resources Preservation Board

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

Applicants

None

Library Board

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

Applicants

None

Senior Advisory Board

IV	Kelley	Reg	2 yr term to 12/20
Mayor	Grant	Alt	2 yr term to 12/20

Applicants

None

Ellis, Shayla

From: saddams <noreply@123formbuilder.io>
Sent: Friday, September 14, 2018 9:48 AM
To: City Clerk
Subject: Advisory Board Appointment application
Attachments: Saddam_S_Resume.docx

Today's date	09/14/2018
Name	Saddam Silverio
Gender	Male
Phone number	954-557-3054
Address	200 Ocean Parkway Boynton Beach Florida 33435 United States
Email	saddams@live.com
Current occupation or, if retired, prior occupation	Field Sales Manager
Education	AA- Business Administration
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?	

CITY OF BOYNTON BEACH
CITY CLERK'S OFFICE
'18 SEP 14 AM 10:38

Registered Voter + Resident

Advisory Board	Arts Commission
Personal Qualifications	Managing experience, able to travel around the city, disciplined and motivated.
Professional Memberships	
Feel free to attach/upload an extra sheet or resume.	www.123formbuilder.com/upload_dld.php?fileid=b6283653e4f10d9c698cbcedb7b12d77
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 73.138.154.12 (United States) at 2018-09-14 08:48:04 on Chrome 68.0.3440.91
Entry ID: 290
Referrer: www.boynton-beach.org/boards-and-committees
Form Host: www.123formbuilder.com/form-583214/Advisory-Board-Appointment-Application

SADDAM SILVERO

saddams@live.com
200 Ocean Parkway, Boynton Beach, FL 33435
954-557-3054

OBJECTIVES

Motivated and awarded Field Sales Manager, with over 5 years of combined business managing experience. Seeking carrier growth as a City Commissioner.

EDUCATION

Broward College

2014 AA-Business Administration

EXPERIENCE

Premium Retail Services | West Palm Beach, Florida

Field Sales Manager *Feb 2017 – Present*

Increasing sales at a market level, category share, and brand awareness. Building and maintaining relationships at store level and up. Providing routine feedback on current retail market conditions. Routine trainings to ensure understanding of retail sales associates on product and brand awareness

Mattress Firm | Pembroke Pines, Florida

Operations Manager *Jun 2014 – Feb 2017*

Increasing sales at a district level, with a focus on the operational side. Ensuring all stores follow compliance set from the corporate office and assisting them in meeting such standards by managing and distributing funds accordingly. Assisting district managers during the training and hiring process.

SKILLS

- Strong communication, presentation, analytical, and leadership skills
- Proficiency using Microsoft Office
- Spanish bilingual

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 12/18/2018

REQUESTED ACTION BY COMMISSION: PROPOSED RESOLUTION NO. R18-181 - Amend the FY 2018-19 budget, which will adjust budgeted appropriations and revenue sources and provide spending authority for the Capital Improvement Funds (302 & 303), the Utility Capital Improvement Funds (403 & 404), and the Fleet Fund (501) for previous years Purchase Orders and unspent project budgets.

EXPLANATION OF REQUEST:
The FY 2018-19 Budget was adopted in September of 2018, before identifying all prior year CIP purchase orders - this occurs in late October thru November. As such, the FY 2018-19 Adopted Budget for various Capital Improvement Projects and the related account line items need to be adjusted to reflect outstanding FY17-18 purchase order encumbrances. This type of budget amendment is part of the annual budget process. The Budget adjustment will increase the Fund's total appropriation which requires City Commission approval.

The City's past practice for all City funds is that any operating budget and unspent appropriations are cancelled at the end of each fiscal year and the unspent money becomes part of the fund balance of each fund. Most capital projects span multiple years and continue into the following year. Under best budgeting practices and governmental accounting standards, we should re-appropriate these funds to provide the continued spending authority for these projects.

Accordingly during FY 2018-19 necessary budget modifications have been made in various Funds between department/divisions. Thus adopted appropriations for some department line items have been presented on Exhibit A. Staff is requesting approval for the budget adjustments made in FY 2018-19.

- The Capital Improvement Fund will be amended for Fund 302 from $8,603,310 to $9,338,927 and Fund 303 will be amended from $10,076,693 to $12,056,607 all due to both prior year encumbrances and prior year adopted budget
- The Water & Sewer Utility Capital Funds will be amended from $35,590,000 to $48,671,003 to provide appropriations for contracts approved in FY 2017-18 and to modify the FY 2018-19 Adopted Utility Capital Project budget due to both prior year encumbrances and prior year adopted budget.
- The Fleet Fund will be amended from $8,832,734 to $10,500,518 due to prior year encumbrances and prior year adopted budget.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
The City would continue to follow good and appropriate budgeting practices.

FISCAL IMPACT: Budgeted See Exhibit A for a summary of the fiscal impact.

ALTERNATIVES:
Do not approve Resolution

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Resolution	Reso PO's Rollover Budget
🗋	Addendum	Budget Amendment for PY1718 POs & Rollover Budget

RESOLUTION R18-

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING THE ADOPTED BUDGET FOR VARIOUS FUND FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2018, AND ENDING SEPTEMBER 30, 2019; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, a final budget was approved by the City Commission on September 20, 2018, for the fiscal year 2018-2019; and

WHEREAS, the City Manager is recommending amending the amount necessary to be appropriated for fiscal year 2018-2019 for various funds (see Exhibit A).

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

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. Hereby amending the appropriated FY 2018-2019 budget for the General Government Capital Improvement Fund from $8,603,310 to $9,338,927.

Section 3. Hereby amending the appropriated FY 2018-2019 budget for the Local Government Surtax Capital Projects Fund from $10,076,693 to $12,056,607.

Section 4. Hereby amending the appropriated FY 2018-2019 budget for the Water and Sewer Utility Capital Improvement Enterprise Fund from $35,590,000 to $48,671,003.

Section 5. Hereby amending the appropriated FY 2018-2019 budget for the Fleet Maintenance Internal Service Fund from $8,832,734 to $10,500,518.

A copy of such amendment and/or adjustment is attached hereto as Exhibit “A” and the appropriations set out therein for the fiscal year beginning October 1, 2018 and ending

September 30, 2019, to maintain and carry on the government of the City of Boynton Beach.

Section 6. That there is hereby appropriated revised amounts to various funds (see Exhibit A) pursuant to the terms of the budget.

Section 7. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 8. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this 18th day of December, 2018.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven Grant	_____	_____
Vice Mayor – Christina Romelus	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Justin Katz	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

(Corporate Seal)

CITY OF BOYNTON BEACH **Exhibit A**
CAPITAL APPROPRIATION AMENDMENTS
BUDGET YEAR 2018-19, Commission Meeting 12/18/18

		PROJECT NUMBER	PO #	2018/19 ADOPTED BUDGET	Amendment Revenue	Amendment PO Accounts	Amendment FY17/18 Rollover	2018/19 AMENDED BUDGET	Comments
CAPITAL IMPROVEMENT FUND									
302-0000-389-91-00	FUND BALANCE APPROPRIATED			6,883,173	735,617			7,618,790	
	Adopted Fund Total Revenues			**8,603,310**	**735,617**		**0**	**9,338,927**	
302-4238-572.63-00	IMPROVEMENTS OTHER THAN BLDG	RP1801	181008	0		4,850		4,850	CR Dunn Inc.
302-4121-580.63-00	IMPROVEMENTS OTHER THAN BLDG	TSHS01	181254	6,431,468		730,767		7,162,235	Straticon
	Adopted Fund Total Expenses			**8,603,310**		**735,617**	**0**	**9,338,927**	
303-0000-389-91-00	FUND BALANCE APPROPRIATED			5,633,335	1,979,914			7,613,249	
	Adopted Fund Total Revenues			**10,076,693**	**1,979,914**		**0**	**12,056,607**	
303-4129-580-64-15	COMPUTER EQUIPMENT	IT1808	181111	0		3,729		3,729	Step CG LLC
303-4218-572-63-05	PARKS IMPROVEMENTS	RP1820	181328	739,000		14,380		753,380	Smith Fence Company
303-4218-572-63-05	PARKS IMPROVEMENTS	RP1875	181340	753,380		50,849		804,229	RCP Shelters, Inc
303-4116-580-49-17	OHER CONTRACUAL SRVS	GG1842	181219	100,000		24,402		124,402	Mercury Associates
303-4904-541-63-24	SIDEWALK	CP0263	180636	425,000		25,364	400,000	850,364	Cobra Construction Inc.
303-4904-541-63-03	AMERICAN DISABILITIES ACT			300,000			200,000	500,000	
303-4905-580-63-08	STREET IMPROVEMENT	TR1601	181055	570,000		261,190	1,000,000	1,831,190	R&D Paving
	Adopted Fund Total Expenses			**10,076,693**		**379,914**	**1,600,000**	**12,056,607**	
UTILITY FUND CAPITAL IMPROVEMENT FUND									
403-0000-381.04-09	UTILITY BOND 2016			3,620,000	7,614,598			11,234,598	
403-0000-389-92.00	NET ASSETS APPROPRIATED			9,470,000	3,500,000			12,970,000	
	Adopted Fund Total Revenues			**20,090,000**	**11,114,598**			**31,204,598**	
403-5000-533.65-02	R&R - WATER	TR1601	161296	7,560,000		19,310		7,579,310	Kimlery Horn & Associates
403-5000-533.65-02	R&R - WATER	TR1601	181055	7,579,310		56,734		7,636,044	R&D Paving
403-5000-533.65-02	R&R - WATER	WTR138	180499	7,636,044		2,500		7,638,544	Crown Castle USA
403-5000-533.65-02	R&R - WATER	WTR075	170923	7,638,544		8,069		7,646,613	AMPS, Inc.
403-5000-533.65-02	R&R - WATER	WTR008	180506	7,646,613		7,340		7,653,953	Johnson-Laux Construction
403-5000-533.65-02	R&R - WATER	WTR008	181208	7,653,953		26,396		7,680,349	Empire Office, Inc.
403-5000-533.65-02	R&R - WATER	WTR138	180981	7,680,349		31,200		7,711,549	Utility Metering Solutions
403-5000-533.65-02	R&R - WATER	WTR008	181123	7,711,549		10,300		7,721,849	Johnson Controls Fire Protection
403-5000-533.65-02	R&R - WATER	WTR032	170606	7,721,849		93,148		7,814,997	Johnson-Davis, Inc.
403-5000-535.65-04	R&R - SEWER	TR1601	181055	5,795,000		3,434		5,798,434	R&D Paving
403-5000-535.65-04	R&R - SEWER	SW1602	161320	5,798,434		32,405		5,830,839	Globaltech Inc.
403-5000-535.65-04	R&R - SEWER	SW1801	181217	5,830,839		382,291		6,213,130	Insituform Technologies
403-5000-533.31-90	OTHER PROFESSIONAL SRVS	WTR134	170924	0		4,235		4,235	Carollo Engineers
403-5000-536.31-90	OTHER PROFESSIONAL SRVS	UC1801	180455	400,000		27		400,027	Step CG, LLC
403-5000-538.65-09	R&R - STORMWATER	UC1802		950,000		0	181,000	1,131,000	
403-5000-533.65-02	R&R - WATER	UC1802		7,814,997		0	193,000	8,007,997	
403-5016-533.65-02	R&R - WATER	WT1603		8,007,997		0	131,000	8,138,997	
403-5000-533.65-02	R&R - WATER	WTR138		8,138,997		0	108,000	8,246,997	
403-5000-533.65-02	R&R - WATER	UC1803		8,246,997		0	247,000	8,493,997	
403-5000-533.65-02	R&R - WATER	WTR105		8,493,997		0	167,000	8,660,997	
403-5000-533.65-02	R&R - WATER	WTR023		8,660,997		0	500,000	9,160,997	
403-5000-533.65-02	R&R - WATER	WT1801		9,160,997		0	150,000	9,310,997	
403-5000-533.65-02	R&R - WATER			9,310,997		0	180,000	9,490,997	WWTP Degasifier
403-5000-533.65-02	R&R - WATER			9,490,997		0	625,000	10,115,997	EWTP Generator
403-5000-533.65-02	R&R - WATER	WT1605		10,115,997		0	800,000	10,915,997	
403-5000-535.65-04	R&R - SEWER	SWR102		6,213,130		0	1,054,000	7,267,130	
403-5000-535.65-04	R&R - SEWER	SW1602		7,267,130		0	965,000	8,232,130	
403-5000-535.65-04	R&R - SEWER	SWR		8,232,130		0	750,000	8,982,130	Lift Station Upgrade
403-5016-538.65-09	R&R - STORMWATER	STM022		1,420,000		0	1,268,000	2,688,000	
403-5016-533.65-02	R&R - WATER	WTR106		3,700,000		0	1,272,000	4,972,000	
403-5000-538.65-09	R&R - STORMWATER	STM032	170606	1,131,000		6,959	0	1,137,959	Johnson-Davis
403-5016-533.65-02	R&R - WATER	WT1603	181207	4,972,000		17,550	0	4,989,550	Killebrew Inc.
403-5016-533.65-02	R&R - WATER	WTR106	181081	4,989,550		1,579,786		6,569,336	Ric-Man International, Inc.
403-5010-538.65-09	R&R - STORMWATER	STM032	161465	0		6,791	0	6,791	Matthews/Baxter & Woodman
403-5016-538.65-09	R&R - STORMWATER	STM032	181081	2,688,000		235,123	0	2,923,123	Ric-Man International, Inc.
	Adopted Fund Total Expenditures			**20,090,000**	**0**	**2,523,598**	**8,591,000**	**31,204,598**	

		PROJECT NUMBER	PO #	2018/19 ADOPTED BUDGET	Amendment Revenue	Amendment PO Accounts	FY17/18 Rollover	2018/19 AMENDED BUDGET	Comments
UTILITY FUND CAPITAL IMPROVEMENT FUND									
404-0000-381.04-09	UTILITY BOND 2016			1,500,000	1,000,000			2,500,000	
404-0000-389-92.00	NET ASSETS APPROPRIATED			1,000,000	966,405			1,966,405	
	Adopted Fund Total Revenues			**15,500,000**	**1,966,405**			**17,466,405**	
404-5000-535.65-03	SEWER	SW1802	181081	0		217,405		217,405	Ric-Man International
404-5010-533.65-01	WATER	WTR136		0			749,000	749,000	
404-5016-535.65-03	SEWER			0			1,000,000	1,000,000	
	Adopted Fund Total Expenditures			**15,500,000**		**217,405**	**1,749,000**	**17,466,405**	
		Utility Totals		35,590,000				48,671,003	
FLEET FUND									
501-0000-389-92.00	NET ASSETS APPROPRIATED			726,978	1,667,784			2,394,762	
	Adopted Fund Total Revenues			**8,832,734**	**1,667,784**			**10,500,518**	
501-2516-519.62-01	BUILDING IMPROVEMENTS		181218	0		18,409		18,409	Anzco, Inc.
501-2516-519.64-33	VEHICLE PURCHASES		180621	0		457,855		457,855	Pat's Pump & Blower
501-2516-519.64-33	VEHICLE PURCHASES		180825	0		100,239		100,239	Coggin Ford
501-2516-519.64-33	VEHICLE PURCHASES		180832	0		308,800		308,800	REV RTC, Inc.
501-2516-519.64-33	VEHICLE PURCHASES		180855	0		42,041		42,041	Duval Ford
501-2516-519.64-33	VEHICLE PURCHASES		180858	0		198,440		198,440	Dobbs Equipment
501-2516-519.64-33	VEHICLE PURCHASES			0			542,000	542,000	Replace 6 2010 Chevy Colorado
				0				-	and 2 Solid Waste Rolloff vehicle
	Adopted Fund Total Expenditures			**8,832,734**		**1,125,784**	**542,000**	**10,500,518**	

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 12/18/2018

REQUESTED ACTION BY COMMISSION: PROPOSED RESOLUTION NO. R18-182 - Approve and authorize the Mayor to sign Agreements for the Community Development Block Grant (CDBG) Sub-Recipients as adopted in the One Year Action Plan on August 7, 2018, Resolution R18-102.

EXPLANATION OF REQUEST:
As a recipient of Community Development Block Grant funds from the US Department of Housing and Urban Development (HUD), the City of Boynton Beach has been approved for its annual One Year Action Plan in the amount of $544,399.00.

The funds will be used as follows:

Sub-Grantee funding	$ 161,659
Grant Planning and Administration	108,879
Housing Rehabilitation & Delivery	273,861
FY 18/19 Funding	$ 544,399

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? Local nonprofit service providers of CDBG eligible services and programs to low and low-moderate income residents of the City of Boynton Beach have submitted grant applications requesting funds to assist in the delivery of their services. As the result of approval, they have provided budgets and scopes of services and are contracting with the city to be reimbursed in part.

FISCAL IMPACT: Non-budgeted
The City will reimburse the following agencies for services provided.

Aid for Victims of Domestic Assault	$ 10,000
Boynton Beach Faith Based CC	80.000
Community Caring Center	45,000
Pathways to Prosperity	21,659
Legal Aid Society of Palm Beach County	5,000
Total Sub Recipient Funding	$161,659

ALTERNATIVES: N/A

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? Yes

Grant Amount: $514,937

ATTACHMENTS:

	Type	Description
🗋	Resolution	Resolution approving Sub-Recipient Agreements
🗋	Agreement	Subrecipient Agreements

RESOLUTION R18-

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO SIGN AGREEMENTS FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) SUB-RECIPIENTS AS ADOPTED IN THE ONE YEAR ACTION PLAN ON AUGUST 7, 2018; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, as a recipient of Community Development Block Grant funds from the US Department of Housing and Urban Development (HUD), the City of Boynton Beach has been approved for its annual One Year Action Plan in the amount of $544,399.00; and

WHEREAS, local nonprofit service providers of CDBG eligible services and programs to low and low-moderate income residents of the City of Boynton Beach have submitted grant applications requesting funds to assist in the delivery of their services; and

WHEREAS, City Staff is recommending to enter into Agreements with five qualified sub-recipients, who have previously submitted all necessary documentation required, including budgets, scopes of services, and timelines for performance.

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 does hereby authorize the Mayor to sign Agreements between the City of Boynton Beach, Florida and sub-recipients, as follows:

1.	Aid to Victims of Domestic Abuse, Inc.	$ 10,000.00
2.	Boynton Beach Faith Based Community Development Corp	$ 80,000.00
3.	Community Caring Center of Greater Boynton Beach, Inc.	$ 45,000.00
4.	Pathways to Prosperity, Inc.	$ 21,659.00
5.	Legal Aid Society of Palm Beach County, Inc.	$ 5,000.00

Section 3. This Resolution will 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 – Christina L. Romelus	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Justin Katz	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

(Corporate Seal)

FY 2018-2019 COMMUNITY DEVELOPMENT BLOCK GRANT

AGREEMENT between CITY OF BOYNTON BEACH

and

AID TO VICTIMS OF DOMESTIC ABUSE, INC.

THIS AGREEMENT is entered into this _____ day of _____, 2018 between the CITY OF BOYNTON BEACH, a Florida municipal corporation, hereinafter referred to as "CITY," and AID TO VICTIMS OF DOMESTIC ABUSE, INC. hereinafter referred to as "the SUBRECIPIENT," having its principal office at Post Office Box 6161, Delray Beach, Florida 33482 and its Federal Tax Identification number as 59-2486620.

W I T N E S S E T H:

WHEREAS, the CITY has entered into an Agreement with the U.S. Department of Housing and Urban Development (HUD) for a grant for the execution and implementation of a Community Development Block Grant (CDBG) Program in the CITY, pursuant to Title I of the Housing and Community Development Act of 1974 (as amended); and AID TO VICTIMS OF DOMESTIC ABUSE, INC.

WHEREAS, the CITY desires to engage the SUBRECIPIENT to implement an activity of the Boynton Beach CDBG Program;

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

ARTICLE I
DEFINITION AND PURPOSE

1. Definitions

1.1 "CDBG" means Community Development Block Grant program.

1.2 "HUD" means the U.S. Department of Housing and Urban Development.

1.3 "24 CFR" refers to the Section of the Code of Federal Regulations pertaining to the U.S. Dept. of HUD.

1.4 "Program Income" means gross income received directly generated or earned from the use of CDBG funds. Program Income includes, but is not limited to, interest earned on advances of federal funds or royalties received as a result of patents or copyrights produced under this grant.

1.5 "OMB" means Office of Management and Budget.

1.6 "Low- and Moderate-Income" means a household whose income is within specified income limits set forth by HUD.

1.7 Property:

a. "Real Property" means land, land improvements, structures, fixtures and appurtenances thereto, excluding movable machinery and equipment.
b. "Personal Property" means personal property of any kind except real property.
c. "Nonexpendable Personal Property" means tangible (i.e., physical) personal property of a non-consumable nature, with a value of $500 or more per item, with a normal expected life of one or more years, not fixed in place, and not an integral part of a structure, facility or another piece of equipment.
d. "Expendable Personal Property" means all tangible personal property other than nonexpendable property.

2. Purpose

The purpose of this Agreement is to state the covenants and conditions under which the SUBRECIPIENT will implement the Statement of Work set forth in Article II of this agreement.

ARTICLE II
STATEMENT OF WORK

The SUBRECIPIENT shall carry out the activities specified in Attachment A, "Scope of Services."

ARTICLE III
FUNDING AND METHOD OF PAYMENT

3.1 The SUBRICIPIENT agrees and accepts as full payment for eligible services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and Director of Development or designee approved expenditures and encumbrances made by the SUBRICIPIENT under this Agreement. Said service shall be performed in a manner satisfactory to CID.

3.2 The maximum amount payable by the CITY under this Agreement will be Ten Thousand Dollars and 00/100 ($10,000) for the period of October 1, 2018 through September 30, 2019. Further budget changes within the designated contract amount can be approved in writing by the Director of Development or designee at their discretion up to twenty percent on a cumulative basis of the contract amount during the contract period.

3.3 Release of funds will be subject to approval of Community Improvement Manager.

ARTICLE IV
TERM OF AGREEMENT

The term of this Agreement shall be from October 1, 2018 to September 30, 2019.

ARTICLE V
SUSPENSION AND TERMINATION

5.1 Termination/Suspension of Payments/Agreement for Cause: If through any cause either party shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement or suspend payments in whole or in part by giving written notice of such termination or suspension of payments and specify the effective date of termination or suspension.

If payments are withheld, the CITY shall specify in writing the actions that must be taken by the SUBRECIPIENT as a condition precedent to resumption of payments and shall specify a reasonable date for compliance. Sufficient cause for suspension of payments shall include, but not be limited to:

a. ineffective or improper use of CDBG funds,
b. failure to comply with the Statement of Work or terms of this Agreement,
c. failure to submit reports as required,
d. submittal of materially incorrect or incomplete reports,
e. failure to comply with any additional conditions that may be imposed by HUD.

5.2 Termination for Convenience of City: The CITY may terminate this Agreement without cause at any time by giving at least ten (10) working days notice in writing to the SUBRECIPIENT. If this Agreement is terminated by the CITY as provided herein, the SUBRECIPIENT will be paid for allowable services performed under Article II of this Agreement until the effective date of the termination.

5.3 Termination for Convenience of the SUBRECIPIENT: At any time during the term of this Agreement, the SUBRECIPIENT may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the CITY. Upon termination, the SUBRECIPIENT shall be paid for services rendered pursuant to this Agreement through and including the date of termination.

ARTICLE VI
RECORDS AND REPORTS

6.1 The SUBRECIPIENT agrees to retain supporting documentation relating to activities funded by this Agreement for a period of five years after the termination of the Agreement.

6.2 The SUBRECIPIENT agrees to submit upon request other documentation which may later be determined necessary to assure compliance with this Agreement. Further budget changes within the designated contract amount can be approved in writing by the Director of Development, or designee at their discretion up to twenty percent on a cumulative basis of the contract amount during the contract period.

ARTICLE VII
PROGRAM INCOME

The SUBRECIPIENT agrees to expend CDBG funds for the purpose outlined in Article I of this Agreement. It is not anticipated that program income shall be generated from this allocation. However, such income, if generated, may be retained by the SUBRECIPIENT and used for costs that are in addition to the approved costs of this agreement, provided that such costs specifically further the objectives of this agreement. Under no circumstances shall the SUBRECIPIENT use program income to pay for charges or expenses that are specifically not allowed pursuant to the terms of this agreement and applicable federal regulations or rules. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504.

ARTICLE VIII
PUBLICITY

The SUBRECIPIENT shall ensure that all publicity, public relations, advertisements and signs, recognize the CITY and the CDBG Program for the support of all contracted activities. The use of the official CITY logo is permissible, but all signs used to publicize CITY contracted activities must be approved by the CITY prior to being posted.

ARTICLE IX
GENERAL CONDITIONS

9.1 Federal, State, County and CITY Laws and Regulations: The SUBRECIPIENT shall comply with applicable provisions of applicable federal, state, County, and CITY laws, regulations and rules, including OMB A-122, OMB A-21, OMB A-133.

The SUBRECIPIENT shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap; Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, or national origin; the Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; Title VIII of the Civil Rights Act of 1968, as amended, and Executive Order 11063 which prohibits discrimination in housing on the basis of race, color, religion, sex, or national origin; Executive Order 11246, as amended which requires equal employment opportunity; and with the Energy Policy, amended and Conservation Act (Pub.L 94-163) which requires mandatory standards and policies relating to energy efficiency.

The SUBRECIPIENT shall report its compliance with Section 504 of the Rehabilitation Act whenever so requested by the CITY. The SUBRECIPIENT shall comply with all applicable requirements of the Americans with Disabilities Act (ADA) of 1990, including, but not limited to, those provisions pertaining to employment, program services, transportation, communications, and access to facilities, renovations, and new construction.

The SUBRECIPIENT shall comply with all federal laws and regulations pertaining to environmental standards described in 24 CFR Subpart K, except that:

a. The SUBRECIPIENT does not assume the CITY's environmental responsibilities described at 570.604, and
b. The SUBRECIPIENT does not assume the CITY's responsibility for initiating the review process under the provisions of 24 CFR part 52.

9.2 Opportunities for Residents and Civil Rights Compliance: The SUBRECIPIENT agrees that no person shall on the grounds of race, color, national origin, religion, or sex be

excluded from the benefits of, or be subjected to, discrimination under any activity carried out by the performance of this Agreement. To the greatest feasible extent, lower-income residents of the project areas shall be given opportunities for training and employment; and to the greatest feasible extent, eligible business concerns located in or owned in substantial part by persons residing in the project areas shall be awarded contracts in connection with the project.

9.3 Evaluation and Monitoring: The SUBRECIPIENT agrees that the CITY will carry out periodic monitoring and evaluation activities as determined necessary and that the continuation and/or renewal of this Agreement is dependent upon satisfactory evaluation conclusions. Such evaluations will be based on the terms of this Agreement, comparisons of planned versus actual progress relating to activity scheduling, budgets, audit reports, and output measures. The SUBRECIPIENT agrees to furnish upon request to the CITY and make copies of transcriptions of such records and information as is determined necessary by the CITY. The SUBRECIPIENT shall submit on a schedule set by the CITY and at other times upon request, information and status reports required by the CITY to enable the evaluation of said progress and to allow for completion of reports required of the CITY by HUD. The SUBRECIPIENT shall allow the CITY or HUD to monitor its agency on site. Such site visits may be scheduled or unscheduled as determined by the CITY or HUD.

9.4 Audits: Nonprofit organizations that expend $750,000 or more annually in federal awards shall have a single or program specific audit conducted accordance with OMB A-133. Nonprofit organizations that expend less than $750,000 annually in federal awards shall be exempt from an audit conducted in accordance with OMB A-133, although their records must be available for review. These agencies are required by the CITY to submit "reduced scope" audits (e.g., financial audits, performance audits). Each audit shall cover a time period of not more than 12 months and an audit shall be submitted covering each assisted period until all the assistance received from this agreement has been reported on. A copy of the audit report must be received by the CITY no later than six months following each audit period.

The SUBRECIPIENT shall maintain all records in accordance with generally accepted accounting principles, procedures, and practices which shall sufficiently and properly reflect all revenues and expenditures of funds provided directly or indirectly by the CITY pursuant to the terms of this agreement.

9.5 Uniform Administrative Requirements: The SUBRECIPIENT agrees to maintain books, records and documents in accordance with accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by the CITY under this Agreement. The SUBRECIPIENT is required to comply with the following uniform administrative requirements:

a. Specific provisions of the uniform administrative requirements of OMB Circular A-110, as implemented at 24 CFR Part 84, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations."
b. OMB Circular A-122 "Cost Principles for Non-Profit Organizations" (a list of allowable and unallowable costs appears in Attachment B).
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9.6 Lobbying Prohibition: The SUBRECIPIENT shall certify that no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a

Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal Agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any federal Agreement, grant, loan, or cooperative Agreement.

The SUBRECIPIENT shall disclose to the CITY if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Agreement.

9.7 Section 3 Requirements: The SUBRECIPIENT agrees to comply with all Section 3 requirements applicable to contracts funded through this Agreement. Information on Section 3 is available from the CITY upon request. The SUBRECIPIENT shall include the following, referred to as the Section 3 Clause, in every solicitation and every contract for every Section 3 covered project:

Section 3 Clause

a. The work to be performed under this agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b. The parties to this agreement agree to comply with HUD's requirements in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this agreement, the parties to this agreement certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

c. The SUBRECIPIENT agrees to send to each labor organization or representative of workers with which the SUBRECIPIENT has a collective bargaining Agreement or other understanding, if any, a notice advising the labor organization or workers representative of the SUBRECIPIENT's commitment under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

d. The SUBRECIPIENT agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The SUBRECIPIENT will not subcontract with any subcontractor where the SUBRECIPIENT has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

e. The SUBRECIPIENT will certify that any vacant employment positions, including training positions, that are filled (1) after the SUBRECIPIENT is selected but before the contract is executed and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the SUBRECIPIENT's obligations under 24 CFR Part 135.

f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

9.8 Insurance and Indemnification: The SUBRECIPIENT recognizes that it is an Independent Contractor and stipulates or implies no affiliation between itself and the City. The SUBRECIPIENT shall indemnify and save the City harmless from any and all claims, losses damages and causes of actions which may arise out of the performance of this Agreement, including costs and expenses for or on account of any or all suits actual or threatened. The SUBRICIPIENT shall pay all claims and losses of any nature whatsoever in connection therewith including costs and attorney's fees, and shall defend all suits relating to this Agreement, and shall pay all costs and judgments which may result. In particular, the SUBRICIPIENT will hold the City harmless and will indemnify the City for funds which the City is obligated to refund the Federal Government arising out of the conduct of activities and administration of the SUBRECIPIENT. The SUBRECIPIENT's aforesaid indemnity and hold harmless obligations, or portions or applications thereof, shall apply to the fullest extent permitted by law, but in no event shall they apply to liability caused by the negligence or willful misconduct of the City, its respective agents, servants, employees or officers, nor shall the liability limits set forth in 768.28, Florida Statutes be waived.

At all times during the terms of this Agreement, The SUBRECIPIENT shall maintain in force Comprehensive General Liability Insurance, including coverage for personal injury, bodily injury, property damage and contractual liability to support the indemnification agreement contained herein. Such insurance shall be in an amount of not less than $1,000,000.00 combined single limit, and coverage shall be evidenced by a Certificate of Insurance, which must also provide documentation of workers compensation for your employees to statutory limits. The SUBRECIPIENT shall provide for thirty (30) days notice of cancellation, non-renewal, or any adverse change in coverage.

9.9 Property: Any real property under the SUBRECIPIENT's control that was acquired or improved in whole or in part with CDBG funds received from the CITY in excess of $25,000 shall be either:

a. Used to meet one of the three CDBG national objectives required by and defined in 24 CFR Part 570.208 for five years following the expiration or termination of this agreement, or for such longer period of time as determined by the CITY; or
b. Not used to meet a CDBG national objective, in which case the SUBRECIPIENT shall pay to the CITY an amount equal to the market value of the property as may be determined by the CITY, less any proportionate portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Reimbursement is not required after the period of time specified in Paragraph 9.9.a., above.

Any real property under the SUBRECIPIENT's control that was acquired or improved in whole or in part with CDBG funds from the CITY for $25,000 or less shall be disposed of, at the expiration or termination of this contract, in accordance with instructions from the CITY.

All real property purchased in whole or in part with funds from this and previous agreements with the CITY, or transferred to the SUBRECIPIENT after being purchased in whole or in part with funds from the CITY, shall be listed in the property records of the SUBRECIPIENT and shall include a legal description, size, date of acquisition, value at time of acquisition, present market value, present condition, address or location, owner's name if different from the SUBRECIPIENT, information on the transfer or disposition of the property, and map. The property records shall describe the programmatic purpose for which the property was acquired and identify the CDBG national objective that will be met. If the property was improved, the records shall describe the programmatic purpose for which the improvements were made and identify the CDBG national objective that will be met.

All nonexpendable personal property purchased in whole or in part with funds from this and previous agreements with the CITY shall be listed in the property records of the SUBRECIPIENT and shall include a description of the property, location, model number, manufacturer's serial number, date of acquisition, funding source, unit cost at the time of acquisition, present market value, property inventory number, information on its condition, and information on transfer, replacement, or disposition of the property.
The SUBRECIPIENT shall obtain prior written approval from the CITY for the disposition of real property, expendable personal property, and nonexpendable personal property purchased in whole or in part with funds given to the SUBRECIPIENT pursuant to the terms of this agreement. The SUBRECIPIENT shall dispose of all such property in accordance with instructions from the CITY. Those instructions may require the return of all such property to the CITY.

9.10 Reversion of Assets: The SUBRECIPIENT shall return to the CITY, upon expiration or termination of this Agreement, all the assets owned or held as a result of this Agreement, including, but not limited to any funds on hand, any accounts receivable attributable to these funds, mortgages, notes, and other collateral and any overpayments due to unearned funds or costs disallowed pursuant to the terms of this Agreement that were disbursed to the SUBRECIPIENT by the CITY. The SUBRECIPIENT shall within 30 days of expiration or termination of this Agreement execute any and all documents as required by the CITY to effectuate the reversion of assets. Any funds not earned, as described and provided for in OMB A-122, by the SUBRECIPIENT prior to the expiration or termination of this Agreement shall be retained by the CITY.

9.11 Conflicts with Applicable Laws: If any provision of this agreement conflicts with any applicable law or regulation, only the conflicting provision shall be deemed by the parties hereto to be modified to be consistent with the law or regulation or to be deleted if modification is impossible. However, the obligations under this agreement, as modified, shall continue and all other provisions of this agreement shall remain in full force and effect.

9.12 Renegotiation or Modification: Modifications of provisions of the agreement shall be valid only when in writing and signed by duly authorized representatives of each party. The parties agree to renegotiate this agreement if the CITY determines, in its sole and absolute discretion, that federal, State and/or CITY revisions of any applicable laws or regulations, or increases or decreases in budget allocations make changes in this agreement necessary.

9.13 Right to Waive: The CITY may, for good and sufficient cause, as determined by the CITY in its sole and absolute discretion, waive provisions in this agreement or seek to obtain

such waiver from the appropriate authority. Waiver requests from the SUBRECIPIENT shall be in writing. Any waiver shall not be construed to be a modification of this agreement.

9.14 Disputes: In the event an unresolved dispute exists between the SUBRECIPIENT and the CITY, the CITY shall refer the questions, including the views of all interested parties and the recommendation of the CITY, to the City Manager for determination. The City Manager, or an authorized representative, will issue a determination within 30 calendar days of receipt and so advise the CITY and the SUBRECIPIENT, or in the event additional time is necessary, the CITY will notify the SUBRECIPIENT within the 30 day period that additional time is necessary. The SUBRECIPIENT agrees that the City Manager's determination shall be final and binding on all parties.

9.15 Public Records:

SUBRECIPIENT shall comply with all public records laws in accordance with Chapter 119, Fla. Stat. In accordance with state law, SUBRECIPIENT agrees to:

a) Keep and maintain all records that ordinarily and necessarily would be required by the CITY.
b) Provide the public with access to public records on the same terms and conditions that the CITY would provide for the records and at a cost that does not exceed the costs provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.
d) Meet all requirements for retaining public records and transfer, at no cost, to the CITY all records in possession of the SUBRECIPIENT at the termination of the contract and destroy any public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY. All records shall be transferred to the CITY prior to final payment being made to the SUBRECIPIENT.
e) If SUBRECIPIENT does not comply with this section, the CITY shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

9.16 Inspector General:

SUBRECIPIENT is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Agreement, and may demand and obtain records and testimony from SUBRECIPIENT. SUBRECIPIENT understands and agrees that in addition to all other remedies and consequences provided by law, the failure of SUBRECIPIENT to fully cooperate with the Inspector General when requested may be deemed by the CITY to be a material breach of this Agreement.

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

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WITNESSES:

AID TO VICTIMS OF DOMESTIC ABUSE, INC

_____ By:_____

Print_____

_____

Print_____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ___ day of _____, 20___, by _____, who is personally known to me.

NOTARY PUBLIC
Sign _____

Print _____

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

ATTEST:

CITY OF BOYNTON BEACH, FLORIDA

_____ BY: _____

City Clerk Mayor

Approved as to form:

_____

City Attorney

Aid to Victims of Domestic Abuse, Inc.
Itemized Budget and Scope of Services
City of Boynton Beach CDBG Grant
Fiscal Year 2018-19

Itemized Budget

ITEMIZED PROPOSED USE OF CDBG FUNDS
$ 8,000 SALARIES
$ 2,000 BENEFITS
$10,000 TOTAL

Scope of Services

PROPOSED OBJECTIVES	UNIT OF MEASUREMENT
PROVIDE COMMIT TO CHANGE'S 9-SESSION PRIMARY PREVENTION PROGRAMMING WITH COMMUNITY IMPACT PROJECTS	500 STUDENTS; 30 FROM MUNICIPALITY OF BOYNTON BEACH
PROVIDE SECONDARY PREVENTION DATING VIOLENCE AWARENESS PRESENTATIONS	1,500 STUDENTS; A MINIMUM OF 100 FROM THE MUNICIPALITY OF BOYNTON BEACH
PROVIDE SAFETY PLANNING	ALL STUDENTS ATTENDING PRESENTATIONS
ASSESS EFFECTIVENESS OF PROGRAM	STUDENT EVALUATION, OBSERVATION, STUDENT PRE-POST SURVEYS

FY 2018-2019 COMMUNITY DEVELOPMENT BLOCK GRANT

AGREEMENT between CITY OF BOYNTON BEACH

and

BOYNTON BEACH FAITH-BASED COMMUNITY DEVELOPMENT CORPORATION

THIS AGREEMENT is entered into this _____ day of _____, 2018 between the CITY OF BOYNTON BEACH, a Florida municipal corporation, hereinafter referred to as "CITY," and BOYNTON BEACH FAITH-BASED COMMUNITY DEVELOPMENT CORPORATION. hereinafter referred to as "the SUBRECIPIENT," having its principal office at 2191 N. Seacrest Boulevard, Boynton Beach, Florida 33435 and its Federal Tax Identification number as 65-0971509.

W I T N E S S E T H:

WHEREAS, the CITY has entered into an Agreement with the U.S. Department of Housing and Urban Development (HUD) for a grant for the execution and implementation of a Community Development Block Grant (CDBG) Program in the CITY, pursuant to Title I of the Housing and Community Development Act of 1974 (as amended); and BOYNTON BEACH FAITH-BASED COMMUNITY DEVELOPMENT CORPORATION.

WHEREAS, the CITY desires to engage the SUBRECIPIENT to implement an activity of the Boynton Beach CDBG Program;

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

ARTICLE I
DEFINITION AND PURPOSE

1. Definitions

1.1 "CDBG" means Community Development Block Grant program.

1.2 "HUD" means the U.S. Department of Housing and Urban Development.

1.3 "24 CFR" refers to the Section of the Code of Federal Regulations pertaining to the U.S. Dept. of HUD.

1.4 "Program Income" means gross income received directly generated or earned from the use of CDBG funds. Program Income includes, but is not limited to, interest earned on advances of federal funds or royalties received as a result of patents or copyrights produced under this grant.

1.5 "OMB" means Office of Management and Budget.

1.6 "Low- and Moderate-Income" means a household whose income is within specified income limits set forth by HUD.

1.7 Property:

a. "Real Property" means land, land improvements, structures, fixtures and appurtenances thereto, excluding movable machinery and equipment.
b. "Personal Property" means personal property of any kind except real property.
c. "Nonexpendable Personal Property" means tangible (i.e., physical) personal property of a non-consumable nature, with a value of $500 or more per item, with a normal expected life of one or more years, not fixed in place, and not an integral part of a structure, facility or another piece of equipment.
d. "Expendable Personal Property" means all tangible personal property other than nonexpendable property.

2. Purpose

The purpose of this Agreement is to state the covenants and conditions under which the SUBRECIPIENT will implement the Statement of Work set forth in Article II of this agreement.

ARTICLE II
STATEMENT OF WORK

The SUBRECIPIENT shall carry out the activities specified in Attachment A, "Scope of Services."

ARTICLE III
FUNDING AND METHOD OF PAYMENT

3.1 The SUBRECIPIENT agrees and accepts as full payment for eligible services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and Director of Development or designee approved expenditures and encumbrances made by the SUBRECIPIENT under this Agreement. Said service shall be performed in a manner satisfactory to CID.

3.2 The maximum amount payable by the CITY under this Agreement will be Eighty Thousand Dollars and 00/100 ($80,000) for the period of October 1, 2018 through September 30, 2019. Further budget changes within the designated contract amount can be approved in writing by the Director of Development or designee at their discretion up to twenty percent on a cumulative basis of the contract amount during the contract period of funds is subject to the approval of the Community Improvement Manager.

3.3 Release of funds shall be subject to approval of Community Improvement Manager.

ARTICLE IV
TERM OF AGREEMENT

The term of this Agreement shall be from October 1, 2018, to September 30, 2019.

ARTICLE V
SUSPENSION AND TERMINATION

5.1 Termination/Suspension of Payments/Agreement for Cause: If through any cause either party shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement or suspend payments in whole or in part by giving written notice of such termination or suspension of payments and specify the effective date of termination or suspension.

If payments are withheld, the CITY shall specify in writing the actions that must be taken by the SUBRECIPIENT as a condition precedent to resumption of payments and shall specify a reasonable date for compliance. Sufficient cause for suspension of payments shall include, but not be limited to:

a. ineffective or improper use of CDBG funds,
b. failure to comply with the Statement of Work or terms of this Agreement,
c. failure to submit reports as required,
d. submittal of materially incorrect or incomplete reports,
e. failure to comply with any additional conditions that may be imposed by HUD.

5.2 Termination for Convenience of City: The CITY may terminate this Agreement without cause at any time by giving at least ten (10) working days notice in writing to the SUBRECIPIENT. If this Agreement is terminated by the CITY as provided herein, the SUBRECIPIENT will be paid for allowable services performed under Article II of this Agreement until the effective date of the termination.

5.3 Termination for Convenience of the SUBRECIPIENT: At any time during the term of this Agreement, the SUBRECIPIENT may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the CITY. Upon termination, the SUBRECIPIENT shall be paid for services rendered pursuant to this Agreement through and including the date of termination.

ARTICLE VI
RECORDS AND REPORTS

6.1 The SUBRECIPIENT agrees to retain supporting documentation relating to activities funded by this Agreement for a period of five years after the termination of the Agreement.

6.2 The SUBRECIPIENT agrees to submit upon request other documentation which may later be determined necessary to assure compliance with this Agreement.

ARTICLE VII
PROGRAM INCOME

The SUBRECIPIENT agrees to expend CDBG funds for the purpose outlined in Article I of this Agreement. It is not anticipated that program income shall be generated from this allocation. However, such income, if generated, may be retained by the SUBRECIPIENT and used for costs that are in addition to the approved costs of this agreement, provided that such costs specifically further the objectives of this agreement. Under no circumstances shall the SUBRECIPIENT use program income to pay for charges or expenses that are specifically not allowed pursuant to the terms of this agreement and applicable federal regulations or rules. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504.

ARTICLE VIII
PUBLICITY

The SUBRECIPIENT shall ensure that all publicity, public relations, advertisements and signs, recognize the CITY and the CDBG Program for the support of all contracted activities. The use of the official CITY logo is permissible, but all signs used to publicize CITY contracted activities must be approved by the CITY prior to being posted.

ARTICLE IX
GENERAL CONDITIONS

9.1 Federal, State, County and CITY Laws and Regulations: The SUBRECIPIENT shall comply with applicable provisions of applicable federal, state, County, and CITY laws, regulations and rules, including OMB A-122, OMB A-21, OMB A-133.

The SUBRECIPIENT shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap; Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, or national origin; the Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; Title VIII of the Civil Rights Act of 1968, as amended, and Executive Order 11063 which prohibits discrimination in housing on the basis of race, color, religion, sex, or national origin; Executive Order 11246, as amended which requires equal employment opportunity; and with the Energy Policy, amended and Conservation Act (Pub.L 94-163) which requires mandatory standards and policies relating to energy efficiency.

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Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal Agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any federal Agreement, grant, loan, or cooperative Agreement.

The SUBRECIPIENT shall disclose to the CITY if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Agreement.

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Section 3 Clause

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b. The parties to this agreement agree to comply with HUD's requirements in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this agreement, the parties to this agreement certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

c. The SUBRECIPIENT agrees to send to each labor organization or representative of workers with which the SUBRECIPIENT has a collective bargaining Agreement or other understanding, if any, a notice advising the labor organization or workers representative of the SUBRECIPIENT's commitment under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

d. The SUBRECIPIENT agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The SUBRECIPIENT will not subcontract with any subcontractor where the SUBRECIPIENT has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

e. The SUBRECIPIENT will certify that any vacant employment positions, including training positions, that are filled (1) after the SUBRECIPIENT is selected but before the contract is executed and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the SUBRECIPIENT's obligations under 24 CFR Part 135.

f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

9.8 Insurance: The SUBRECIPIENT recognizes that it is an Independent Contractor and stipulates or implies no affiliation between itself and the City. The SUBRICIPIENT shall indemnify and save the City harmless from any and all claims, losses, damages and causes of actions which may arise out of the performance of this Agreement, including costs and expenses for or on account of any or all suits actual or threatened. The SUBRICIPIENT shall pay all claims and losses of any nature whatsoever in connection therewith including costs and attorney's fees, and shall defend all suits relating to this Agreement, and shall pay all costs and judgments which may result. In particular, the SUBRICIPIENT will hold the City harmless and will indemnify the City for funds which the City is obligated to refund the Federal Government arising out of the conduct of activities and administration of the SUBRICIPIENT. The SUBRICIPIENT'S aforesaid indemnity and hold harmless obligations or portions or applications thereof, shall apply to the fullest extent permitted by law, but in no event shall they apply to liability caused by the negligence or willful misconduct of the City, its respective agents, servants, employees or officers, nor shall the liability limits set forth in 768.28, Florida Statutes, be waived.

At all times during the terms of this Agreement, the SUBRICIPIENT shall maintain in force Comprehensive General Liability Insurance, including coverage for personal injury, bodily injury, property damage and contractual liability to support the indemnification agreement contained herein. Such insurance shall be in an amount of not less than $1,000,000.00 combined single limit, and coverage shall be evidenced by a Certificate of Insurance, which must also provide documentation of workers compensation for your employees to statutory limits. The SUBRICIPIENT shall provide for thirty (30) days' notice of cancellation, non-renewal, or any adverse change in coverage.

9.9 Property: Any real property under the SUBRECIPIENT's control that was acquired or improved in whole or in part with CDBG funds received from the CITY in excess of $25,000 shall be either:

a. Used to meet one of the three CDBG national objectives required by and defined in 24 CFR Part 570.208 for five years following the expiration or termination of this agreement, or for such longer period of time as determined by the CITY; or
b. Not used to meet a CDBG national objective, in which case the SUBRECIPIENT shall pay to the CITY an amount equal to the market value of the property as may be determined by the CITY, less any proportionate portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Reimbursement is not required after the period of time specified in Paragraph 9.9.a., above.

Any real property under the SUBRECIPIENT's control that was acquired or improved in whole or in part with CDBG funds from the CITY for $25,000 or less shall be disposed of, at the expiration or termination of this contract, in accordance with instructions from the CITY.

All real property purchased in whole or in part with funds from this and previous agreements with the CITY, or transferred to the SUBRECIPIENT after being purchased in whole or in part with funds from the CITY, shall be listed in the property records of the SUBRECIPIENT and shall include a legal description, size, date of acquisition, value at time of acquisition, present market value, present condition, address or location, owner's name if different from the SUBRECIPIENT, information on the transfer or disposition of the property, and map. The property records shall describe the programmatic purpose for which the property was acquired and identify the CDBG national objective that will be met. If the property was improved, the records shall describe the programmatic purpose for which the improvements were made and identify the CDBG national objective that will be met.

All nonexpendable personal property purchased in whole or in part with funds from this and previous agreements with the CITY shall be listed in the property records of the SUBRECIPIENT and shall include a description of the property, location, model number, manufacturer's serial number, date of acquisition, funding source, unit cost at the time of acquisition, present market value, property inventory number, information on its condition, and information on transfer, replacement, or disposition of the property.
The SUBRECIPIENT shall obtain prior written approval from the CITY for the disposition of real property, expendable personal property, and nonexpendable personal property purchased in whole or in part with funds given to the SUBRECIPIENT pursuant to the terms of this agreement. The SUBRECIPIENT shall dispose of all such property in accordance with instructions from the CITY. Those instructions may require the return of all such property to the CITY.

9.10 Reversion of Assets: The SUBRECIPIENT shall return to the CITY, upon expiration or termination of this Agreement, all the assets owned or held as a result of this Agreement, including, but not limited to any funds on hand, any accounts receivable attributable to these funds, mortgages, notes, and other collateral and any overpayments due to unearned funds or costs disallowed pursuant to the terms of this Agreement that were disbursed to the SUBRECIPIENT by the CITY. The SUBRECIPIENT shall within 30 days of expiration or termination of this Agreement execute any and all documents as required by the CITY to effectuate the reversion of assets. Any funds not earned, as described and provided for in OMB A-122, by the SUBRECIPIENT prior to the expiration or termination of this Agreement shall be retained by the CITY.

9.11 Conflicts with Applicable Laws: If any provision of this agreement conflicts with any applicable law or regulation, only the conflicting provision shall be deemed by the parties hereto to be modified to be consistent with the law or regulation or to be deleted if modification is impossible. However, the obligations under this agreement, as modified, shall continue and all other provisions of this agreement shall remain in full force and effect.

9.12 Renegotiation or Modification: Modifications of provisions of the agreement shall be valid only when in writing and signed by duly authorized representatives of each party. The parties agree to renegotiate this agreement if the CITY determines, in its sole and absolute discretion, that federal, State and/or CITY revisions of any applicable laws or regulations, or increases or decreases in budget allocations make changes in this agreement necessary.

9.13 Right to Waive: The CITY may, for good and sufficient cause, as determined by the CITY in its sole and absolute discretion, waive provisions in this agreement or seek to obtain

such waiver from the appropriate authority. Waiver requests from the SUBRECIPIENT shall be in writing. Any waiver shall not be construed to be a modification of this agreement.

9.14 Disputes: In the event an unresolved dispute exists between the SUBRECIPIENT and the CITY, the CITY shall refer the questions, including the views of all interested parties and the recommendation of the CITY, to the City Manager for determination. The City Manager, or an authorized representative, will issue a determination within 30 calendar days of receipt and so advise the CITY and the SUBRECIPIENT, or in the event additional time is necessary, the CITY will notify the SUBRECIPIENT within the 30 day period that additional time is necessary. The SUBRECIPIENT agrees that the City Manager's determination shall be final and binding on all parties.

9.15 Indemnification:

SUBRECIPIENT shall at all times hereafter indemnify, hold harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend CITY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, SUBRECIPIENT, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement, including, without limitation, any and all claims, losses, liabilities, expenditures, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against CITY by reason of any such claim, cause of action, or demand, SUBRECIPIENT shall, upon written notice from CITY, resist and defend such lawsuit or proceeding by counsel satisfactory to CITY or, at CITY's option, pay for an attorney selected by the City Attorney to defend CITY. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by CITY, any sums due to SUBRECIPIENT under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.

If SUBRECIPIENT uses a subcontractor, SUBRECIPIENT shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 9.15.

9.16 Public Records:

SUBRECIPIENT shall comply with all public records laws in accordance with Chapter 119, Fla. Stat. In accordance with state law, SUBRECIPIENT agrees to:

a) Keep and maintain all records that ordinarily and necessarily would be required by the CITY.
b) Provide the public with access to public records on the same terms and conditions that the CITY would provide for the records and at a cost that does not exceed the costs provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.
d) Meet all requirements for retaining public records and transfer, at no cost, to the CITY all records in possession of the SUBRECIPIENT at the termination of the contract and destroy any public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information

technology systems of the CITY. All records shall be transferred to the CITY prior to final payment being made to the SUBRECIPIENT.

e) If SUBRECIPIENT does not comply with this section, the CITY shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

9.17 Inspector General:

SUBRECIPIENT is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Agreement, and may demand and obtain records and testimony from SUBRECIPIENT. SUBRECIPIENT understands and agrees that in addition to all other remedies and consequences provided by law, the failure of SUBRECIPIENT to fully cooperate with the Inspector General when requested may be deemed by the CITY to be a material breach of this Agreement.

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

WITNESSES:

BOYNTON BEACH FAITH-BASED COMMUNITY DEVELOPMENT CORP

By:_____

_____
Print_____

_____
Print_____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ___ day of _____, 20___, by _____, who is personally known to me.

NOTARY PUBLIC
Sign _____

Print _____

Personally Known _____ OR Produced Identification _____
Type of Identification Produced: _____

ATTEST:

_____
City Clerk

CITY OF BOYNTON BEACH, FLORIDA
By: _____
Mayor

Approved as to form:

_____
City Attorney

BOYNTON BEACH FAITH BASED CDC
City of Boynton Beach CDBG Grant
Fiscal Year 2018/19
Budget and Scope of Services

Itemized Budget

Executive Director	$12,000.00
Project Manager	10,000.00
Homebuyer Coordinator Salary	28,000.00
Benefits/FICA Medicaid	5,400.00
Health Insurance	4,600.00
Accounting/Bookkeeping	20,000.00
TOTAL	**$80,000.00**

Scope of Services

A. Provide homebuyer counseling to minimum of 150 individuals.

B. Provide at a minimum, quarterly (4) group homebuyer education classes to groups of perspective homebuyers.

C. Commence and complete construction and sale of Model Block Phase II homes on CRA donated lots.

D. Depending on availability, Identify, acquire, renovate, and sell or lease four (4) vacant/abandoned bank-owned properties to eligible low/moderate income families.

E. Provide post-purchase counseling on "as needed basis" to existing home owners experiencing economic hardship to mitigate/reduce foreclosure and preserve homeownership.

F. Assist at least ten (10) "mortgage ready" buyers secure mortgage/financing, down-payment (SHIP) assistance and eligible properties to complete home purchases as first-time buyers.

G. Secure construction financing for new home construction project.

H. Collaborate with other groups/agencies/individuals to foster relationships that reduce crime, empower and educate residents to build a stronger and more economically viable community.

FY 2018-2019 COMMUNITY DEVELOPMENT BLOCK GRANT

AGREEMENT between CITY OF BOYNTON BEACH

and.

COMMUNITY CARING CENTER OF GREATER BOYNTON BEACH, INC

THIS AGREEMENT is entered into this _____ day of _____, 2018 between the CITY OF BOYNTON BEACH, a Florida municipal corporation, hereinafter referred to as "CITY," and COMMUNITY CARING CENTER OF GREATER BOYNTON BEACH, INC., hereinafter referred to as "the SUBRECIPIENT," having its principal office at 145 N.E. 4th Avenue, Boynton Beach, Florida 33435 and its Federal Tax Identification Number as 65-0447796.

W I T N E S S E T H:

WHEREAS, the CITY has entered into an Agreement with the U.S. Department of Housing and Urban Development (HUD) for a grant for the execution and implementation of a Community Development Block Grant (CDBG) Program in the CITY, pursuant to Title I of the Housing and Community Development Act of 1974 (as amended); and

WHEREAS, the CITY desires to engage the SUBRECIPIENT to implement an activity of the Boynton Beach CDBG Program;

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

ARTICLE I
DEFINITION AND PURPOSE

1. Definitions

1.1 "CDBG" means Community Development Block Grant program.

1.2 "HUD" means the U.S. Department of Housing and Urban Development.

1.3 "24 CFR" refers to the Section of the Code of Federal Regulations pertaining to the U.S. Dept. of HUD.

1.4 "Program Income" means gross income received directly generated or earned from the use of CDBG funds. Program Income includes, but is not limited to, interest earned on advances of federal funds or royalties received as a result of patents or copyrights produced under this grant.

1.5 "OMB" means Office of Management and Budget.

1.6 "Low- and Moderate-Income" means a household whose income is within specified income limits set forth by HUD.

1.7 Property:

a. "Real Property" means land, land improvements, structures, fixtures and appurtenances thereto, excluding movable machinery and equipment.
b. "Personal Property" means personal property of any kind except real property.
c. "Nonexpendable Personal Property" means tangible (i.e., physical) personal property of a non-consumable nature, with a value of $500 or more per item, with a normal expected life of one or more years, not fixed in place, and not an integral part of a structure, facility or another piece of equipment.
d. "Expendable Personal Property" means all tangible personal property other than nonexpendable property.

2. Purpose

The purpose of this Agreement is to state the covenants and conditions under which the SUBRECIPIENT will implement the Statement of Work set forth in Article II of this agreement.

ARTICLE II
STATEMENT OF WORK

The SUBRECIPIENT shall carry out the activities specified in Attachment A, "Scope of Services."

ARTICLE III
FUNDING AND METHOD OF PAYMENT

3.1 The maximum amount payable by the CITY under this Agreement will be Forty Five Thousand and 00/100 ($45,000.00) for the period of October 1, 2018 through September 30, 2019. Further budget changes within the designated contract amount can be approved in writing by the Director of Development or designee at their discretion up to twenty percent on a cumulative basis of the contract amount during the contract period of funds is subject to the approval of the Community Improvement Manager.

3.2 The SUBRECIPIENT agrees and accepts as full payment for eligible services rendered pursuant to this Agreement the actual amount budgeted, eligible, and Director of Development or designee approved expenditures and encumbrances made by the SUBRECIPIENT under this Agreement. Said service shall be performed in a manner satisfactory to CID.

3.3 Release of funds shall be subject to approval of Community Improvement Manager.

ARTICLE IV
TERM OF AGREEMENT

The term of this Agreement shall be from October 1, 2018, to September 30, 2019.

ARTICLE V
SUSPENSION AND TERMINATION

5.1 Termination/Suspension of Payments/Agreement for Cause: If through any cause either party shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement or suspend payments in whole or in part by giving written notice of such termination or suspension of payments and specify the effective date of termination or suspension.

If payments are withheld, the CITY shall specify in writing the actions that must be taken by the SUBRECIPIENT as a condition precedent to resumption of payments and shall specify a reasonable date for compliance. Sufficient cause for suspension of payments shall include, but not be limited to:

a. ineffective or improper use of CDBG funds,
b. failure to comply with the Statement of Work or terms of this Agreement,
c. failure to submit reports as required,
d. submittal of materially incorrect or incomplete reports,
e. failure to comply with any additional conditions that may be imposed by HUD.

5.2 Termination for Convenience of City: The CITY may terminate this Agreement without cause at any time by giving at least ten (10) working days' notice in writing to the SUBRECIPIENT. If this Agreement is terminated by the CITY as provided herein, the SUBRECIPIENT will be paid for allowable services performed under Article II of this Agreement until the effective date of the termination.

5.3 Termination for Convenience of the SUBRECIPIENT: At any time during the term of this Agreement, the SUBRECIPIENT may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the CITY. Upon termination, the SUBRECIPIENT shall be paid for services rendered pursuant to this Agreement through and including the date of termination.

ARTICLE VI
RECORDS AND REPORTS

6.1 The SUBRECIPIENT agrees to retain supporting documentation relating to activities funded by this Agreement for a period of five years after the termination of the Agreement.

6.2 The SUBRECIPIENT agrees to submit upon request other documentation which may later be determined necessary to assure compliance with this Agreement.

ARTICLE VII
PROGRAM INCOME

The SUBRECIPIENT agrees to expend CDBG funds for the purpose outlined in Article I of this Agreement. It is not anticipated that program income shall be generated from this allocation. However, such income, if generated, may be retained by the SUBRECIPIENT and used for costs that are in addition to the approved costs of this agreement, provided that such costs specifically further the objectives of this agreement. Under no circumstances shall the SUBRECIPIENT use program income to pay for charges or expenses that are specifically not allowed pursuant to the terms of this agreement and applicable federal regulations or rules. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504.

ARTICLE VIII
PUBLICITY

The SUBRECIPIENT shall ensure that all publicity, public relations, advertisements and signs, recognize the CITY and the CDBG Program for the support of all contracted activities. The use of the official CITY logo is permissible, but all signs used to publicize CITY contracted activities must be approved by the CITY prior to being posted.

ARTICLE IX
GENERAL CONDITIONS

9.1 Federal, State, County and CITY Laws and Regulations: The SUBRECIPIENT shall comply with applicable provisions of applicable federal, state, County, and CITY laws, regulations and rules, including OMB A-122, OMB A-21, OMB A-133.

The SUBRECIPIENT shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap; Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, or national origin; the Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; Title VIII of the Civil Rights Act of 1968, as amended, and Executive Order 11063 which prohibits discrimination in housing on the basis of race, color, religion, sex, or national origin; Executive Order 11246, as amended which requires equal employment opportunity; and with the Energy Policy, amended and Conservation Act (Pub.L 94-163) which requires mandatory standards and policies relating to energy efficiency.

The SUBRECIPIENT shall report its compliance with Section 504 of the Rehabilitation Act whenever so requested by the CITY. The SUBRECIPIENT shall comply with all applicable requirements of the Americans with Disabilities Act (ADA) of 1990, including, but not limited to, those provisions pertaining to employment, program services, transportation, communications, access to facilities, renovations, and new construction.

The SUBRECIPIENT shall comply with all federal laws and regulations pertaining to environmental standards described in 24 CFR Subpart K, except that:

a. The SUBRECIPIENT does not assume the CITY's environmental responsibilities described at 570.604, and
b. The SUBRECIPIENT does not assume the CITY's responsibility for initiating the review process under the provisions of 24 CFR part 52.

9.2 Opportunities for Residents and Civil Rights Compliance: The SUBRECIPIENT agrees that no person shall on the grounds of race, color, national origin, religion, or sex be excluded from the benefits of, or be subjected to, discrimination under any activity carried out by the performance of this Agreement. To the greatest feasible extent, lower-income residents of the project areas shall be given opportunities for training and employment; and to the greatest feasible extent, eligible business concerns located in or owned in substantial part by persons residing in the project areas shall be awarded contracts in connection with the project.

9.3 Evaluation and Monitoring: The SUBRECIPIENT agrees that the CITY will carry out periodic monitoring and evaluation activities as determined necessary and that the continuation and/or renewal of this Agreement is dependent upon satisfactory evaluation conclusions. Such evaluations will be based on the terms of this Agreement, comparisons of planned versus actual progress relating to activity scheduling, budgets, audit reports, and output measures. The SUBRECIPIENT agrees to furnish upon request to the CITY and make copies of transcriptions of such records and information as is determined necessary by the CITY. The SUBRECIPIENT shall submit on a schedule set by the CITY and at other times upon request, information and status reports required by the CITY to enable the evaluation of said progress and to allow for completion of reports required of the CITY by HUD. The SUBRECIPIENT shall allow the CITY or HUD to monitor its agency on site. Such site visits may be scheduled or unscheduled as determined by the CITY or HUD.

9.4 Audits: Nonprofit organizations that expend $750,000 or more annually in federal awards shall have a single or program specific audit conducted accordance with OMB A-133. Nonprofit organizations that expend less than $750,000 annually in federal awards shall be exempt from an audit conducted in accordance with OMB A-133, although their records must be available for review. These agencies are required by the CITY to submit "reduced scope" audits (e.g., financial audits, performance audits). Each audit shall cover a time period of not more than 12 months and an audit shall be submitted covering each assisted period until all the assistance received from this agreement has been reported on. A copy of the audit report must be received by the CITY no later than six months following each audit period.

The SUBRECIPIENT shall maintain all records in accordance with generally accepted accounting principles, procedures, and practices which shall sufficiently and properly reflect all revenues and expenditures of funds provided directly or indirectly by the CITY pursuant to the terms of this agreement.

9.5 Uniform Administrative Requirements: The SUBRECIPIENT agrees to maintain books, records and documents in accordance with accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by the CITY under this Agreement. The SUBRECIPIENT is required to comply with the following uniform administrative requirements:

a. Specific provisions of the uniform administrative requirements of OMB Circular A-110, as implemented at 24 CFR Part 84, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations."
b. OMB Circular A-122 "Cost Principles for Non-Profit Organizations" (a list of allowable and unallowable costs appears in Attachment B).
c. Applicable provisions of 24 CFR 570.502.

9.6 Lobbying Prohibition: The SUBRECIPIENT shall certify that no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal Agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any federal Agreement, grant, loan, or cooperative Agreement.

The SUBRECIPIENT shall disclose to the CITY if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Agreement.

9.7 Section 3 Requirements: The SUBRECIPIENT agrees to comply with all Section 3 requirements applicable to contracts funded through this Agreement. Information on Section 3 is available from the CITY upon request. The SUBRECIPIENT shall include the following, referred to as the Section 3 Clause, in every solicitation and every contract for every Section 3 covered project:

Section 3 Clause

a. The work to be performed under this agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b. The parties to this agreement agree to comply with HUD's requirements in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this agreement, the parties to this agreement certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

c. The SUBRECIPIENT agrees to send to each labor organization or representative of workers with which the SUBRECIPIENT has a collective bargaining Agreement or other understanding, if any, a notice advising the labor organization or workers representative of the SUBRECIPIENT's commitment under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

d. The SUBRECIPIENT agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations

in 24 CFR Part 135. The SUBRECIPIENT will not subcontract with any subcontractor where the SUBRECIPIENT has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

e. The SUBRECIPIENT will certify that any vacant employment positions, including training positions, that are filled (1) after the SUBRECIPIENT is selected but before the contract is executed and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the SUBRECIPIENT's obligations under 24 CFR Part 135.

f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

9.8 Insurance: The SUBRECIPIENT recognizes that it is an Independent Contractor and stipulates or implies no affiliation between itself and the City. The SUBRICIPIENT shall indemnify and save the City harmless from any and all claims, losses, damages and causes of actions which may arise out of the performance of this Agreement, including costs and expenses for or on account of any or all suits actual or threatened. The SUBRICIPIENT shall pay all claims and losses of any nature whatsoever in connection therewith including costs and attorney's fees, and shall defend all suits relating to this Agreement, and shall pay all costs and judgments which may result. In particular, the SUBRICIPIENT will hold the City harmless and will indemnify the City for funds which the City is obligated to refund the Federal Government arising out of the conduct of activities and administration of the SUBRICIPIENT. The SUBRICIPIENTS' aforesaid indemnity and hold harmless obligations, or portions or applications thereof, shall apply to the fullest extent permitted by law, but in no event shall they apply to liability caused by the negligence or willful misconduct of the City, its respective agents, servants, employees or officers, nor shall the liability limits set forth in 768.28, Florida Statutes, be waived.

At all times during the terms of this Agreement, the SUBRICIPIENT shall maintain in force Comprehensive General Liability Insurance, including coverage for personal injury, bodily injury, property damage and contractual liability to support the indemnification agreement contained herein. Such insurance shall be an amount of not less than $1,000,000.00 combined single limit, and coverage shall be evidenced by a Certificate of Insurance, which must also provide documentation or workers compensation for your employees to statutory limits. The SUBRICIPIENT shall provide for thirty (30) days' notice of cancellation, non-renewal, or any adverse change in coverage.

9.9 Property: Any real property under the SUBRECIPIENT's control that was acquired or improved in whole or in part with CDBG funds received from the CITY in excess of $25,000 shall be either:

a. Used to meet one of the three CDBG national objectives required by and defined in 24 CFR Part 570.208 for five years following the expiration or termination of this agreement, or for such longer period of time as determined by the CITY; or

b. Not used to meet a CDBG national objective, in which case the SUBRECIPIENT shall pay to the CITY an amount equal to the market value of the property as may be determined by the CITY, less any proportionate portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Reimbursement is not required after the period of time specified in Paragraph 9.9.a., above.

Any real property under the SUBRECIPIENT's control that was acquired or improved in whole or in part with CDBG funds from the CITY for $25,000 or less shall be disposed of,

at the expiration or termination of this contract, in accordance with instructions from the CITY.

All real property purchased in whole or in part with funds from this and previous agreements with the CITY, or transferred to the SUBRECIPIENT after being purchased in whole or in part with funds from the CITY, shall be listed in the property records of the SUBRECIPIENT and shall include a legal description, size, date of acquisition, value at time of acquisition, present market value, present condition, address or location, owner's name if different from the SUBRECIPIENT, information on the transfer or disposition of the property, and map. The property records shall describe the programmatic purpose for which the property was acquired and identify the CDBG national objective that will be met. If the property was improved, the records shall describe the programmatic purpose for which the improvements were made and identify the CDBG national objective that will be met.

All nonexpendable personal property purchased in whole or in part with funds from this and previous agreements with the CITY shall be listed in the property records of the SUBRECIPIENT and shall include a description of the property, location, model number, manufacturer's serial number, date of acquisition, funding source, unit cost at the time of acquisition, present market value, property inventory number, information on its condition, and information on transfer, replacement, or disposition of the property.
The SUBRECIPIENT shall obtain prior written approval from the CITY for the disposition of real property, expendable personal property, and nonexpendable personal property purchased in whole or in part with funds given to the SUBRECIPIENT pursuant to the terms of this agreement. The SUBRECIPIENT shall dispose of all such property in accordance with instructions from the CITY. Those instructions may require the return of all such property to the CITY.

9.10 Reversion of Assets: The SUBRECIPIENT shall return to the CITY, upon expiration or termination of this Agreement, all the assets owned or held as a result of this Agreement, including, but not limited to any funds on hand, any accounts receivable attributable to these funds, mortgages, notes, and other collateral and any overpayments due to unearned funds or costs disallowed pursuant to the terms of this Agreement that were disbursed to the SUBRECIPIENT by the CITY. The SUBRECIPIENT shall within 30 days of expiration or termination of this Agreement execute any and all documents as required by the CITY to effectuate the reversion of assets. Any funds not earned, as described and provided for in OMB A-122, by the SUBRECIPIENT prior to the expiration or termination of this Agreement shall be retained by the CITY.

9.11 Conflicts with Applicable Laws: If any provision of this agreement conflicts with any applicable law or regulation, only the conflicting provision shall be deemed by the parties hereto to be modified to be consistent with the law or regulation or to be deleted if modification is impossible. However, the obligations under this agreement, as modified, shall continue and all other provisions of this agreement shall remain in full force and effect.

9.12 Renegotiation or Modification: Modifications of provisions of the agreement shall be valid only when in writing and signed by duly authorized representatives of each party. The parties agree to renegotiate this agreement if the CITY determines, in its sole and absolute discretion, that federal, State and/or CITY revisions of any applicable laws or regulations, or increases or decreases in budget allocations make changes in this agreement necessary.

9.13 Right to Waive: The CITY may, for good and sufficient cause, as determined by the CITY in its sole and absolute discretion, waive provisions in this agreement or seek to obtain such waiver from the appropriate authority. Waiver requests from the SUBRECIPIENT shall be in writing. Any waiver shall not be construed to be a modification of this agreement.

9.14 Disputes: In the event an unresolved dispute exists between the SUBRECIPIENT and the CITY, the CITY shall refer the questions, including the views of all interested parties and the recommendation of the CITY, to the City Manager for determination. The City Manager, or an authorized representative, will issue a determination within 30 calendar days of receipt and so advise the CITY and the SUBRECIPIENT, or in the event additional time is necessary, the CITY will notify the SUBRECIPIENT within the 30 day period that additional time is necessary. The SUBRECIPIENT agrees that the City Manager's determination shall be final and binding on all parties.

9.15 Indemnification:

SUBRECIPIENT shall at all times hereafter indemnify, hold harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend CITY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, SUBRECIPIENT, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement, including, without limitation, any and all claims, losses, liabilities, expenditures, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against CITY by reason of any such claim, cause of action, or demand, SUBRECIPIENT shall, upon written notice from CITY, resist and defend such lawsuit or proceeding by counsel satisfactory to CITY or, at CITY's option, pay for an attorney selected by the City Attorney to defend CITY. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by CITY, any sums due to SUBRECIPIENT under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.

If SUBRECIPIENT uses a subcontractor, SUBRECIPIENT shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 9.15.

9.16 Public Records:

SUBRECIPIENT shall comply with all public records laws in accordance with Chapter 119, Fla. Stat. In accordance with state law, SUBRECIPIENT agrees to:

a) Keep and maintain all records that ordinarily and necessarily would be required by the CITY.
b) Provide the public with access to public records on the same terms and conditions that the CITY would provide for the records and at a cost that does not exceed the costs provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.
d) Meet all requirements for retaining public records and transfer, at no cost, to the CITY all records in possession of the SUBRECIPIENT at the termination of the

contract and destroy any public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY. All records shall be transferred to the CITY prior to final payment being made to the SUBRECIPIENT.

e) If SUBRECIPIENT does not comply with this section, the CITY shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

6.17 Inspector General:

SUBRECIPIENT is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Agreement, and may demand and obtain records and testimony from SUBRECIPIENT. SUBRECIPIENT understands and agrees that in addition to all other remedies and consequences provided by law, the failure of SUBRECIPIENT to fully cooperate with the Inspector General when requested may be deemed by the CITY to be a material breach of this Agreement.

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

WITNESSES:

COMMUNITY CARING CENTER OF GREATER BOYNTON BEACH, INC.

By:_____

_____
Print_____

_____
Print_____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ___ day of _____, 20___, by _____, who is personally known to me.

NOTARY PUBLIC

Sign _____

Print _____

Personally Known _____ OR Produced Identification _____
Type of Identification Produced: _____

ATTEST:

_____
City Clerk

CITY OF BOYNTON BEACH, FLORIDA
By: _____
Mayor

Approved as to form:

_____

_____
City Attorney

COMMUNITY CARING CENTER OF GREATER BOYNTON BEACH, INC.
EXHIBIT A
WORK NARRATIVE

I. The Agency agrees, within the time line of October 1, 2018 through September 30, 2019, to provide the following services:

A. Provide emergency Food Pantry at the Community Caring Center office
B. Provide Emergency Disaster Assistance: Pre- and Post- activity, as needed
C. Provide financial aid for the following: [amount of assistance depends on funds available]
- Emergency transportation/Gas/Bus Passes
- Utility bill pay assistance
- Rent/mortgage assistance
- Prescriptions and medication assistance

D. Senior, frail, and elderly caregiving program
E. Referral services for homeless, job placement and tax information
F. Provide assistance for applying to State of Florida access for SSI, food stamps, prescription drug, and disability
G. Provide health related classes – nutrition & chronic illness management
H. Report the receipt of any income earned by the Agency to the CID Manager within five (5) working days before the receipt of the income. Any income earned by the Agency will be considered program income and will be subject to CID and HUD regulations and this agreement.

II. The City Agrees to:
A. Reimburse the Agency for the following budget items:

Salaries	$36,000.00
Insurances	4,000.00
Audit	5,000.00
TOTAL	$ 45,000.00

FY 2018-2019 COMMUNITY DEVELOPMENT BLOCK GRANT

AGREEMENT between CITY OF BOYNTON BEACH

and.

LEGAL AID SOCIETY OF PALM BEACH COUNTY, INC.

THIS AGREEMENT is entered into this _____ day of _____, 2018 between the CITY OF BOYNTON BEACH, a Florida municipal corporation, hereinafter referred to as "CITY," and LEGAL AID SOCIETY OF PALM BEACH COUNTY, INC., hereinafter referred to as "the SUBRECIPIENT," having its principal office at 423 Fern Street, Suite 200, West Palm Beach, Florida 33401, and its Federal Tax Identification Number as 59-6046994.

W I T N E S S E T H:

WHEREAS, the CITY has entered into an Agreement with the U.S. Department of Housing and Urban Development (HUD) for a grant for the execution and implementation of a Community Development Block Grant (CDBG) Program in the CITY, pursuant to Title I of the Housing and Community Development Act of 1974 (as amended); and

WHEREAS, the CITY desires to engage the SUBRECIPIENT to implement an activity of the Boynton Beach CDBG Program;

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

ARTICLE I
DEFINITION AND PURPOSE

1. Definitions

1.1 "CDBG" means Community Development Block Grant program.

1.2 "HUD" means the U.S. Department of Housing and Urban Development.

1.3 "24 CFR" refers to the Section of the Code of Federal Regulations pertaining to the U.S. Dept. of HUD.

1.4 "Program Income" means gross income received directly generated or earned from the use of CDBG funds. Program Income includes, but is not limited to, interest earned on advances of federal funds or royalties received as a result of patents or copyrights produced under this grant.

1.5 "OMB" means Office of Management and Budget.

1.6 "Low- and Moderate-Income" means a household whose income is within specified income limits set forth by HUD.

1.7 Property:

a. "Real Property" means land, land improvements, structures, fixtures and appurtenances thereto, excluding movable machinery and equipment.
b. "Personal Property" means personal property of any kind except real property.
c. "Nonexpendable Personal Property" means tangible (i.e., physical) personal property of a non-consumable nature, with a value of $500 or more per item, with a normal expected life of one or more years, not fixed in place, and not an integral part of a structure, facility or another piece of equipment.
d. "Expendable Personal Property" means all tangible personal property other than nonexpendable property.

2. Purpose

The purpose of this Agreement is to state the covenants and conditions under which the SUBRECIPIENT will implement the Statement of Work set forth in Article II of this agreement.

ARTICLE II
STATEMENT OF WORK

The SUBRECIPIENT shall carry out the activities specified in Attachment A, "Scope of Services."

ARTICLE III
FUNDING AND METHOD OF PAYMENT

3.1 The SUBRECIPIENT agrees and accepts as full payment for eligible services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and Director of Development or designee approved expenditures and encumbrances made by the SUBRECIPIENT under this Agreement. Said service shall be performed in a manner satisfactory to CID.

3.2 The maximum amount payable by the CITY under this Agreement will be Five Thousand Dollars and 00/100 ($5,000.00) for the period of October 1, 2018 through September 30, 2019. Further budget changes within the designated contract amount can be approved in writing by the Director of Development or designee at their discretion up to twenty percent on a cumulative basis of the contract amount during the contract period.

3.3 Release of funds is subject to the approval of the Community Improvement Manager.

ARTICLE IV
TERM OF AGREEMENT

The term of this Agreement shall be from October 1, 2018 to September 30, 2019.

ARTICLE V
SUSPENSION AND TERMINATION

5.1 Termination/Suspension of Payments/Agreement for Cause: If through any cause either party shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement or suspend payments in whole or in part by giving written notice of such termination or suspension of payments and specify the effective date of termination or suspension.

If payments are withheld, the CITY shall specify in writing the actions that must be taken by the SUBRECIPIENT as a condition precedent to resumption of payments and shall specify a reasonable date for compliance. Sufficient cause for suspension of payments shall include, but not be limited to:

a. ineffective or improper use of CDBG funds,
b. failure to comply with the Statement of Work or terms of this Agreement,
c. failure to submit reports as required,
d. submittal of materially incorrect or incomplete reports,
e. failure to comply with any additional conditions that may be imposed by HUD.

5.2 Termination for Convenience of City: The CITY may terminate this Agreement without cause at any time by giving at least ten (10) working days notice in writing to the SUBRECIPIENT. If this Agreement is terminated by the CITY as provided herein, the SUBRECIPIENT will be paid for allowable services performed under Article II of this Agreement until the effective date of the termination.

5.3 Termination for Convenience of the SUBRECIPIENT: At any time during the term of this Agreement, the SUBRECIPIENT may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the CITY. Upon termination, the SUBRECIPIENT shall be paid for services rendered pursuant to this Agreement through and including the date of termination.

ARTICLE VI
RECORDS AND REPORTS

6.1 The SUBRECIPIENT agrees to retain supporting documentation relating to activities funded by this Agreement for a period of five years after the termination of the Agreement.

6.2 The SUBRECIPIENT agrees to submit upon request other documentation which may later be determined necessary to assure compliance with this Agreement.

ARTICLE VII
PROGRAM INCOME

The SUBRECIPIENT agrees to expend CDBG funds for the purpose outlined in Article I of this Agreement. It is not anticipated that program income shall be generated from this allocation. However, such income, if generated, may be retained by the SUBRECIPIENT and used for costs that are in addition to the approved costs of this agreement, provided that such costs specifically further the objectives of this agreement. Under no circumstances shall the SUBRECIPIENT use program income to pay for charges or expenses that are specifically not allowed pursuant to the terms of this agreement and applicable federal regulations or rules. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504.

ARTICLE VIII
PUBLICITY

The SUBRECIPIENT shall ensure that all publicity, public relations, advertisements and signs, recognize the CITY and the CDBG Program for the support of all contracted activities. The use of the official CITY logo is permissible, but all signs used to publicize CITY contracted activities must be approved by the CITY prior to being posted.

ARTICLE IX
GENERAL CONDITIONS

9.1 Federal, State, County and CITY Laws and Regulations: The SUBRECIPIENT shall comply with applicable provisions of applicable federal, state, County, and CITY laws, regulations and rules, including OMB A-122, OMB A-21, OMB A-133.

The SUBRECIPIENT shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap; Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, or national origin; the Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; Title VIII of the Civil Rights Act of 1968, as amended, and Executive Order 11063 which prohibits discrimination in housing on the basis of race, color, religion, sex, or national origin; Executive Order 11246, as amended which requires equal employment opportunity; and with the Energy Policy, amended and Conservation Act (Pub.L 94-163) which requires mandatory standards and policies relating to energy efficiency.

The SUBRECIPIENT shall report its compliance with Section 504 of the Rehabilitation Act whenever so requested by the CITY. The SUBRECIPIENT shall comply with all applicable requirements of the Americans with Disabilities Act (ADA) of 1990, including, but not limited to, those provisions pertaining to employment, program services, transportation, communications, access to facilities, renovations, and new construction.

The SUBRECIPIENT shall comply with all federal laws and regulations pertaining to environmental standards described in 24 CFR Subpart K, except that:

a. The SUBRECIPIENT does not assume the CITY's environmental responsibilities described at 570.604, and
b. The SUBRECIPIENT does not assume the CITY's responsibility for initiating the review process under the provisions of 24 CFR part 52.

9.2 Opportunities for Residents and Civil Rights Compliance: The SUBRECIPIENT agrees that no person shall on the grounds of race, color, national origin, religion, or sex be excluded from the benefits of, or be subjected to, discrimination under any activity carried out by the performance of this Agreement. To the greatest feasible extent, lower-income residents of the project areas shall be given opportunities for training and employment; and to the greatest feasible extent, eligible business concerns located in or owned in substantial part by persons residing in the project areas shall be awarded contracts in connection with the project.

9.3 Evaluation and Monitoring: The SUBRECIPIENT agrees that the CITY will carry out periodic monitoring and evaluation activities as determined necessary and that the continuation and/or renewal of this Agreement is dependent upon satisfactory evaluation conclusions. Such evaluations will be based on the terms of this Agreement, comparisons of planned versus actual progress relating to activity scheduling, budgets, audit reports, and output measures. The SUBRECIPIENT agrees to furnish upon request to the CITY and make copies of transcriptions of such records and information as is determined necessary by the CITY. The SUBRECIPIENT shall submit on a schedule set by the CITY and at other times upon request, information and status reports required by the CITY to enable the evaluation of said progress and to allow for completion of reports required of the CITY by HUD. The SUBRECIPIENT shall allow the CITY or HUD to monitor its agency on site. Such site visits may be scheduled or unscheduled as determined by the CITY or HUD.

9.4 Audits: Nonprofit organizations that expend $750,000 or more annually in federal awards shall have a single or program specific audit conducted accordance with OMB A-133. Nonprofit organizations that expend less than $750,000 annually in federal awards shall be exempt from an audit conducted in accordance with OMB A-133, although their records must be available for review. These agencies are required by the CITY to submit "reduced scope" audits (e.g., financial audits, performance audits). Each audit shall cover a time period of not more than 12 months and an audit shall be submitted covering each assisted period until all the assistance received from this agreement has been reported on. A copy of the audit report must be received by the CITY no later than six months following each audit period.

The SUBRECIPIENT shall maintain all records in accordance with generally accepted accounting principles, procedures, and practices which shall sufficiently and properly reflect all revenues and expenditures of funds provided directly or indirectly by the CITY pursuant to the terms of this agreement.

9.5 Uniform Administrative Requirements: The SUBRECIPIENT agrees to maintain books, records and documents in accordance with accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by the CITY under this Agreement. The SUBRECIPIENT is required to comply with the following uniform administrative requirements:

a. Specific provisions of the uniform administrative requirements of OMB Circular A-110, as implemented at 24 CFR Part 84, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations."
b. OMB Circular A-122 "Cost Principles for Non-Profit Organizations" (a list of allowable and unallowable costs appears in Attachment B).
c. Applicable provisions of 24 CFR 570.502.

9.6 Lobbying Prohibition: The SUBRECIPIENT shall certify that no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal Agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any federal Agreement, grant, loan, or cooperative Agreement.

The SUBRECIPIENT shall disclose to the CITY if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Agreement.

9.7 Section 3 Requirements: The SUBRECIPIENT agrees to comply with all Section 3 requirements applicable to contracts funded through this Agreement. Information on Section 3 is available from the CITY upon request. The SUBRECIPIENT shall include the following, referred to as the Section 3 Clause, in every solicitation and every contract for every Section 3 covered project:

Section 3 Clause

a. The work to be performed under this agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b. The parties to this agreement agree to comply with HUD's requirements in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this agreement, the parties to this agreement certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

c. The SUBRECIPIENT agrees to send to each labor organization or representative of workers with which the SUBRECIPIENT has a collective bargaining Agreement or other understanding, if any, a notice advising the labor organization or workers representative of the SUBRECIPIENT's commitment under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

d. The SUBRECIPIENT agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations

in 24 CFR Part 135. The SUBRECIPIENT will not subcontract with any subcontractor where the SUBRECIPIENT has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

e. The SUBRECIPIENT will certify that any vacant employment positions, including training positions, that are filled (1) after the SUBRECIPIENT is selected but before the contract is executed and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the SUBRECIPIENT's obligations under 24 CFR Part 135.

f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

9.8 Insurance: The SUBRICIPIENT recognizes that it is an independent Contractor and stipulates or implies no affiliation between itself and the City. The SUBRICIPIENT shall indemnify and save the City harmless from any and all claims, losses, damages and causes of actions which may arise out of the performance of this Agreement, including costs and expenses for or on account of any or all suits actual or threatened. The SUBRICIPIENT shall pay all claims and losses of any nature whatsoever in connection therewith including costs and attorney's fees, and shall defend all suits relating this Agreement, and shall pay all costs and judgments which may result. In particular, the SSUBRICIPIENT will hold the City harmless and will indemnify the City for funds which the City is obligated to refund the Federal Government arising out of the conduct of activities and administration of the SUBRECIPIENT. The SUBRECIPIENT's aforesaid indemnity and hold harmless obligations, or portions or applications thereof, shall apply to the fullest extent permitted by law, but in no event shall they apply to liability caused by the negligence or willful misconduct of the City, its respective agents, servants, employees or officers, nor shall the liability limits set forth in 728.28, Florida Statutes, be waived.
At all times during the terms of this Agreement, the SUBRECIPIENT shall maintain in force Comprehensive General Liability Insurance, including coverage for personal injury, bodily injury, property damage, contractual liability to support the indemnification agreement contained herein. Such insurance shall be in an amount of not less than $1,000,000.00 combined single limit, and coverage shall be evidenced by a Certificate of Insurance, which must also provide documentation of workers compensation for your employees to statutory limits. The SUBRECIPIENT shall provide for thirty (30) days notice of cancellation, non-renewal, or any adverse change in coverage.

9.9 Property: Any real property under the SUBRECIPIENT's control that was acquired or improved in whole or in part with CDBG funds received from the CITY in excess of $25,000 shall be either:

a. Used to meet one of the three CDBG national objectives required by and defined in 24 CFR Part 570.208 for five years following the expiration or termination of this agreement, or for such longer period of time as determined by the CITY; or
b. Not used to meet a CDBG national objective, in which case the SUBRECIPIENT shall pay to the CITY an amount equal to the market value of the property as may be determined by the CITY, less any proportionate portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Reimbursement is not required after the period of time specified in Paragraph 9.9.a., above.

Any real property under the SUBRECIPIENT's control that was acquired or improved in whole or in part with CDBG funds from the CITY for $25,000 or less shall be disposed of,

at the expiration or termination of this contract, in accordance with instructions from the CITY.

All real property purchased in whole or in part with funds from this and previous agreements with the CITY, or transferred to the SUBRECIPIENT after being purchased in whole or in part with funds from the CITY, shall be listed in the property records of the SUBRECIPIENT and shall include a legal description, size, date of acquisition, value at time of acquisition, present market value, present condition, address or location, owner's name if different from the SUBRECIPIENT, information on the transfer or disposition of the property, and map. The property records shall describe the programmatic purpose for which the property was acquired and identify the CDBG national objective that will be met. If the property was improved, the records shall describe the programmatic purpose for which the improvements were made and identify the CDBG national objective that will be met.

All nonexpendable personal property purchased in whole or in part with funds from this and previous agreements with the CITY shall be listed in the property records of the SUBRECIPIENT and shall include a description of the property, location, model number, manufacturer's serial number, date of acquisition, funding source, unit cost at the time of acquisition, present market value, property inventory number, information on its condition, and information on transfer, replacement, or disposition of the property.
The SUBRECIPIENT shall obtain prior written approval from the CITY for the disposition of real property, expendable personal property, and nonexpendable personal property purchased in whole or in part with funds given to the SUBRECIPIENT pursuant to the terms of this agreement. The SUBRECIPIENT shall dispose of all such property in accordance with instructions from the CITY. Those instructions may require the return of all such property to the CITY.

9.10 Reversion of Assets: The SUBRECIPIENT shall return to the CITY, upon expiration or termination of this Agreement, all the assets owned or held as a result of this Agreement, including, but not limited to any funds on hand, any accounts receivable attributable to these funds, mortgages, notes, and other collateral and any overpayments due to unearned funds or costs disallowed pursuant to the terms of this Agreement that were disbursed to the SUBRECIPIENT by the CITY. The SUBRECIPIENT shall within 30 days of expiration or termination of this Agreement execute any and all documents as required by the CITY to effectuate the reversion of assets. Any funds not earned, as described and provided for in OMB A-122, by the SUBRECIPIENT prior to the expiration or termination of this Agreement shall be retained by the CITY.

9.11 Conflicts with Applicable Laws: If any provision of this agreement conflicts with any applicable law or regulation, only the conflicting provision shall be deemed by the parties hereto to be modified to be consistent with the law or regulation or to be deleted if modification is impossible. However, the obligations under this agreement, as modified, shall continue and all other provisions of this agreement shall remain in full force and effect.

9.12 Renegotiation or Modification: Modifications of provisions of the agreement shall be valid only when in writing and signed by duly authorized representatives of each party. The parties agree to renegotiate this agreement if the CITY determines, in its sole and absolute discretion, that federal, State and/or CITY revisions of any applicable laws or regulations, or increases or decreases in budget allocations make changes in this agreement necessary.

9.13 Right to Waive: The CITY may, for good and sufficient cause, as determined by the CITY in its sole and absolute discretion, waive provisions in this agreement or seek to obtain such waiver from the appropriate authority. Waiver requests from the SUBRECIPIENT shall be in writing. Any waiver shall not be construed to be a modification of this agreement.

9.14 Disputes: In the event an unresolved dispute exists between the SUBRECIPIENT and the CITY, the CITY shall refer the questions, including the views of all interested parties and the recommendation of the CITY, to the City Manager for determination. The City Manager, or an authorized representative, will issue a determination within 30 calendar days of receipt and so advise the CITY and the SUBRECIPIENT, or in the event additional time is necessary, the CITY will notify the SUBRECIPIENT within the 30 day period that additional time is necessary. The SUBRECIPIENT agrees that the City Manager's determination shall be final and binding on all parties.

9.15 Indemnification:

SUBRECIPIENT shall at all times hereafter indemnify, hold harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend CITY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, SUBRECIPIENT, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement, including, without limitation, any and all claims, losses, liabilities, expenditures, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against CITY by reason of any such claim, cause of action, or demand, SUBRECIPIENT shall, upon written notice from CITY, resist and defend such lawsuit or proceeding by counsel satisfactory to CITY or, at CITY's option, pay for an attorney selected by the City Attorney to defend CITY. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by CITY, any sums due to SUBRECIPIENT under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.

If SUBRECIPIENT uses a subcontractor, SUBRECIPIENT shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 9.15.

9.16 Public Records:

SUBRECIPIENT shall comply with all public records laws in accordance with Chapter 119, Fla. Stat. In accordance with state law, SUBRECIPIENT agrees to:

a) Keep and maintain all records that ordinarily and necessarily would be required by the CITY.
b) Provide the public with access to public records on the same terms and conditions that the CITY would provide for the records and at a cost that does not exceed the costs provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.
d) Meet all requirements for retaining public records and transfer, at no cost, to the CITY all records in possession of the SUBRECIPIENT at the termination of the

contract and destroy any public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY. All records shall be transferred to the CITY prior to final payment being made to the SUBRECIPIENT.

e) If SUBRECIPIENT does not comply with this section, the CITY shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

9.17 Inspector General:

SUBRECIPIENT is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Agreement, and may demand and obtain records and testimony from SUBRECIPIENT. SUBRECIPIENT understands and agrees that in addition to all other remedies and consequences provided by law, the failure of SUBRECIPIENT to fully cooperate with the Inspector General when requested may be deemed by the CITY to be a material breach of this Agreement.

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

WITNESSES:

LEGAL AID SOCIETY OF PALM BEACH COUNTY, INC.

_____ By:_____

Print_____

_____

Print_____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ___ day of _____, 20___, by _____, who is personally known to me.

NOTARY PUBLIC

Sign _____

Print _____

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

ATTEST:

CITY OF BOYNTON BEACH, FLORIDA

_____ By:_____

City Clerk Mayor

Approved as to form:

_____

City Attorney

LEGAL AID SOCIETY OF PALM BEACH COUNTY, INC.

423 FERN STREET, SUITE 200, WEST PALM BEACH, FL 33401

Ph: (561) 655-8944 • Fax: (561) 655-5269 • 1-800-403-9353 (South & West County ONLY)

www.legalaidpbc.org

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Administrator
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Lawrence P. Rochefort, Esq.

Second Vice-President
Robert H. Friedman, Esq.

Secretary
Scott C. Murray, Esq.

Treasurer
Jerald S. Beer, Esq.

Board of Directors
Leslie Artsis Adams
Richard M. Benrubi, Esq.
Bridget A. Berry, Esq.
Robin Bresky, Esq.
Carla Tharp Brown
Sarah Cortvriend, Esq.
Cheryl K. Crowley
Vincent F. Cuomo
Amy Devore
Howard D. DuBosar, Esq.
Karis Engle
Joseph G. Galardi, Esq.
Richard D. Greenfield
Jack P. Hill, Esq.
John Howe, Esq.
Denise Rappaport Isaacs, Esq.
Wilnar J. Julmiste, Esq.
W. Hampton Keen, Esq.
Nancy Lambrecht
Jason D. Lazarus, Esq.
Ellen S. Malasky, Esq.
J. Grier Pressly, III, Esq.
Devin S. Radkay, Esq.
Matthew Sackel, Esq.
Robert M.W. Shalhoub, Esq.
Grasford W. Smith, Esq.
Rebecca Mercier Vargas, Esq.
Gary Woodfield, Esq.

December 10, 2018

Octavia Sherrod
City Of Boynton Beach
100 East Boynton Beach Blvd.
Boynton Beach, FL 33425

Re: Scope of Services

Dear Ms. Sherrod:

Thank you for the opportunity to serve the residents of Boynton Beach under the CDBG program. I have outlined our services below:

- Legal Aid Society will provide advice, counsel, and/or representation for at least eight (8) residents of Boynton Beach with landlord tenant matters, fair housing enforcement and foreclosure prevention services.
- Legal Aid Society will conduct a minimum of three (3) workshops on landlord tenant issues, fair housing laws, or foreclosure prevention issues.

If you have any questions or require additional information, please feel free to contact our office 561-655-8944 ext. 296.

Sincerely,

Tequisha Myles
Supervising Attorney
Fair Housing and Elder Law Projects

Legal Aid Society of Palm Beach County, Inc.

Budget 2018 -2019 - FAIR HOUSING
CDBG - BOYNTON BEACH

CASES:		
8 CASES @ $475	$	3,800.00
EDUCATION & OUTREACH EVENTS:		
3 WORKSHOPS - OUTREACH @ $400	$	1,200.00
Total CDBG BOYNTON BEACH	**$**	**5,000.00**

FY 2018-2019 COMMUNITY DEVELOPMENT BLOCK GRANT

AGREEMENT between CITY OF BOYNTON BEACH

and.

PATHWAYS TO PROSPERITY

THIS AGREEMENT is entered into this _____ day of _____, 2018 between the CITY OF BOYNTON BEACH, a Florida municipal corporation, hereinafter referred to as "CITY," and PATHWAYS TO PROSPERITY hereinafter referred to as "the SUBRECIPIENT," having its principal office at 970 N. Seacrest Blvd., Boynton Beach, Florida 33435 and its Federal Tax Identification Number as 27-3550271.

W I T N E S S E T H:

WHEREAS, the CITY has entered into an Agreement with the U.S. Department of Housing and Urban Development (HUD) for a grant for the execution and implementation of a Community Development Block Grant (CDBG) Program in the CITY, pursuant to Title I of the Housing and Community Development Act of 1974 (as amended); and

WHEREAS, the CITY desires to engage the SUBRECIPIENT to implement an activity of the Boynton Beach CDBG Program;

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

ARTICLE I
DEFINITION AND PURPOSE

1. Definitions

1.1 "CDBG" means Community Development Block Grant program.

1.2 "HUD" means the U.S. Department of Housing and Urban Development.

1.3 "24 CFR" refers to the Section of the Code of Federal Regulations pertaining to the U.S. Dept. of HUD.

1.4 "Program Income" means gross income received directly generated or earned from the use of CDBG funds. Program Income includes, but is not limited to, interest earned on advances of federal funds or royalties received as a result of patents or copyrights produced under this grant.

1.5 "OMB" means Office of Management and Budget.

1.6 "Low- and Moderate-Income" means a household whose income is within specified income limits set forth by HUD.

1.7 Property:

a. "Real Property" means land, land improvements, structures, fixtures and appurtenances thereto, excluding movable machinery and equipment.
b. "Personal Property" means personal property of any kind except real property.
c. "Nonexpendable Personal Property" means tangible (i.e., physical) personal property of a non-consumable nature, with a value of $500 or more per item, with a normal expected life of one or more years, not fixed in place, and not an integral part of a structure, facility or another piece of equipment.
d. "Expendable Personal Property" means all tangible personal property other than nonexpendable property.

2. Purpose

The purpose of this Agreement is to state the covenants and conditions under which the SUBRECIPIENT will implement the Statement of Work set forth in Article II of this agreement.

ARTICLE II
STATEMENT OF WORK

The SUBRECIPIENT shall carry out the activities specified in Attachment A, "Scope of Services."

ARTICLE III
FUNDING AND METHOD OF PAYMENT

3.1 The SUBRECIPIENT agrees and accepts as full payment for eligible services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and Director of Development or designee approved expenditures and encumbrances made by the SUBRICIPIENT under this Agreement. Said service shall be performed in a manner satisfactory to CID.

3.2 The maximum amount payable by the CITY under this Agreement will be Twenty One Thousand Six Hundred Fifty-Nine Dollars and 00/100 ($21,659.00) for the period of October 1, 2018 through September 30, 2019. Further budget changes within the designated contract amount can be approved in writing by the Director of Development or designee at their discretion up to twenty percent on a cumulative basis of the contract amount during the contract period.

3.4 Release of funds is subject to the approval of the Director of Community Improvement.

ARTICLE IV
TERM OF AGREEMENT

The term of this Agreement shall be from October 1, 2018, to September 30, 2019.

ARTICLE V
SUSPENSION AND TERMINATION

5.1 Termination/Suspension of Payments/Agreement for Cause: If through any cause either party shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement or suspend payments in whole or in part by giving written notice of such termination or suspension of payments and specify the effective date of termination or suspension.

If payments are withheld, the CITY shall specify in writing the actions that must be taken by the SUBRECIPIENT as a condition precedent to resumption of payments and shall specify a reasonable date for compliance. Sufficient cause for suspension of payments shall include, but not be limited to:

a. ineffective or improper use of CDBG funds,
b. failure to comply with the Statement of Work or terms of this Agreement,
c. failure to submit reports as required,
d. submittal of materially incorrect or incomplete reports,
e. failure to comply with any additional conditions that may be imposed by HUD.

5.2 Termination for Convenience of City: The CITY may terminate this Agreement without cause at any time by giving at least ten (10) working days notice in writing to the SUBRECIPIENT. If this Agreement is terminated by the CITY as provided herein, the SUBRECIPIENT will be paid for allowable services performed under Article II of this Agreement until the effective date of the termination.

5.3 Termination for Convenience of the SUBRECIPIENT: At any time during the term of this Agreement, the SUBRECIPIENT may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the CITY. Upon termination, the SUBRECIPIENT shall be paid for services rendered pursuant to this Agreement through and including the date of termination.

ARTICLE VI
RECORDS AND REPORTS

6.1 The SUBRECIPIENT agrees to retain supporting documentation relating to activities funded by this Agreement for a period of five years after the termination of the Agreement.

6.2 The SUBRECIPIENT agrees to submit upon request other documentation which may later be determined necessary to assure compliance with this Agreement.

ARTICLE VII
PROGRAM INCOME

The SUBRECIPIENT agrees to expend CDBG funds for the purpose outlined in Article I of this Agreement. It is not anticipated that program income shall be generated from this allocation. However, such income, if generated, may be retained by the SUBRECIPIENT and used for costs that are in addition to the approved costs of this agreement, provided that such costs specifically further the objectives of this agreement. Under no circumstances shall the SUBRECIPIENT use program income to pay for charges or expenses that are specifically not allowed pursuant to the terms of this agreement and applicable federal regulations or rules. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504.

ARTICLE VIII
PUBLICITY

The SUBRECIPIENT shall ensure that all publicity, public relations, advertisements and signs, recognize the CITY and the CDBG Program for the support of all contracted activities. The use of the official CITY logo is permissible, but all signs used to publicize CITY contracted activities must be approved by the CITY prior to being posted.

ARTICLE IX
GENERAL CONDITIONS

9.1 Federal, State, County and CITY Laws and Regulations: The SUBRECIPIENT shall comply with applicable provisions of applicable federal, state, County, and CITY laws, regulations and rules, including OMB A-122, OMB A-21, OMB A-133.

The SUBRECIPIENT shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap; Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, or national origin; the Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; Title VIII of the Civil Rights Act of 1968, as amended, and Executive Order 11063 which prohibits discrimination in housing on the basis of race, color, religion, sex, or national origin; Executive Order 11246, as amended which requires equal employment opportunity; and with the Energy Policy, amended and Conservation Act (Pub.L 94-163) which requires mandatory standards and policies relating to energy efficiency.

The SUBRECIPIENT shall report its compliance with Section 504 of the Rehabilitation Act whenever so requested by the CITY. The SUBRECIPIENT shall comply with all applicable requirements of the Americans with Disabilities Act (ADA) of 1990, including, but not limited to, those provisions pertaining to employment, program services, transportation, communications, access to facilities, renovations, and new construction.

The SUBRECIPIENT shall comply with all federal laws and regulations pertaining to environmental standards described in 24 CFR Subpart K, except that:

a. The SUBRECIPIENT does not assume the CITY's environmental responsibilities described at 570.604, and
b. The SUBRECIPIENT does not assume the CITY's responsibility for initiating the review process under the provisions of 24 CFR part 52.

9.2 Opportunities for Residents and Civil Rights Compliance: The SUBRECIPIENT agrees that no person shall on the grounds of race, color, national origin, religion, or sex be excluded from the benefits of, or be subjected to, discrimination under any activity carried out by the performance of this Agreement. To the greatest feasible extent, lower-income residents of the project areas shall be given opportunities for training and employment; and to the greatest feasible extent, eligible business concerns located in or owned in substantial part by persons residing in the project areas shall be awarded contracts in connection with the project.

9.3 Evaluation and Monitoring: The SUBRECIPIENT agrees that the CITY will carry out periodic monitoring and evaluation activities as determined necessary and that the continuation and/or renewal of this Agreement is dependent upon satisfactory evaluation conclusions. Such evaluations will be based on the terms of this Agreement, comparisons of planned versus actual progress relating to activity scheduling, budgets, audit reports, and output measures. The SUBRECIPIENT agrees to furnish upon request to the CITY and make copies of transcriptions of such records and information as is determined necessary by the CITY. The SUBRECIPIENT shall submit on a schedule set by the CITY and at other times upon request, information and status reports required by the CITY to enable the evaluation of said progress and to allow for completion of reports required of the CITY by HUD. The SUBRECIPIENT shall allow the CITY or HUD to monitor its agency on site. Such site visits may be scheduled or unscheduled as determined by the CITY or HUD.

9.4 Audits: Nonprofit organizations that expend $750,000 or more annually in federal awards shall have a single or program specific audit conducted accordance with OMB A-133. Nonprofit organizations that expend less than $750,000 annually in federal awards shall be exempt from an audit conducted in accordance with OMB A-133, although their records must be available for review. These agencies are required by the CITY to submit "reduced scope" audits (e.g., financial audits, performance audits). Each audit shall cover a time period of not more than 12 months and an audit shall be submitted covering each assisted period until all the assistance received from this agreement has been reported on. A copy of the audit report must be received by the CITY no later than six months following each audit period.

The SUBRECIPIENT shall maintain all records in accordance with generally accepted accounting principles, procedures, and practices which shall sufficiently and properly reflect all revenues and expenditures of funds provided directly or indirectly by the CITY pursuant to the terms of this agreement.

9.5 Uniform Administrative Requirements: The SUBRECIPIENT agrees to maintain books, records and documents in accordance with accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by the CITY under this Agreement. The SUBRECIPIENT is required to comply with the following uniform administrative requirements:

a. Specific provisions of the uniform administrative requirements of OMB Circular A-110, as implemented at 24 CFR Part 84, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations."
b. OMB Circular A-122 "Cost Principles for Non-Profit Organizations" (a list of allowable and unallowable costs appears in Attachment B).
c. Applicable provisions of 24 CFR 570.502.

9.6 Lobbying Prohibition: The SUBRECIPIENT shall certify that no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal Agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any federal Agreement, grant, loan, or cooperative Agreement.

The SUBRECIPIENT shall disclose to the CITY if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Agreement.

9.7 Section 3 Requirements: The SUBRECIPIENT agrees to comply with all Section 3 requirements applicable to contracts funded through this Agreement. Information on Section 3 is available from the CITY upon request. The SUBRECIPIENT shall include the following, referred to as the Section 3 Clause, in every solicitation and every contract for every Section 3 covered project:

Section 3 Clause

a. The work to be performed under this agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b. The parties to this agreement agree to comply with HUD's requirements in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this agreement, the parties to this agreement certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

c. The SUBRECIPIENT agrees to send to each labor organization or representative of workers with which the SUBRECIPIENT has a collective bargaining Agreement or other understanding, if any, a notice advising the labor organization or workers representative of the SUBRECIPIENT's commitment under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

d. The SUBRECIPIENT agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations

in 24 CFR Part 135. The SUBRECIPIENT will not subcontract with any subcontractor where the SUBRECIPIENT has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

e. The SUBRECIPIENT will certify that any vacant employment positions, including training positions, that are filled (1) after the SUBRECIPIENT is selected but before the contract is executed and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the SUBRECIPIENT's obligations under 24 CFR Part 135.

f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

9.8 Insurance: The SUBRECIPIENT recognizes that it is an independent Contractor and stipulates or implies no affiliation between itself and the City. The SUBRICIPIENT shall indemnify and save the City harmless from any and all claims, losses, damages and causes of actions which may arise out of the performance of this Agreement, including costs and expenses for or on account of any or all suits actual or threatened. The SUBRICIPIENT shall pay all claims and losses of any nature whatsoever in connection therewith including costs and attorney's fees, and shall defend all suits relating to this Agreement, and shall pay all costs and judgments which may result. In particular, the SUBRICIPIENT will hold the City harmless and will indemnify the City for funds which the City is obligated to refund the Federal Government arising out of the conduct of activities and administration of the SUBRECIPIENT. The SUBRECIPIENT's aforesaid indemnity and hold harmless obligations, or portions or applications thereof, shall apply to the fullest extent permitted by law, but in no event shall they apply to liability caused by the negligence or willful misconduct of the City, its respective agents, servants, employees or officers, nor shall the liability limits set forth in 768.28, Florida Statutes, be waived.

At all times during the terms of this Agreement, The SUBRECIPIENT shall maintain in force Comprehensive General Liability Insurance, including coverage for personal injury, bodily injury, property damage and contractual liability to support the indemnification agreement contained herein. Such insurance shall be in an amount of not less than $1,000,000.00 combined single limit, and coverage shall be evidenced by a Certificate of Insurance, which must also provide documentation of workers compensation for your employees to statutory limits. The SUBRICIPIENT shall provide thirty (30) days' notice of cancellation, non-renewal, or any adverse change in coverage.

9.9 Property: Any real property under the SUBRECIPIENT's control that was acquired or improved in whole or in part with CDBG funds received from the CITY in excess of $25,000 shall be either:

a. Used to meet one of the three CDBG national objectives required by and defined in 24 CFR Part 570.208 for five years following the expiration or termination of this agreement, or for such longer period of time as determined by the CITY; or

b. Not used to meet a CDBG national objective, in which case the SUBRECIPIENT shall pay to the CITY an amount equal to the market value of the property as may be determined by the CITY, less any proportionate portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Reimbursement is not required after the period of time specified in Paragraph 9.9.a., above.

Any real property under the SUBRECIPIENT's control that was acquired or improved in whole or in part with CDBG funds from the CITY for $25,000 or less shall be disposed of, at the expiration or termination of this contract, in accordance with instructions from the CITY.

All real property purchased in whole or in part with funds from this and previous agreements with the CITY, or transferred to the SUBRECIPIENT after being purchased in whole or in part with funds from the CITY, shall be listed in the property records of the SUBRECIPIENT and shall include a legal description, size, date of acquisition, value at time of acquisition, present market value, present condition, address or location, owner's name if different from the SUBRECIPIENT, information on the transfer or disposition of the property, and map. The property records shall describe the programmatic purpose for which the property was acquired and identify the CDBG national objective that will be met. If the property was improved, the records shall describe the programmatic purpose for which the improvements were made and identify the CDBG national objective that will be met.

All nonexpendable personal property purchased in whole or in part with funds from this and previous agreements with the CITY shall be listed in the property records of the SUBRECIPIENT and shall include a description of the property, location, model number, manufacturer's serial number, date of acquisition, funding source, unit cost at the time of acquisition, present market value, property inventory number, information on its condition, and information on transfer, replacement, or disposition of the property.
The SUBRECIPIENT shall obtain prior written approval from the CITY for the disposition of real property, expendable personal property, and nonexpendable personal property purchased in whole or in part with funds given to the SUBRECIPIENT pursuant to the terms of this agreement. The SUBRECIPIENT shall dispose of all such property in accordance with instructions from the CITY. Those instructions may require the return of all such property to the CITY.

9.10 Reversion of Assets: The SUBRECIPIENT shall return to the CITY, upon expiration or termination of this Agreement, all the assets owned or held as a result of this Agreement, including, but not limited to any funds on hand, any accounts receivable attributable to these funds, mortgages, notes, and other collateral and any overpayments due to unearned funds or costs disallowed pursuant to the terms of this Agreement that were disbursed to the SUBRECIPIENT by the CITY. The SUBRECIPIENT shall within 30 days of expiration or termination of this Agreement execute any and all documents as required by the CITY to effectuate the reversion of assets. Any funds not earned, as described and provided for in OMB A-122, by the SUBRECIPIENT prior to the expiration or termination of this Agreement shall be retained by the CITY.

9.11 Conflicts with Applicable Laws: If any provision of this agreement conflicts with any applicable law or regulation, only the conflicting provision shall be deemed by the parties hereto to be modified to be consistent with the law or regulation or to be deleted if modification is impossible. However, the obligations under this agreement, as modified, shall continue and all other provisions of this agreement shall remain in full force and effect.

9.12 Renegotiation or Modification: Modifications of provisions of the agreement shall be valid only when in writing and signed by duly authorized representatives of each party. The parties agree to renegotiate this agreement if the CITY determines, in its sole and absolute discretion, that federal, State and/or CITY revisions of any applicable laws or regulations,

or increases or decreases in budget allocations make changes in this agreement necessary.

9.13 Right to Waive: The CITY may, for good and sufficient cause, as determined by the CITY in its sole and absolute discretion, waive provisions in this agreement or seek to obtain such waiver from the appropriate authority. Waiver requests from the SUBRECIPIENT shall be in writing. Any waiver shall not be construed to be a modification of this agreement.

9.14 Disputes: In the event an unresolved dispute exists between the SUBRECIPIENT and the CITY, the CITY shall refer the questions, including the views of all interested parties and the recommendation of the CITY, to the City Manager for determination. The City Manager, or an authorized representative, will issue a determination within 30 calendar days of receipt and so advise the CITY and the SUBRECIPIENT, or in the event additional time is necessary, the CITY will notify the SUBRECIPIENT within the 30 day period that additional time is necessary. The SUBRECIPIENT agrees that the City Manager's determination shall be final and binding on all parties.

9.15 Indemnification:

SUBRECIPIENT shall at all times hereafter indemnify, hold harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend CITY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, SUBRECIPIENT, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement, including, without limitation, any and all claims, losses, liabilities, expenditures, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against CITY by reason of any such claim, cause of action, or demand, SUBRECIPIENT shall, upon written notice from CITY, resist and defend such lawsuit or proceeding by counsel satisfactory to CITY or, at CITY's option, pay for an attorney selected by the City Attorney to defend CITY. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by CITY, any sums due to SUBRECIPIENT under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.

If SUBRECIPIENT uses a subcontractor, SUBRECIPIENT shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 9.15.

9.16 Public Records:

SUBRECIPIENT shall comply with all public records laws in accordance with Chapter 119, Fla. Stat. In accordance with state law, SUBRECIPIENT agrees to:

a) Keep and maintain all records that ordinarily and necessarily would be required by the CITY.
b) Provide the public with access to public records on the same terms and conditions that the CITY would provide for the records and at a cost that does not exceed the costs provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.

d) Meet all requirements for retaining public records and transfer, at no cost, to the CITY all records in possession of the SUBRECIPIENT at the termination of the contract and destroy any public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY. All records shall be transferred to the CITY prior to final payment being made to the SUBRECIPIENT.

e) If SUBRECIPIENT does not comply with this section, the CITY shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

9.17 Inspector General:

SUBRECIPIENT is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Agreement, and may demand and obtain records and testimony from SUBRECIPIENT. SUBRECIPIENT understands and agrees that in addition to all other remedies and consequences provided by law, the failure of SUBRECIPIENT to fully cooperate with the Inspector General when requested may be deemed by the CITY to be a material breach of this Agreement.

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

WITNESSES:

PATHWAYS TO PROSPERITY.

_____
Print_____

By:_____

_____
Print_____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ___ day of _____, 20___, by _____, who is personally known to me.

NOTARY PUBLIC

Sign _____

Print _____

Personally Known _____ OR Produced Identification _____
Type of Identification Produced: _____

ATTEST:

CITY OF BOYNTON BEACH, FLORIDA

_____
City Clerk

By:_____
Mayor

Approved as to form:

_____
City Attorney

CIRCLES PALM BEACH COUNTY
BOYNTON BEACH
WORK NARRATIVE

I. The Agency agrees, within the time line of October 1, 2018 through September 30, 2019, to provide the following services:

A. Interview and Recruit Circle Leaders
B. Begin Circle Leader Training Classes (12-15 weeks)
C. Recruit & Train Allies (Volunteer Mentors)
D. Circle Leader Graduation Ceremony
E. Circle Leader and Ally Matching Training
F. Host Weekly Meetings

II. The City Agrees to:

A. Reimburse the Agency for the following budget items:
Salaries..... $21,659.00

TOTAL..... $21,659.00

A. Provide technical assistance to ensure compliance with CID, U.S. HUD and applicable Federal, State and City regulations to this Agreement.

B. Provide overall administration and coordination activities to ensure that planned activities are completed in a timely manner.

C. Monitor the Agency at any time during the term of this Agreement. Visits may be scheduled or unscheduled as determined by CID, be conducted by CID staff or its contractor, and will ensure compliance with U.S. HUD regulations, that planned activities are conducted in a timely manner and verify the accuracy of reporting to CID on program activities.

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 12/18/2018

REQUESTED ACTION BY COMMISSION:
Approve issuing an annual blanket purchase order to GL Staffing of Lake Park, FL for temporary labor services in the amount of $80,000 utilizing the Town of Palm Beach Bid No. 2018-33 for Temporary Labor Services. The Town of Palm Beach's procurement process satisfies the City's competitive bid requirements.

EXPLANATION OF REQUEST:
Time Period: July 10, 2018 - July 9, 2023

As part of the Public Works Department operational strategy the Department uses temp labor to supplement staff for various activities such as, special events, during staff turnover, special projects, during peak growing season, refuse & recycling pick up, etc. The necessity to have temp laborers available on an as needed basis is imperative in order to complete daily operations.

Public Works requests an annual blanket piggybacking the Town of Palm Beach Bid No. 2018-33 with GL Staffing the secondary vendor in the amount of $80,000. In order to utilize the Town of Palm Beach Contract the City must receive authorization from it's vendor. Hence the City was unable to obtain approval from the primary vendor Labor Max Staffing, but was able to secure approval from the secondary vendor GL Staffing.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? By utilizing temp labor it will provide the Public Works Department the necessary staff to complete daily tasks and to provide assistance to all divisions when needed.

FISCAL IMPACT: Budgeted
Funded in the various Public Works Divisions account #'s:

Parks and Grounds 001-2730-572-49-17
Facilities 001-2511-519-49-17
Streets 001-2512-541-49-17
Solid Waste 431-2515-534-49-17
Fleet 501-2516-519-49-17

ALTERNATIVES: None

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

CONTRACTS

VENDOR NAME: GL Staffing

START DATE: 7/10/2018

END DATE: 7/9/2019

CONTRACT VALUE:

MINORITY OWNED CONTRACTOR?: No

EXTENSION AVAILABLE?: Yes

EXTENSION EXPLANATION:

Option for renewal will only be exercised upon written mutual agreement and with all original terms, conditions and pricing with no other deviations.

ATTACHMENTS:

Type	Description
Contract	Agenda Attachment - Town of Palm Beach Authorization Letter & Contract
Other	Agenda Attachment - GL Staffing - Authorization Email
Other	Agenda Attachment - Labor Max Staffing - Email Refusal

Greco-Arencibia, Adrianna

From: John Cmar <JCmar@TownofPalmBeach.com>
Sent: Friday, November 30, 2018 9:36 AM
To: Greco-Arencibia, Adrianna
Cc: Eric Shibley; Eugene Bitteker; Duke Basha
Subject: RE: Bid No. 2018-33 - Temporary Labor Services
Attachments: BID 2018-33 Temporary Labor Services.pdf; Bid No. 2018-33 - Temporary Labor Services - Addendum 1.pdf; Bid No. 2018-33 - TEMPORARY LABOR SERVICES - BID TABULATION FINAL.pdf; Bid No. 2018-33 - TEMPORARY LABOR SERVICES - BID TABULATION FINAL Award By Vendor.pdf; Resolution 092-2018 Awarding Purchase Order - Labor Max.pdf; 1._TC_Memo-_Award_a_Contract_for_Temporary_Labor_Services.pdf

Adrianna,

Good morning...

For this solicitation we awarded primary, secondary, and tertiary vendors. However, we've only authorized a purchase order for the primary, LaborMax Staffing, at this time. Attached are the bid document (and Addendum), bid tabulation, tabulation of award by vendor, Town Council Resolution, and Town Council Award Memo.

The City of Boynton Beach is welcome to utilize this award if agreed to by the vendor(s).

Please let us know if you need anything further.

John Cmar
Purchasing Coordinator

Town of Palm Beach
Purchasing Division
951 Okeechobee Road, Suite 'D'
West Palm Beach, FL 33401
Phone: 561-227-7002
Fax: 561-835-4688
www.townofpalmbeach.com

From: Greco-Arencibia, Adrianna <Greco-ArencibiaA@bbfl.us>
Sent: Friday, November 30, 2018 7:13 AM
To: John Cmar <JCmar@TownofPalmBeach.com>; Eric Shibley <eshibley@TownOfPalmBeach.com>; Eugene Bitteker <EBitteker@TownofPalmBeach.com>
Subject: Bid No. 2018-33 - Temporary Labor Services
Importance: High

Good morning,

My name is Adrianna with the City of Boynton Beach. We are looking to piggyback off a temporary labor services contract. I saw that you put out the above bid in April and we would like to retrieve a copy of the awarded contract. Would you be able to send me a copy of the awarded contract with pricing? And, if it meets our needs could you authorize us to piggyback the contract?

Please let me know if you have any questions or if I may need to contact someone else. Thank you

Adrianna Greco-Arencibia
Assistant to Director
Public Works / Solid Waste
Mailing Address: P.O. Box 310 | Boynton Beach, Florida 33425
Physical Address: 222 N.E. 9th Ave. | Boynton Beach, Florida 33435
561-742-6596 | 561-742-6211
Greco-ArencibiaA@bbfl.us | boynton-beach.org/

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.

Please be advised that under Florida law, e-mails and e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact the Town of Palm Beach by phone at (561) 838-5400, or in writing: 360 S. County RD, Palm Beach, FL 33480.

TOWN OF PALM BEACH

INVITATION TO BID NO. 2018-33

TEMPORARY LABOR SERVICES FOR THE TOWN OF PALM BEACH

Event	Date
Date ITB Issued	April 15, 2018
Non-Mandatory Pre-Bid Meeting or Site Visit	April 25, 2018
Due date for bidder questions	Until seven (7) days prior to the submittal date
Due date for bidder responses	Until five (5) days prior to the submittal date
ITB Due Date	May 15, 2018
Start Date	On or before July 1, 2018

BID CONTACT: Dean Mealy, II

No phone inquiries will be accepted. All correspondence shall be directed to the purchasing division via email to solicitations@TownofPalmBeach.com or Fax (561) 835-4688.

Purchasing Division

* *

FINANCE DEPARTMENT

* *

TOWN OF PALM BEACH

BID NO. 2018-33

TEMPORARY LABOR SERVICES

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TOWN OF PALM BEACH

Advertisement for Bids

BID NO. 2018-33

TEMPORARY LABOR SERVICES

The Town of Palm Beach, Florida, at the Purchasing Office, 951 Okeechobee Road, Suite "D", West Palm Beach, FL 33401, will receive sealed bids for TEMPORARY LABOR SERVICES until May 15, 2018 at 2:00 P.M. Bidders may elect to submit the bid electronically through Public Purchase, which can be accessed from the Public Purchase site.

At that time all bids will be publicly opened and read aloud. Any bid received after the designated closing time will be returned unopened.

A non-mandatory pre-bid meeting will be held at **10:00 AM on April 25, 2018** at the Public Works Facility, located at 951 Okeechobee Road, West Palm Beach, FL 33401. Attendance is strongly encouraged as this will be the only forum to seek clarification from Town staff. After the Bid has been awarded, no extra-charge or compensation will be allowed as a result of failure to attend the conference and resulting site visit.

An **original and two (2) copies** of the proposal shall be submitted in sealed envelopes/packages addressed to Purchasing Division, Town of Palm Beach, Florida, and marked "**Bid NO. 2018-33 – TEMPORARY LABOR SERVICES**". Companies desiring a copy of the Invitation to Bid may obtain such documents from the Town's website at www.townofpalmbeach.com, (click "Doing Business," click "Bids and Requests for Proposals" and follow the instructions). For further information, contact the Purchasing Office, 951 Okeechobee Road, Suite D, West Palm Beach, FL 33401, Telephone (561) 838-5406.

The Town reserves the right to accept or reject any and all bids and to waive any technicalities or irregularities therein. The Town further reserves the right to award the contract to that bidder whose proposal best complies with the bid specification. No bidder may withdraw their bid for a period of ninety (90) days from the date set for the opening thereof.

Dean Mealy, II
Purchasing Manager

Dated: **April 15, 2018**
April 22, 2018

Published: **Palm Beach Post**
DemandStar
Public Purchase

TOWN OF PALM BEACH

BID NO. 2018-33

TEMPORARY LABOR SERVICES

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

1. GENERAL INFORMATION

These documents constitute the complete set of specification requirements and bid forms. Bid Proposal response is to be filled in, signed, sealed and mailed or presented to the Purchasing Division on or before the specified date and time. **Bidders may elect to submit the bid electronically through Public Purchase which can be accessed from the Public Purchase site.**

It is sole responsibility of the bidder to ensure that his/her bid reaches the Purchasing Division on or before the closing date and time. The TOWN shall in no way be responsible for delays caused by any other occurrence. Offers by telephone, telegram or facsimile will not be accepted.

The bid time must be and shall be scrupulously observed. Under no circumstances will bids delivered after the time specified be considered. Such bids shall be returned to the vendor unopened.

All bids must be typewritten or written in ink, and must be signed in ink by an officer or employee having authority to bind the company or firm.

Bidders shall not be allowed to modify their bids after the opening date and time. Bid files may be examined during normal working hours, after bid opening, by appointment only.

For information concerning this bid, please contact Purchasing Division via email: solicitations@TownofPalmBeach.com or via Fax **(561) 835-4688**.

2. PRICE/DELIVERY

Price quoted must be the price for new merchandise and free from defects. Any bids containing modifying or "escalator" clauses will not be considered unless specifically requested in the bid specifications.

"Acceptance" as herein used means the acceptance by Town of Palm Beach, herein referred to as TOWN, after the Purchasing Agent or his authorized agent has, by inspection or test of such items, determined that they fully comply with specifications.

Deliveries of all items shall be made as soon as possible. In the appropriate blank on the bid form, the vendor must indicate the best delivery date after receipt of order (ARO). Deliveries resulting from this bid are to be made during the normal working hours of the TOWN. Time is of the essence and the bidder's delivery date must be specified and adhered to. Should the bidder, to whom the order or contract is awarded, fail to deliver on or before his/her stated date, the TOWN reserves the right to CANCEL the order or contract and make the purchase elsewhere. The successful bidder(s) shall be responsible for making any and all claims against carriers for missing or damaged items.

3. FEDERAL AND STATE TAX

TOWN is exempt from Federal and State Taxes for tangible personal property. The Purchasing Agent will sign an exemption certificate submitted by the successful bidder. Vendors or contractors doing business with the TOWN shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the TOWN, nor shall any said vendor or contractor be authorized to use the Town's tax exemption number in securing such materials.

4. ACCEPTANCE / REJECTION

TOWN reserves the right to accept or to reject any or all bids and make the award to that bidder, who in the opinion of the TOWN will be in the best interest of and/or the most advantageous to the TOWN. TOWN also reserves the right to reject the bid of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who is not in a position to perform properly under this award. TOWN reserves the right to waive any irregularities and technicalities and may, at its discretion, request a re-bid.

5. ALTERNATIVES / APPROVED EQUAL / DEVIATIONS

Unless otherwise specified, the mention of the particular manufacturer's brand name or number in the specifications does not imply that this particular product is the only one that will be considered for purchase. This reference is intended solely to designate the type or quality of merchandise that will be acceptable. Alternate offers will be considered and must include descriptive literature and/or specifications. Failure to provide descriptive literature and/or specifications with alternate offers may be cause for disqualification of the bid.

The TOWN shall make the determination as to whether any alternate product or service is or is not equal, and such determination shall be final and binding upon all bidders.

When an item is marked "No Substitutions" alternates or equivalents will not be accepted.

The bidder shall be responsible for reading carefully, and understanding completely, the requirements and specifications of the items bid upon. Any deviation from specifications listed herein must be clearly indicated, otherwise it will be considered that items offered are in strict compliance with these specifications, and the successful bidder will be held responsible. Therefore, deviations must be explained in detail on an attached sheet(s) and itemized by number. Any item(s) that do not meet the TOWN specifications upon delivery will not be accepted and if the item cannot be brought up to specifications in a reasonable time (reasonable time as determined by TOWN), the bidder will be required to compensate the TOWN for difference in price incurred from going to the next low bidder.

6. NO BID

Where more than one item is listed, any items not bid upon shall be indicated "NO BID." If no items are bid on, the "Statement of NO BID" should be returned, with the envelope plainly marked "NO BID" and with the bid number. Failure to do so will be an indication that the bidder does not wish to be considered for future bids.

7. CONFLICT OF INTEREST

The award is subject to provisions of State Statutes and Town Ordinances. All bidders must disclose with their bid the name of any officer, director or agent who is also an employee of the TOWN. Further, all bidders must disclose the name of any Town employee who owns, directly or indirectly, an interest in the bidder's firm or any of its branches.

8. LEGAL REQUIREMENTS

Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility.

(a) Vendors doing business with the TOWN are prohibited from discriminating against any employee, applicant or client because of race, creed, color, national origin, sex, age or non-disqualifying physical or mental disability, with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

(b) Identical Tie Bids/Proposals shall be awarded in accordance with the preference established in Section 287.087, Florida Statutes, to a vendor submitting the attached Drug-Free Workplace Certification form properly completed and certified. In the event that tie bids are received either from vendors who have all submitted a Drug-Free Workplace Certification or none of whom who have submitted such certification, the award will be made in accordance with TOWN purchasing procedures pertaining to tie bids.

(c) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity, crime may not submit a bid on a contract to provide any goods or services to a public entity may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO (Currently $25,000) for a period of 36 months from the date of being placed on the convicted vendor list.

9. UNIFORM COMMERCIAL CODE

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded contractor/vendor and the TOWN for any terms and conditions not specifically stated in the Invitation to Bid.

10. MISTAKES

In the event of extension error(s) the unit price will prevail and the bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the bidder's total will be corrected accordingly. If there is a difference between the written price and the numerical price, the written price shall prevail. Bidders must check their bid proposal where applicable. Failure to do so will be at the bidder's risk. Bids having erasures or corrections must be initialed in ink by the bidder.

11. AVAILABILITY OF FUNDS

The obligations of the TOWN under this award are subject to the availability of funds lawfully appropriated for its purpose by the Town Council.

12. EEO STATEMENT

TOWN is committed to assuring equal opportunity in the award of contracts and, therefore, complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, sex, age and non-disqualifying physical or mental disability.

13. BID TABULATION

Bidders desiring a copy of the bid tabulation of the Invitation to Bid may obtain them by going to the Town's website at www.townofpalmbeach.com, (click "Doing Business" click "Sealed Bids/Requests for Proposals" and follow the instructions).

14. BID FORMS

All bid proposals must be submitted on our standard Invitation to Bid form. Bid proposals on vendor quotation forms will not be accepted.

15. CONTRACTUAL AGREEMENT

This Invitation to Bid shall be included and incorporated in the final award. The order of contractual precedence will be the purchase order or price agreement bid document (original Terms and Conditions) and response. Any and all legal action necessary to enforce the award will be held in Palm Beach County and the contractual obligations will be interpreted according to the laws of Florida. Any additional contract or agreement requested for consideration by vendor must be enclosed as part of the bid response.

16. INFORMATION

Any questions by prospective vendors should be directed to the Purchasing Division contact, noted on page no. 3, who is authorized only to direct inquiries to various portions of the bid so bidders may read and interpret such for themselves. No authorization is allowed by Purchasing personnel to interpret, or give information as to bid requirements in addition to that, which is contained in the original bid document. Interpretation of the bid or additional information as to its requirements, where necessary, shall be communicated to bidders only by written addendum.

17. PRICES QUOTED

Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety days (90) days from the date of bid opening or time stated in Special Conditions.

18. PAYMENT

Payment will be made by the TOWN after commodities/services have been received, accepted and properly invoiced as indicated in contract and/or order. Invoices must bear the order number. Payment shall be made within 30 days of such acceptance.

The Town of Palm Beach shall issue direct payments (ACH) or purchasing card for payment of all invoices with the goal of a greener footprint.

19. DISCOUNT

Bidders may offer a discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost for bid evaluation purposes unless otherwise specified in Special Conditions. Bidders should reflect any discounts to be considered in the bid evaluation in the unit prices bid.

.20. CERTIFICATIONS

Not applicable to this Bid.

21. LICENSES AND PERMITS

Not applicable to this Bid.

22. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

Bidder certifies that all material, equipment, etc., contained in his/her bid meets all O.S.H.A. requirements. Bidder further certifies that, if he/she is the successful bidder, and the material, equipment, etc., delivered is subsequently found to be deficient in any O.S.H.A requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the bidder.

23. MATERIAL SAFETY DATA SHEET

Not applicable to Bid.

24. SAFETY REGULATIONS

Not Applicable to Bid.

25. CODES AND REGULATIONS

Not applicable to this Bid.

26. INDEMNIFICATION

To the fullest extent allowed by law the Contractor shall protect, defend, reimburse, indemnify and hold harmless the Town of Palm Beach, and the Town's officers, agents, employees free and harmless from and against any and all claims, losses, penalties, damages, settlements, costs, charges, attorneys or other professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, cause or causes of action of very kind and character in connection with, or arising directly or indirectly out of or related to this Contract and

the Work performed hereunder. Without limiting the generality of the foregoing, Contractor's Indemnity shall include all claims, damages, losses, or expense arising out of or related to personal injury, death, damages to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright, proprietary information, or applications of any thereof, or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or order of any court. Contractor agrees to investigate, respond, adjust and provide a defense for all and any such claims, demands and actions at Contractor's sole expense and agrees to bear and remain liable for all such other costs and expenses relating thereto, even if such claim is groundless, false or fraudulent. Notwithstanding the foregoing, Contractor's Indemnity shall not extend to liability for damages to persons or property to the extent such damage was caused by any act, omission, or default of the Town, or by the Town's officers, agents and employees.

Contractor acknowledges and agrees that TOWN would not enter into a contract without this indemnification of TOWN by Contractor, and that TOWN'S entering into a contract shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of the Contract. Nothing in this Contract shall be construed to affect in any way the TOWN'S rights, privileges, and immunities as set forth in Florida Statutes 768.28.

Remainder of Page Left Blank Intentionally.

BID NO. 2018-33

TEMPORARY LABOR SERVICES

SPECIAL TERMS AND CONDITIONS

1. ADDENDUMS

The Purchasing Office will receive written requests for clarification concerning the meaning or interpretations of the bid, until **seven (7)** days prior to the submittal date; requests may be sent via email to solicitations@townofpalmbeach.com or via facsimile to (561) 835-4688. Town personnel are authorized only to direct the attention of prospective proposers to various portions of the bid so that they may read and interpret such for themselves. No employee of the Town is authorized to interpret any portion of this bid or give information as to the requirements of the bid in addition to what is contained in the written bid documents.

The Town may record its response to inquiries and any supplemental instructions in the form of written addenda. Written addenda may be provided up to **five (5)** calendar days before the date fixed for receiving the bids. Any oral explanation(s) given before the bid opening will not be binding.

2. TOWN CONTRACT COORDINATOR

The Town of Palm Beach shall designate a Contract Coordinator who shall act on behalf of the Town with respect to monitoring contractor performance under this contract.

The administration of this contract is vested in the Contract Coordinator. The Contract Coordinator shall have complete authority to require the Contractor to comply with all provisions of this Contract. However, the provisions of this Contract shall not be altered, waived or revoked by the Contract Coordinator.

The Contract Coordinator principal duties shall be:

A. Liaison with Contractor.
B. Coordinate and approve all work under the contract.
C. Resolve any disputes.
D. Assures consistency and quality of Contractor's performance.
E. Schedule and conduct Contractor performance evaluations and document findings.
F. Review and approve for payment all invoices for work performed or items delivered.

3. PRE-BID CONFERENCE (NON-MANDATORY)

All interested Proposers are invited to attend a non-mandatory **Pre-Bid Conference on April 25, 2018 at 10:00 A.M. in the Public Works Meeting Room, located at 951 Okeechobee Road, West Palm Beach, FL, 33401**. At that time, the Town's representatives will be available to answer questions relative to this Request for Proposal. Any modifications may be presented in writing to, or discussed with the Town's representative(s) as possible amendments to the Bid document.

Bidders should visually inspect the sites where the services are to be performed. Bidders are advised to make a thorough inspection of the extent of work. Failure to visually inspect the sites shall be at bidder's risk. After bid has been awarded, no extra charge or compensation will be allowed by the Town as a result of differences between actual materials and labor, unless by reason of unforeseeable causes beyond his control and without fault or negligence, including, but not restricted to acts of God or neglect of any other contractor. Submission of a bid will be considered evidence that the bidder has familiarized himself with the nature and extent of work, and the equipment, materials and labor required.

It is the intention of the Town to purchase the services as specified herein from a source of supply that will give prompt and convenient service. Any failure of a successful bidder to comply with these conditions may be cause for terminating any resulting contract immediately upon notice by the Town. The Town reserves the right to obtain these services from other sources, when necessary, should a successful bidder be unable to perform on a timely basis and such delay may cause harm to the Town or its residents.

4. QUALIFICATION OF BIDDERS

This bid shall be awarded only to a responsible bidder, qualified to provide the work specified. The bidder shall submit the following information with their proposal:

A. Experience record, showing the bidder's training and experience in similar work.
B. Reference list and brief description of similar work satisfactorily completed with location, dates of contracts, names, addresses and phone numbers of owners/principals.
C. Specify the number of employees available to perform the requirements of this contract, both workers and supervisors. The awarded contractor is required to have a sufficient number of employees to complete the work in the time specified under the Scope of Services section of this bid document.
D. Specify list of currently owned and operated equipment that would be utilized in fulfilling the requirements of this contract.
E. List any licenses, permits or certifications, etc. that you hold for performing this type of work.
F. Provide Bidder's Qualification Form complete with Tax Receipt and W-9.
G. Give notice that insurance requirements can be met. The insurance requirement designated in this bid indicates the minimum coverage required for the scope of work, as determined by the Office of Risk Management. Proposer shall provide verification of compliance, such as a Certificate of Insurance (COI) or a letter of verification from the Vendor's insurance agent/broker, which states the ability of the Vendor to meet the requirements upon award. If not provided with the bid, the COI must be submitted within three business days of Town's request. Bidder may be deemed non-responsive for failure to fully comply within stated timeframe. Final award shall be subject to receipt and acceptance by the Town of proof of meeting all insurance requirements of the bid.

Failure to submit the above requested information may be cause for rejection of your bid.

5. COMPETENCY OF BIDDERS

Pre-award inspection of the bidder's facility may be made prior to award of Contract. Bids will be considered only from firms which are regularly engaged in the business of providing services as described in this Bid and who can provide evidence that they have established a satisfactory record of performance and a sufficient delivery fleet to insure satisfactory execution of the services under the terms and conditions herein stated. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the proper authorities of the Town.

6. CERTIFICATION AND/OR LICENSES

Bidders shall hold a current license which shows that a principal in the firm or an employee is certified to perform these services. This Certification shall be current at all times during the duration of this contract. Bidders should provide, with their bid, a copy of all current licenses. If not provided with your bid, they must be submitted within three (3) business days of the Town's request.

Bidder must hold a current tax receipt (Occupational License). Copy of license must be submitted with bid and must be in the name of the bidder shown on the Bid Proposal Page. A current, signed copy of IRS Form W-9 should also be submitted with your bid.

7. ON SITE INSPECTION

An inspector may be designated by the Town of Palm Beach. During the course of the project, the inspector will be responsible for assuring the proper execution of this bid by the successful Contractor.

8. AS SPECIFIED

A purchase order will be issued to the successful bidder with the understanding that all services rendered must meet the specifications herein.

9. PERFORMANCE

The Town shall not pay for work that fails to meet the Town's standards as set forth is this Bid and as determined by the Contract Coordinator.

10. DELETION OR MODIFICATION OF SERVICES

The TOWN reserves the right to add or delete any portion of this Contract at any time without cause, and if such right is exercised by the Town, the total fee shall be increased or reduced in the same ratio as the estimated cost of the work based on the unit prices set forth on the Bid Proposal Page.

11. AWARD (Primary / Secondary / Tertiary)

The Town reserves the right to award by line and then by primary, secondary and tertiary. The lowest proposer meeting specifications, terms and conditions shall be the primary awardee. The next lowest proposer meeting specifications, terms and conditions shall be the secondary awardee. The third lowest proposer meeting specifications, terms and conditions shall be the tertiary awardee. The Town will give the primary proposer first opportunity to perform all available work. If the Town at its sole discretion determines the primary proposer cannot respond in time or has not submitted a competitive estimate; the secondary proposer will be contacted to submit an estimate to perform the required work.

The Town reserves the right to accept or reject any and/or all bids and to award or not award a contract based on this bid proposal. No guarantee is expressed or implied as to the total quantity of services to be purchased under this Contract. Estimated quantities will be used for bid comparison purposes only.

12. RENEWAL OF CONTRACT

Bid shall be awarded for a term of twelve (12) months with the option to renew the contract for up to four additional twelve (12) month periods. Option for renewal will only be exercised upon written mutual agreement and with all original terms, conditions and pricing (adjustments may be made to pricing based on the Consumer Price Index at the time of renewal) with no other deviations. Price adjustments upon renewal shall be based on the percent change in the Consumer Price Index, All Urban Consumers, for the Miami-Fort Lauderdale Region from June to June of each prior and renewal year respectively, as published by the United States Department of Labor. Any renewal will be subject to appropriation of funds by the Town Council.

13. PRICING

The Town requires a firm price for the contract period. Invoices will be checked to confirm compliance with quoted pricing. Failure to hold prices firm through the entire contract term will be grounds for contract termination.

14. METHOD OF ORDERING

An annual Blanket Purchase Order shall be issued for these services. Invoices shall be submitted monthly after completion of services specified in this contract and shall refer to the Purchase Order Number and the appropriate item number. Invoices shall be submitted to the Town of Palm Beach, Finance Department, Accounts Payable, P.O. Box 2029, Palm Beach, FL 33480 or email electronic invoices to: Invoices@TownofPalmBeach.com (Preferred Method).

15. PAYMENT

Terms of payment are net 30 days after services have been completed and accepted. Invoice must reflect purchase order number.

The Town of Palm Beach shall issue direct payments (ACH) or purchasing card for payment of all invoices with the goal of a greener footprint.

16. VENDOR SERVICE REPRESENTATIVE

The bidder must submit with their bid proposal the name, address, and phone number of the person(s) to be contacted for the placement of an order and the coordination of service.

17. RIGHT TO TERMINATE

The Town reserves the right to terminate this Contract without penalty upon thirty (30) days written notice to Vendor. In the event of totally unacceptable performance, the TOWN may cancel immediately without cancellation liability.

18. DAMAGE TO PUBLIC OR PRIVATE PROPERTY

Extreme care shall be taken to safeguard all existing facilities, sidewalks, curbs, landscaping, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the Town.

The successful bidder shall at all times, guard against damage or loss to the property of the Town of Palm Beach and/or private property within the Town. Contractor shall be held responsible for replacing or repairing any such loss or damage. The Town of Palm Beach may withhold payment or make such deductions as deemed necessary to insures reimbursement or replacement for loss or damage to property through negligence of the successful bidder or his/her agents

19. CONTRACTOR RESPONSIBILITY

Not Applicable to this Bid.

20. PUBLIC SAFETY AND CONVENIENCE

In the Contractor's use of streets and highways for the work to be done under these specifications, they shall conform to all Municipal, County, State and Federal laws and regulations as applicable.

The Contractor shall at all times so conduct their work as to insure the least possible obstruction to normal pedestrian and vehicular traffic including access to all public and private properties during all stages work, and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property, in a manner satisfactory to the Town of Palm Beach or designee.

No more than one-half (1/2) of the road or street shall be closed and traffic shall be controlled, so as to provide minimum hindrance. Contractor shall utilize traffic control devices when working on right of ways.

Contractor is responsible for obtaining right of way permits when working on DOT roadways. There will be no fees for these permits.

There shall be no obstruction of the travel lanes between the hours of 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M. without approval from the Town of Palm Beach or designee.

No road or street shall be closed to the public, except with the permission of the Contract Coordinator and proper governmental authority. Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment at all times. Temporary provisions shall be made by the Contractor to insure the use of sidewalks, public telephones and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches.

21. SELLING, TRANSFERRING OR ASSIGNING CONTRACT

Not Applicable to this Bid.

22. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

The Bidder hereby certifies that all material, equipment and supplies contained in their proposal meets all O.S.H.A. requirements. The successful proposer shall be solely and completely responsible for the safety of all persons (including employees) and property during the performance of the work. Safety provisions shall conform to the U.S. Department of Labor (OSHA), Florida Department of Labor and all other applicable federal, state, county, and local laws, ordinances, codes and regulations. Where any of these are in conflict, the more stringent requirements shall be followed. Failure of the Proposer to thoroughly familiarize themselves with the aforementioned provisions shall not relieve them from compliance with the obligations and penalties set forth therein.

23. SUBCONTRACTING

Not Applicable to this Bid.

24. INSURANCE

The Service Provider shall provide at its own cost and expense during the life of the contract, the following insurance coverages to the Town of Palm Beach (30) thirty business days' prior to the commencement of any work. All service providers including any independent contractors and subcontractors utilized must comply with these requirements. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance shall be evidenced by certificates and/or policies including premiums as determined by the Town of Palm Beach. It shall be an affirmative obligation upon the Service Provider to advise the Town's Risk Manager at fax no. 561-838-5497, e-mail risk@townofpalmbeach.com, 360 S. County Road, Palm Beach, FL 33480 within 24 hours or the next business day of cancellation, non-renewal or modification of any stipulated insurance and failure to do so shall be construed to be a breach of this Agreement/contract. The Town of Palm Beach reserves the right to require additional coverages and limits based upon the particular service or change in service provided by the Service Provider.

If the service provider maintains higher limits than the minimums shown below, the Town requires and shall be entitled to coverage for the higher limits maintained by the service provider.

Comprehensive General Liability Insurance coverage with limits of liability not less than $1,000,000 Each Occurrence/$2,000,000 Aggregate. The Certificate of Insurance shall indicate an Occurrence Basis. The Town of

Palm Beach shall be endorsed as an additional insured under the General Liability coverage. The Service Provider's General Liability coverage shall be primary and non-contributory.

For policies written on a Claims-made basis, service provider shall maintain a retroactive date prior to or equal to the effective date of the contract. In the event the policy is canceled, non-renewed, switched to an occurrence form or there is a change in retroactive date, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract, the service provider shall agree to purchase a SERP with a minimum reporting period of not less than three (3) years. Coverage is to apply on a primary basis.

Business Auto Liability coverage for any auto (all owned, hired, and non-owned autos) with limits not less than $1,000,000 each occurrence combined single limit each accident. In the event service provider does not own any autos, the Town will accept proof of Hired and Non-Owned Auto Liability. For personally owned vehicles, the Town requires limits not less than $300,000 each occurrence combined single limit.

Workers' Compensation coverage with statutory limits pursuant to Florida State Statute 440 or an exemption letter from the State. Should the scope of work performed by contractor qualify its employee for benefits under federal workers' compensation statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine act), proof of appropriate federal act coverage must be provided. A waiver of subrogation must be provided.

Employers Liability coverage with limits not less than $100,000 for each accident, $100,000 disease (each employee) and $500,000 disease (policy limit).

In the event that claims in excess of the insured amounts provided herein are filed by reason of any operations under the contract, the amount excess of such claims or any portion thereof may be withheld from any payment due or to become due the Service Provider until such time the Service Provider shall furnish such additional security covering such claims as may be determined by the Town of Palm Beach.

Umbrella or Excess Liability is required up to the minimum limit of liability if the limits of liability shown on the Certificate of Insurance under General Liability do not meet the minimum limit of liability as required.

All required insurance policies shall provide a waiver of subrogation and rights of recovery against the Town of Palm Beach, including its agents, officers, past and present employees, elected officials and representatives, the insurance policy in effect shall protect both parties and be primary and non-contributory for any and all losses covered by the above described insurance. Insurers have no recourse against the Town of Palm Beach for payment or assessments in any form on any insurance policy.

Third party crime coverage is required for temporary staffing positions which have access to money or facilities after hours, to include, but not limited to recreation, dock security and facility maintenance. Coverage shall include but not limited to, employee dishonesty, theft, money & securities, computer fraud, client's property with a limit of liability not less than $1,000,000.

25. CONFLICT OF INTEREST

The award hereunder is subject to provisions of State Statutes and Town and County Ordinances. All Proposers must disclose with their Proposal the name of any officer, director, or agent who is also an employee of the Town of Palm Beach. Further, all Proposers must disclose the name of any Town employee who owns, directly or indirectly, an interest in the Proposer's firm or any of its branches.

26. NON-COLLUSION

Proposer certifies that his Proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

27. PUBLIC ENTITY CRIMES

In accordance with Florida Statute 287.133, no award will be made to any person or affiliate identified on the Department of Management Services' "Convicted Vendor List". This list is defined as consisting of persons and affiliates who are disqualified from public contracting and the purchasing process because they have been found guilty of a public entity crime. A "person" or affiliate" includes any natural person or any entity, including predecessor or successor entities or an entity under the control of any natural person who is active in its management and who has been convicted of a public entity crime.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 following the date of being placed on the convicted vendor list.

By signing and submitting the Bid documents, the submitting firm attests that they have not been placed on the "Convicted Vendor List" or have been found guilty of a public entity crime.

28. E-VERIFY

The Town of Palm Beach is an E-Verify employer for the purposes of verifying work authorization. Work authorization for those contracted to provide services and/or goods to the Town of Palm Beach is the sole responsibility of the contracted vendor and/or service provider.

29. DRUG-FREE WORKPLACE

Preference shall be given to businesses with Drug-Free Work Place (DFW) programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the Town for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process

30. PALM BEACH COUNTY INSPECTOR GENERAL

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

31. CODE OF ETHICS

If any Proposer violates or is a party to a violation of the code of ethics of the Town of Palm Beach, Palm Beach County or the State of Florida with respect to this proposal, such Proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for work, goods or services for the Town of Palm Beach. The link for further information regarding the Palm Beach County Commission on Ethics is: http://www.palmbeachcountyethics.com/ordinances-codes.htm.

32. LOBBYING PROHIBITED

Proposers are not to contact or lobby any Town personnel related or involved with this Request for Proposals.
All oral or written inquiries are to be directed to the Purchasing Division as instructed herein. Any violation of this condition may result in rejection and/or disqualification of the Proposer.

Refer to Palm Beach County Registration Ordinance – Effective April 2, 2012 for further information: http://www.palmbeachcountyethics.com/ordinances-codes.htm .

33. CONE OF SILENCE

The Cone of Silence is a prohibition on any communication, except for written correspondence, regarding a particular request for proposal, request for qualification, bid or any other competitive solicitation between:

(1) Any person or person's representative seeking an award from such competitive solicitation; and

(2) Any County commissioner or commissioner's staff, any member of a local governing body or the member's staff, a mayor or chief executive officer that is not a member of a local governing body or the mayor or chief executive officer's staff, or any employee authorized to act on behalf of the commission or local governing body to award a particular contract.

For the purposes of this section, a person's representative shall include but not be limited to the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.

The cone of silence shall be in effect as of the issuance of the Invitation To Bid, RFQ, or other response to a competitive solicitation. The cone of silence applies to any person or person's representative who responds to a particular request for proposal, request for qualification, bid or any other competitive solicitation, and shall remain in effect until such response is either rejected by the county or municipality as applicable or withdrawn by the person or person's representative. Each request for proposal, request for qualification, bid or any other competitive solicitation shall provide notice of cone of silence requirements and refer to this article.

The provisions of this article shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, contract negotiations during any public meeting, presentations made to the board or local municipal governing body as applicable, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence at any time with any employee, county commissioner, member of a local municipal governing body, mayor or advisory board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

The cone of silence shall terminate at the time the board, local municipal governing body, or a county or municipal department authorized to act on behalf of the board or local municipal governing body as applicable, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

For further information refer to http://www.palmbeachcountyethics.com/ordinances-codes.htm - Palm Beach County Registration Ordinance – Effective April 2, 2012.

34. PUBLIC RECORDS

Upon award recommendation or thirty (30) days after opening, whichever occurs first, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119 Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFQ, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. Document files may be examined, during normal working hours.

35. PUBLIC RECORDS LAW

In accordance with Florida Statutes 119.0701, the contractor shall comply with public records laws, specifically to:

(1) Keep and maintain public records required by the public agency to perform the service.

(2) 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 this chapter or as otherwise provided by law.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

(4) 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 of 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.

A copy of Section 119.0701, Florida Statutes, has been provided to the contractor (attached).

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Town Clerk, or designee
Phone 561-838-5416
Email records@townofpalmbeach.com

36. RESTRICTED AREAS DURING OFFICIAL DIGNITARY VISITS, EMERGENGIES AND WEATHER EVENTS

The Town of Palm Beach may become a restricted area during official Dignitary visits, emergencies and significant weather events. Contractor and workers may be asked to show Town issued ID during this period. The successful contractor and workers assigned to this project will be required to come to the Police Department prior to the start of the contract to have their fingerprints taken at no charge to contractor. If the fingerprint background check returns with no warrants or felonies, the contractor and workers will be given a picture ID for access to Palm Beach Island during this period. This process takes up to three (3) business days and needs to be planned accordingly.

37. LIQUIDATED DAMAGES

Liquated Damages shall be applicable after specific request is made to awarded vendor to provide service and the awarded vendor fails to complete the Project or delivery the work in accordance with the specifications and to the satisfaction of the Town within the time stated shall cause the selected Proposer to be subject to charges for liquidated damages in the amount of 1% of the contract amount for each and every calendar day the Selected Proposer fails to timely achieve substantial completion and/or final completion. Upon notification of the Town to provide services as agreed to in the purchase order and failure to provide services is documented, Liquated Damages shall be As compensation due the Town for loss of use and for additional costs incurred by the Town due to such non-completion of the work, the Town shall have the right to deduct the liquidated damages from any amount due, or that may become due to the selected Proposer under this agreement, or to invoice the selected Proposer for such damages if the costs incurred exceed the amount due to the selected Proposer.

38. TERMINATION FOR CONVENIENCE

a. The Committee may terminate performance of work under this contract in whole or in part (the "Work Terminated") if the Committee determines that such termination is in the Committee's best interest. The Committee shall terminate by delivering to the Contractor a Notice of Termination, specifying the extent of the Work Terminated and the effective date.

b. After receipt of a Notice of Termination, a Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:
   1. Stop work as specified in the notice.
   2. Complete performance of the work not terminated.

39. TERMINATION BY OWNER FOR CAUSE

The Committees may terminate the contract in the event:

a. Contractor fails or refuses to prosecute the Work or any severable part, with the diligence that will insure its completion within the time specified in this Contract;
b. Contractor fails to perform the services required of the Contractor under this Contract;
c. Contractor violates laws, ordinances, rules, regulations of any governmental authority having jurisdiction;
d. Contractor materially breaches any of the provisions of this Contract.

When any single or combination of the above causes exist such cause(s) have not been cured after seven (7) days written demand by a Committee, the Committee may, with full reservation of, and without prejudice to any other right or remedy the Committee may have, upon giving Contractor and the surety five (5) days written notice, terminate the Contract. No payments shall be due to the Contractor until the Work is fully and finally completed

TOWN OF PALM BEACH

BID NO. 2018-33

TEMPORARY LABOR SERVICES

SCOPE OF SERVICES

I. PURPOSE AND INTENT

The Town of Palm Beach (hereinafter known as "Town") seeks proposals from firms having experience in providing temporary general labor services for the Towns' Public Works Department. The persons assigned to the Town will be considered employees of the agency and not of the Town.

The Town is bidding this solicitation for both percentage markup and for fixed price by one of three job descriptions. The Town may find it in the best interest to establish a rate to be paid and have the firm provide the employee at that rate plus a markup (option 1). The Town may also require the vendor to supply a laborer at a predetermined rate to be quoted in this solicitation (option 2).

The Contractor shall be required to provide, temporary services of employees as they relate to parks, streets, grounds maintenance, general maintenance, utilities and other departments as needed or required.

II. SCOPE OF WORK

Job Titles, Job Descriptions and Minimum Requirements:

The extent and character of the services to be performed by the firm shall be subject to the general control and approval of the Contract Coordinator or authorized representative. The firm shall not comply with requests and/or orders issued by other than the Contract Coordinator or authorized representative acting within their authority for the Town. The Town Reserves the right to make adjustments to the job descriptions, including adding special requirements.

Services to be provided to the Public Works Department

Position Title: Facilities Maintenance/ Parks Laborer

Employee shall be responsible for general labor duties involving landscaping, litter pick-up, construction and irrigation repairs at various Town facilities under the supervision of the Contract Coordinator, Facilities or Grounds Maintenance Supervisor.

Essential Job Functions:

- Ability to perform basic landscaping and grounds-keeping duties and tasks.
- Ability to perform minor painting functions (including preparation, pressure washing and clean-up).
- Ability to perform basic assistance with the installation of concrete and asphalt.
- Ability to assist with irrigation system repairs (including trenching and pipe installation).
- Ability to assist with sign and post installation.
- Ability to operate a variety of powered and non-powered tools and equipment.
- Ability to maintain related equipment in good working order; ensure proper storage of equipment.

Required Knowledge, Skills and Abilities:

- General knowledge of maintenance and grounds work.
- General knowledge of construction work.

- General knowledge of irrigation systems.
- Knowledge and ability to operate a variety of maintenance equipment including but not limited to blowers, edgers, and trimmers.
- Willingness to perform a wide variety of maintenance tasks including manual labor and lift 50 pounds.
- Ability to maintain effective working relationships with other employees and the public.
- Ability to work in a variety of environments and situations.
- Ability to understand, interpret and effectively carry out written and oral instructions.
- Ability to work on or near busy roadways.

Normal Work Times

- Typical start time is 7:45 a.m. and the shift typically ends at 4:15 p.m.
- Some overtime may be required at the Town's discretion.

Position Title: Services Division Laborer

Employee shall be responsible for working with a crew on collection routes, general labor duties involving landscape maintenance, litter pick-up and minor grounds maintenance task at the Town landfill facilities under the supervision of the Contract Coordinator, Trash Bureau Supervisor or his designee.

Essential Job Functions:

- Ability to effectively carryout verbal instructions as it relates to the collection of garbage, recycling and yard trash.
- Ability to work extended hours under adverse condition such as rain, heat and wind while in the performance of duties tasked.
- Ability and understanding of creating safe work zones as it relates to traffic, pedestrian control.
- Ability to maintain related equipment in good working order; ensure proper storage of equipment.
- Ability to perform basic landscaping and grounds-keeping duties and tasks.
- Ability to perform minor painting functions (including preparation and clean-up).
- Ability to operate a variety of powered and non-powered tools and equipment.
- Ability to maintain related equipment in good working order; ensure proper storage of equipment.

Required Knowledge, Skills and Abilities:

- General knowledge of working within a heavy equipment industry.
- General knowledge of the collection of garbage, recycling and yard trash.
- General knowledge of maintenance and grounds work.
- General knowledge of painting work.
- Knowledge and ability to operate a variety of maintenance equipment.
- Willingness to perform a wide variety of maintenance tasks including manual labor and lift at least 50 pounds.
- Ability to maintain effective working relationships with other employees and the public.
- Ability to work in a variety of environments and situations.
- Ability to understand, interpret and effectively carry out written and oral instructions.

Normal Work Times

- Typical start time is 7:45 a.m. and the shift typically ends at 4:15 p.m.
- Some overtime may be required at the Town's discretion.

Position Title: Water Resources Division Laborer

Employee shall be responsible for:

- Checking and cleaning equipment and tools etc.
- Performs required labor involved in construction and maintenance of projects as part of a crew, including but not limited to pavement cutting, ditch digging, manhole and pipe cleaning, pumping station and pipe repair;
- Operating various power equipment and hand tools commonly used in the sewer division.

- Frequently lifting and or moving up to 25 pounds and occasionally lifting and or moving up to 100 pounds.
- Ability to work in confined spaces for extended periods of time.
- Ability to work on or near busy roadways.

Normal Work Times

- Typical start time is 7:45 a.m. and the shift typically ends at 4:15 p.m.
- Some overtime may be required at the Town's discretion.

1-4 CHARGES/FEES

The Town shall set the temporary employees' hourly rates for each position based on the Town's hourly rates for the position being filled. The billing rate shall be the sum of the worker's hourly pay rate plus the Contractor's percent markup. The Town will set the hourly rate at the time of hiring of each temporary employee; the Contractor shall agree on the employee's hourly rate as established by the Town.

The Town will not pay any charges or fees assessed by the Contractor if an employee assigned under this contract subsequently becomes an employee of the Town as a result of being hired by the Town after application for a position through the open competitive personnel selection procedures of the Town.

A. Supervision

The Town of Palm Beach will designate Contract Coordinators from each department for which services are being provided. The Contract Coordinators shall act on behalf of the Town with respect to monitoring contractor performance under this Contract.

The administration of the contract is vested in the Contract Coordinators. The Contract Coordinators shall have complete authority to require the Contractor to comply with all provisions of this Contract. However, the provisions of this Contract shall not be altered, waived or revoked by the Contract Coordinators.

The Contract Coordinators principal duties shall be:

A. Liaise with Contractor.
B. Coordinate and approve all work under the contract.
C. Resolve any disputes.
D. Assure consistency and quality of personnel performance.
E. Schedule and conduct personnel performance evaluations and document findings.
F. Review and approve for payment all invoices for work performed

B. Requirements

The Contractor shall be required to have a local office within 30 miles of the Town of Palm Beach.

The Contractor(s) shall be responsible for the successful completion of pre-placement candidate drug testing and criminal background check(s).

The Contractor(s) shall be responsible for drug testing, criminal background check and verification of work documents of all personnel. Successful completion of pre-placement candidate drug testing and criminal background check must be performed within 5 days of Town request and candidate must be ready to start within seven (7) days of notification

The Contractor(s) must waive all charges for employees who report to work and are deemed unsatisfactory within the first four hours. If the employee works more than four hours and is then deemed unsatisfactory, the Contractor may bill the Town for all hours worked in the shift.

a. Hours worked shall be reported in whole and quarter hours. Contractor(s) shall ensure that the temporary employee abides by all Town and respective department rules and work schedules.

b. The Town shall not be held responsible for any tax obligation, including, but not limited to Federal Income Tax withholding, FICA, or unemployment compensation. Temporary personnel assigned by the Contractor(s) are not entitled to participate in any plans or benefits offered to Town employees.

c. The Contractor(s) shall provide a weekly summary billing, which shall include the following information, at a minimum:

   Date, name of employee, rate of pay, bill rate, and number of hours worked in the period.

   Invoices must include signed copies of timecards, which are legible and properly approved by authorized department personnel.

d. The Contractor(s) shall maintain such financial records and other records as may be prescribed by Federal and State laws, rules and regulations. The records shall be made available during the term of the contract and a subsequent three year period for examination, transcription and audit by the Town, its designees, or other authorized bodies.

e. The Contractor(s) shall notify the Contract Coordinator(s) in the event of scheduling delays, or changes relating to the personnel assigned to the Town.

f. Contractor's employees shall present a neat, clean, well-groomed appearance and shall conduct themselves in a respectable manner while performing their duties and while on Town Property or they will be denied employment.

g. The Public Works Department will provide required Person Protection Equipment, such as gloves, vests, goggles etc.

C. Job Titles, Job Descriptions and Minimum Requirements:

The extent and character of the services to be performed by the firm shall be subject to the general control and approval of the Contract Coordinator or authorized representative. The firm shall not comply with requests and/or orders issued by other than the Contract Coordinator or authorized representative acting within their authority for the Town. The Town Reserves the right to make adjustments to the job descriptions, including adding special requirements.

III. OTHER

- Contractor must inspect sites before submitting proposal.
- The Town of Palm Beach will designate a Contract Coordinator for the Public Works Department. The Contract Coordinator shall act on behalf of the Town with respect to monitoring contractor performance under this contract. The administration of this contract is vested in the Contract Coordinator.
- Any questions regarding this project shall be directed to the Contract Coordinator.
- Successful contractor's employee shall wear Town provided uniform shirts
- Successful contractor's employees shall obtain a photo ID from the Town of Palm Beach Police Department before beginning any work for the Town.
- Successful contractor's employees shall present a neat, clean, well-groomed appearance and shall conduct themselves in a respectable manner while performing the duties of this bid and while on Town Property.
- A safety vest, meeting FDOT standards, shall be provided by the Town and shall be worn at all times when employee is working in roadways or right-of-ways.
- There will be NO work performed on Sundays or holidays, unless authorized by contract coordinator.

TOWN OF PALM BEACH

BID NO. 2018-33
TEMPORARY LABOR SERVICES
BID PROPOSAL PAGE

1	Percent of Markup over the established hourly rate (option 1)	_____ %
2.	Fixed rate for Facilities Maintenance/ Parks Laborer (option 2)	$ _____ Per hour
3.	Fixed rate for Facilities Maintenance/Parks Laborer with drivers' license (option 3)	$ _____ Per hour
4.	Fixed rate for Services Division Laborer (option 2)	$ _____ Per hour
5.	Fixed rate for Service Division Laborer with drivers' license (option 3)	$ _____ Per hour
6.	Fixed rate for Water Resources Division Laborer (option 2)	$ _____ Per hour
7.	Fixed rate for Water Resources Division Laborer with drivers' license (option 3)	$ _____ Per hour
8.	**Other fees/charges if applicable – Please explain**	$ _____

BIDDER INFORMATION AND CERTIFICATION	
The undersigned proposer certifies that this Bid package is submitted in accordance with the specification in its entirety and with full understanding of the conditions governing this Bid.	
COMPANY NAME:	
STREET ADDRESS:	
CITY, STATE, ZIP CODE:	
EMAIL:	
TELEPHONE / FAX	**TEL:** **FAX:**
FEDERAL ID#	
AUTHORIZED SIGNATURE	**DATE:**

****Failure to affix signature may result in disqualification of proposal.**

- ***All bids shall be submitted on the Town provided forms. Failure to do so may be cause for rejection.***
- ***All blanks on the forms must be completed.***
- ***Modifications to the forms (Unit of Measure, Descriptions, etc.) shall not be allowed and may be cause for rejection.***
- ***Supplemental information may be attached.***

BIDDERS CHECKLIST

All bids shall be submitted on the Town provided Bid Package forms. Failure to do so may cause the Bid to be rejected. All blanks on the proposed forms must be completed. Supplemental information may be attached to the bid package forms. Bidder shall return a complete set of all bid package forms as listed as follows. Failure to submit the required documents may result in your bid being considered non responsive.

Are all Bid pages signed?	Yes	No
Is Bidder's Qualification form completed and submitted?	Yes	No
Staffing levels been explained (No. of employees available)?	Yes	No
Business Tax Receipt included?	Yes	No
Form W-9 included?	Yes	No
Certifications/Licenses provided?	Yes	No
Vendor Service Representative Information submitted?	Yes	No
Are addendum (if any issued) submitted?	Yes	No
Has insurance requirements been acknowledged?	Yes	No
Is Drug Free Workplace form submitted?	Yes	No
Is List of Proposed Sub-Contractors submitted, if any?	Yes	No
Is List of Professional References submitted?	Yes	No
Is List of Equipment completed and submitted?	Yes	No

Acknowledgement is hereby made of the following Addenda received since issuance of Specifications:

Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____

Name of Vendor's Representative: _____

Address: _____

Phone Number: _____ Fax Number: _____

E Mail Address: _____

BID NO. 2018-33

TEMPORARY LABOR SERVICES

BIDDER'S QUALIFICATION

The Vendor, as a result of this bid proposal, must hold a County and/or Municipal Tax Receipt (Occupational License) in the area of their fixed business location. Each proposer must complete the following information and submit with their proposal in order to be considered:

1. Legal Name and Address:

   Name:_____

   Address:_____

   City, State, Zip: _____ Phone/Fax:_____

   Email address: _____

2. Check One: Corporation ( ) Partnership ( ) Individual ( )

3. If Corporation, state: Date of Incorporation: _____ State in which Incorporated: _____

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization:_____

5. Name of Principal Officers Date elected:

   _____ _____

   _____ _____

   _____ _____

   _____ _____

6. The Vendor's length of time in business: _____years

7. The Vendor's length of time (continuous) in business as a service organization in Florida: _____years

8. All bidders must disclose with their bid the name of any officer, director or agent who is also an employee of the Town. Further, all bidders must disclose the name of any Town employee who owns, directly or indirectly, an interest in the bidder's firm or any of its branches.

   Name_____ Percentage of Interest: _____

9. A copy of County and/or Municipal Tax Receipt (Occupational License) in the area of their fixed business location.

10. A current, signed copy of your firm's IRS form W-9.

Note: *Information requested herein and submitted by the proposers will be analyzed by the Town of Palm Beach and will be a factor considered in awarding any resulting contract. The purpose is to insure that the Proposers, in the sole opinion of the Town of Palm Beach, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.*

BID NO. 2018-33

TEMPORARY LABOR SERVICES

DRUG-FREE WORKPLACE CERTIFICATION

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the Town of Palm Beach for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. 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 controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

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

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).

(4) In the statement specified in number (1), notify the employees that as a condition for 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 on or plea of guilty or nolo contendre to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.

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

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by _____ **the**
(Individual's Name)

_____ **of** _____
(Title /Position with Company/Vendor) **(Name of Company/Vendor)**

Who does hereby certify that said Company/Vendor has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

_____ _____
Date **Signature**

TOWN OF PALM BEACH

BID NO. 2018-33

TEMPORARY LABOR SERVICES

LIST OF CURRENT & PERTINENT PROFESSIONAL REFERENCE

The following is a list of **at least FIVE (5)** current (within last two years) and pertinent professional references that the Town can contact in relation to Bidder's qualifications, financial stability, and experience. Failure to furnish this information may be grounds for rejection of the proposal.

1. Name and Address of Firm, City, County, or Agency	**Scope of Work:**	
	Date(s):	
	Amount:	
	Contact:	
	Telephone No:	
For Town Use Only: Reference Verified: Yes ___ No___	Comments:	

2. Name and Address of Firm, City, County, or Agency	**Scope of Work:**	
	Date(s):	
	Amount:	
	Contact:	
	Telephone No:	
For Town Use Only: Reference Verified: Yes ___ No___	Comments:	

3. Name and Address of Firm, City, County, or Agency	**Scope of Work:**	
	Date(s):	
	Amount:	
	Contact:	
	Telephone No:	
For Town Use Only: Reference Verified: Yes ___ No___	Comments:	

4. Name and Address of Firm, City, County, or Agency	**Scope of Work:**	
	Date(s):	
	Amount:	
	Contact:	
	Telephone No:	
For Town Use Only: Reference Verified: Yes ___ No___	Comments:	

5. Name and Address of Firm, City, County, or Agency	**Scope of Work:**	
	Date(s):	
	Amount:	
	Contact:	
	Telephone No:	
For Town Use Only: Reference Verified: Yes ___ No___	Comments:	

TOWN OF PALM BEACH
INVITATION TO BID No. 2018-33

TEMPORARY LABOR SERVICES

April 30, 2018

Addendum No. 1

This addendum shall modify and become a part of the original Solicitation Document.

The purpose of this addendum is to answer questions received.

The due date remains May 15, 2018, at 2:00 p.m.

QUESTIONS

Question 1: For the positions listed on Page 17 – 19, by position, who is/are the current vendor/vendors?
Answer 1: GL Staffing and Faneuil

Question 2: For the positions listed on Page 17 – 19, by position, how much did the Town of Palm Beach pay the current vendor/vendors in the fiscal year 2017?
Answer 2: Total for FY $63,359.45

Question 3: How may we obtain a copy of the Bid Tabulation showing the amounts Bid by each responder the last time this RFP was open for a response?
Answer 3: GL Staffing and Faneuil

Question 4: Please identify if any of the temporaries utilized by the Town of Palm Beach will be required to perform any of the duties.
Answer 4: GL Staffing and Faneuil

Question 5: Please identify if any of the temporaries utilized by the Town of Palm Beach will be required to perform any of the duties.
Answer 5: General answer is Garbage Truck Collection, Tree Trimming, and Driving Vehicles on Public Streets. Hazardous conditions are contracted out through construction awards.

Garbage Truck Collection:
Working on Roofs:
Work utilizing a Body Harness or Lanyard:
Work on/or erect Scaffolding more than (6' feet) off the ground or work surface:
USL&H Work & Jones Act Work:
Heavy Demolition Work:
Work More Than (6) feet above the Ground or Work Surface Above Ground:
Tunneling:
Asbestos Abatement:
Mold Removal:
Working With Hot Chemicals:
Tree Trimming:
Operating Heavy Equipment/Motorized Equipment:
Driving Vehicles on Public Streets:

Question 6: In the event, there are increases in the Federal or State Minimum Wage or increases in the State Unemployment rate can the successful vendor/vendors be allowed to pass these increases as a pass-thru on their effective date
Answer 6: Federal or State Minimum Wage Increases would be at cost only, and would not entertain increase to unemployment rate.

Question 7: What is the estimated volume of ITB #2018-33, either by Positions on Pages 17 – 19 by Number of Employees Need, Total Hours Per Year of Total Dollars Per Year?
Answer 7: The Town estimates:
Services - 3-4 employees at 30 hrs/week for 48 weeks.
Grounds/Parks – one employee, year round except for holidays and weekends.

Question 8: How do we arrange a pre-award safety inspection of the bidder's facility?
Answer 8: Project Manager would coordinate with awarded vendor(s).

Question 9: On the "BIDDER INFORMATION AND CERTIFICATION," SECTION on Page 21 do you want the corporate or local office address?
Answer 9: The corporate address should be shown on the Bid Proposal Page (page 21); local information and representative can be listed on page 22.

Question 10: Do I understand that response to the Bid is Pages 21 – 25 and the supporting documents requested on those pages?
Answer 10: That is correct.

Question 11: On the Pricing Section on Page 21 at Option will these workers be driving on Public Roads?
Answer 11: Would be dependent on need. As a general rule no.

Question 12: Do you currently outsource these positions?
Answer 12: No. Staffing is augmented by hiring temporary laborers as required to complete work.

Question 13: If so, how much did you spend on outsourcing each year?
Answer 13: We currently do not outsource, only supplement work assignments with temporary labor. Total previous expenditure for all temporary laborer positions in FY 17 was $63,359.45

Question 14: How many workers do you need for each position?
Answer 14: Please refer to answer 7. Contingent on work requirements for project at time.

Question 15: How many days will each position work in a year?
Answer 15: Contingent on work requirements for project at time. Please refer to answer 7.

Question 16: What are your current pay rates for each position?
Answer 16: We currently do not outsource, only supplement work assignments with temporary labor. Total previous expenditure for all temporary laborer positions in FY 17 was $63,359.45. The Town has historically paid between ten and twelve dollars per hour.

Any questions concerning this document should be addressed to the undersigned Purchasing Manager via facsimile to (561) 835-4688 or e-mail to: solicitations@townofpalmbeach.com

Dean Mealy, Purchasing Manager

All Proposers shall acknowledge receipt of this addendum by annotating the Schedule of Bid Items/Proposal signature page with the addendum number and completing the following section and returning with the Proposal Documents to verify receipt.

Company Name: _____

Address: _____

City, State, and Zip Code: _____

Authorized Signature:

_____

Print Name and Title:

Telephone: _____ Date: _____

Email: _____

TOWN OF PALM BEACH

Bid No. 2018-33
TEMPORARY LABOR SERVICES

TABULATION

Line	Description	Unit	Vendor: A & Associates	Precision Staffing, Inc. DBA AP Recruiters & Associates	GL Staffing Services	Labor Max Staffing	Packplus, Inc. dba Josmar Medical Staffing	Resume Hounds Inc.
			Address: 951 Sansbury Way West Palm Beach, FL 33411	301 Clematis Street Suite 3000 West Palm Beach, FL 33401	112 N Federal Hwy Lake Park, FL 33403	2930 Forest Hill Blvd Unit D Palm Springs, FL 33406	633 NE 167th Street #620 North Miami Beach, FL 33162	545 Oaks Ln #205 Pompano Beach, FL 33069
			Telephone: 561-533-5303	561-712-0307	561-452-8782	561-651-9824	305-653-2880	866-945-8637
			Fax: 561-533-3858	888-530-7971	561-845-2267	561-651-9467	305-653-2881	
			Email: evel[illegible]associatestaffin[illegible].com	john[illegible]a[illegible]recruiters.com	sanchez[illegible]lstaffin[illegible].com	thad.jackson[illegible]labormaxstaffin[illegible].com	tstaffin[illegible]ack[illegible]usinc.com	[illegible]@resumehounds.com
			Contact: Evelyn Looney	John Norcross	Jessie Sanchez	Thaddeus Jackson	Joseph A. Obadeyi	Jeffery Wilson
			Price per Unit	**Price per Unit**	**Price per Unit**	**Price per Unit**	**Price per Unit**	**Price per Unit**
1	Percent of Markup over the established hourly rate (option 1)	%	39.00	35.00	40.00	30.25	32.47	33.00
2	Fixed rate for Facilities Maintenance/ Parks Laborer (option 2)	Hour	$ 13.90	$ 15.86	$ 14.00	$ 10.00	$ 17.18	
3	Fixed rate for Facilities Maintenance/Parks Laborer with drivers' license (option 3	Hour	$ 15.29	$ 17.21	$ 14.65	$ 10.00	$ 17.18	
4	Fixed rate for Services Division Laborer (option 2)	Hour	$ 13.90	$ 17.55	$ 14.00	$ 10.00	$ 17.18	
5	Fixed rate for Service Division Laborer with drivers' license (option 3)	Hour	$ 15.29	$ 18.90	$ 14.65	$ 10.00	$ 17.18	
6	Fixed rate for Water Resources Division Laborer (option 2)	Hour	$ 13.90	$ 18.22	$ 15.00	$ 10.00	$ 17.18	
7	Fixed rate for Water Resources Division Laborer with drivers' license (option 3)	Hour	$ 15.29	$ 19.57	$ 15.65	$ 10.00	$ 17.18	
8	Other fees/charges if applicable – Please explain	(as noted)	None	Overtime billed at 1.5 times the standard rate	None	N/A	N/A	N/A
								No rate submitted

Awards: Primary - Secondary - Tertiary
Opened by: John Cmar
Witnessed by: Duke Basha

Note: KT Black Services, LLC was declared non-responsive due to missing over 50% of documentation requested.

Diskriter, Inc. was declared non-responsive due to missing on office within 30 miles of TOPB

Kemp Group International was declared non-responsive due to missing on office within 30 miles of TOPB

Spur Employment, Inc was declared non-responsive due to missing on office within 30 miles of TOPB

AWARD BY VENDOR:

Labor Max Staffing

1	Percent of Markup over the established hourly rate (option 1)	**Primary**
2	Fixed rate for Facilities Maintenance/ Parks Laborer (option 2)	**Primary**
3	Fixed rate for Facilities Maintenance/Parks Laborer with drivers' license (option 3)	**Primary**
4	Fixed rate for Services Division Laborer (option 2)	**Primary**
5	Fixed rate for Service Division Laborer with drivers' license (option 3)	**Primary**
6	Fixed rate for Water Resources Division Laborer (option 2)	**Primary**
7	Fixed rate for Water Resources Division Laborer with drivers' license (option 3)	**Primary**

Packplus, Inc.

1	Percent of Markup over the established hourly rate (option 1)	Secondary

A & Associates

2	Fixed rate for Facilities Maintenance/ Parks Laborer (option 2)	Secondary
3	Fixed rate for Facilities Maintenance/Parks Laborer with drivers' license (option 3)	Tertiary
4	Fixed rate for Services Division Laborer (option 2)	Secondary
5	Fixed rate for Service Division Laborer with drivers' license (option 3)	Tertiary
6	Fixed rate for Water Resources Division Laborer (option 2)	Secondary
7	Fixed rate for Water Resources Division Laborer with drivers' license (option 3)	Secondary

GL Staffing Services

2	Fixed rate for Facilities Maintenance/ Parks Laborer (option 2)	Tertiary
3	Fixed rate for Facilities Maintenance/Parks Laborer with drivers' license (option 3)	Secondary
4	Fixed rate for Services Division Laborer (option 2)	Tertiary
5	Fixed rate for Service Division Laborer with drivers' license (option 3)	Secondary
6	Fixed rate for Water Resources Division Laborer (option 2)	Tertiary
7	Fixed rate for Water Resources Division Laborer with drivers' license (option 3)	Tertiary

RESOLUTION NO. 092-2018

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A PURCHASE ORDER FOR TEMPORARY STAFFING SERVICES TO LABOR MAX STAFFING IN THE AMOUNT OF $24,300 AND ESTABLISHING A PROJECT BUDGET OF $28,000 FOR FY18. THE ANNUAL PROJECT BUDGET SHALL BE $167,420, PLUS A $20,000 ANNUAL CONTINGENCY, FOR A FIVE (5) YEAR PROJECT BUDGET OF $937,100, CONTINGENT ON FUNDING IN FUTURE FISCAL YEARS.

* * * * *

Section 1. The Town Council of the Town of Palm Beach hereby authorizes a purchase order to Labor Max Staffing in an amount of $24,300 for temporary labor services and establishes a project budget of $28,000 for FY18. The annual project budget shall be $167,420, plus a $20,000 annual contingency, for a five (5) year project budget of $937,100 contingent on funding in future fiscal years.

Section 2. The Town Manager is hereby authorized to execute this contract extension on behalf of the Town of Palm Beach for this improvement.

Section 3. The Town Manager, or his designee, is hereby authorized to take such further actions as may be necessary to effectuate the completion of the said project work, including any necessary change order work as recommended by the Public Works Director.

PASSED AND ADOPTED in a regular adjourned session of Town Council of the Town of Palm Beach this 10th day of July 2018.

Gail L. Coniglio

Gail L. Coniglio, Mayor

ATTEST:

Kathleen Dominguez

Kathleen Dominguez, Town Clerk

TOWN OF PALM BEACH

Information for Town Council Meeting on: July 10, 2018

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

FROM: H. Paul Brazil, P.E., Director of Public Works

RE: Award a Contract to Labor Max Staffing for Temporary Labor Services
Resolution No. 092-2018

DATE: June 15, 2018

STAFF RECOMMENDATION

Town staff recommends that Town Council approve Resolution No. 092-2018, awarding a purchase order to Labor Max Staffing for temporary labor services in an amount not-to-exceed $28,000 for FY18. The annual project budget shall be $167,420, plus a $20,000 annual contingency, for a five (5) year project budget of $937,100 contingent on funding in future fiscal years.

GENERAL INFORMATION

The Public Works Department uses a temporary labor pool to supplement the existing Town workforce and assist with various tasks throughout the Town. These tasks include roadway sweeping and landscape debris collection in the Trash Bureau, collection of litter, landscape debris and other tasks in the Grounds Bureau. This pool of employees operates under the direct supervision of Town staff. The current vendor utilized by the Town was based in Virginia and unable to provide employees in a prompt manner and the Town opted to solicit a new bid for these services.

The Town issued Bid No. 2018-33 for the temporary labor services. This bid requires the vendor to have an office located within 30 miles of the Town and staffing to be available with 72 hours. Pricing was requested for labor services in the Services, Facilities and Water Resources Divisions. Option one (1) is for a percentage mark-up over established hourly rates. Option two (2) is for a fixed hourly labor rate and Option three (3) is a fixed hourly rate with a drivers' license.

On May 22, 2018, six (6) vendors submitted bids to provide this service. The Town reviewed the bids and identified primary, secondary, and tertiary vendors for each Option and each Division. This will eliminate the need to rebid services if one or more vendors fail to perform their duties as described in the contract or if their current workload prevents them from responding to Town requests for temporary labor assistance. The Options and awarded vendors are described below:

Option One (1) – Percent of Mark-up Over the Established Hourly Rate (All Divisions)

- Primary Awardee – Labor Max Staffing
- Secondary Awardee – Packplus, Inc.
- Tertiary Awardee – Resume Hounds, Inc.

Option Two (2) – Fixed Rate

- Primary Awardee – Labor Max Staffing
- Secondary Awardee – A & Associates
- Tertiary Awardee – GL Staffing Services

Option Three (3) – Fixed Rate with a Driver's License

- Primary Awardee – Labor Max Staffing
- Secondary Awardee – A & Associates (Water Resources)
- Secondary Awardee – GL Staffing (Facilities and Services)
- Tertiary Awardee – A & Associates (Facilities and Services)
- Tertiary Awardee – GL Staffing (Water Resources)

Based on submitted bids, Town staff requests awarding a purchase order to Labor Max Staffing for temporary labor services in the amount of $24,300. The FY18 project budget shall be established at $28,000 which includes a fifteen percent (15%) contingency for unforeseen or emergency work. The five (5) year project budget is estimated to be $937,100 which includes an annual cost of $167,420 and a $20,000 annual contingency based on funding in future fiscal years.

FUNDING/FISCAL IMPACT

Sufficient funds exist in the Public Works FY18 operating budget to accomplish this work. Future work will be contingent on funding in future fiscal years.

PURCHASING REVIEW

This item has been reviewed by the Purchasing Division and approved as recommended.

TOWN ATTORNEY REVIEW

This Resolution has been reviewed and approved by the Town Attorney for legal form and sufficiency.

Attachment

cc: Jane Le Clainche, Director of Finance
Eric B. Brown, P.E., Assistant Director of Public Works
Brett Madison, Facilities Division Manager
Chester Purves, Services Division Manager
Dean Mealy, Purchasing Manager

Greco-Arencibia, Adrianna

From: Sophia John <sjohn@glstaffing.com>
Sent: Tuesday, December 04, 2018 9:12 AM
To: Greco-Arencibia, Adrianna
Subject: GL STAFFING SERVICES, INC.

Good Morning Ms. Greco:

We are pleased to authorize the City of Boynton Beach the right to piggyback off our contract with the Town of Palm Beach Contract #2018-33 and we will honor the same pricing and terms per the contract and the length of it with any renewals. If you have any questions, please feel free to reach out to me at 954-487-0659.

Sincerely,

Sophia G. John
Sales Manager-Broward Region
sjohn@glstaffing.com
Off: 954-893-7717
Cell: 954-487-0659
www.glstaffing.com

GL STAFFING SERVICES, INC.

IMPORTANT MESSAGE
This message is intended for the use of the person or entity to whom is addressed and may contain information that is privileged and confidential, the disclosure of which is governed by applicable law. If the reader of this email is not the intended recipient or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this information is STRICTLY PROHIBITED. If you have received this email by error, please notify me immediately via phone or email, and destroy the related message.

E-Verify U.S. Citizenship and Immigration Services
DRUG FREE BUSINESS

Greco-Arencibia, Adrianna

From: Robert Jackson <robert.jackson@labormaxstaffing.com>
Sent: Thursday, December 06, 2018 2:37 PM
To: Greco-Arencibia, Adrianna
Cc: Thad Jackson
Subject: Re: Labor Max Staffing - Letter of Authorization Request
Attachments: image230375.png

Unfortunately, we will not be able to resign the exact same contract. At the time this contract was signed, we did not consult our contracts department, and found out that we had agreed to terms and conditions that were unacceptable to our corporate office. We will gladly sign a new contract with the City of Boynton Beach, and still give a very comparable rate to that of Town of Palm Beach. It is not the rate that is the issue, but some of the terms as written in contract 2018-33. I am sorry for the inconvenience, please let me know how you would like to proceed..

Thank You,

Robert Jackson
Account Manager
LaborMax Staffing
2930 Forest Hill Blvd. Unit D
Palm Springs, FL 33406

561-651-9824 Office
407-978-1668 Cell
561-651-9467 Fax
Robert.jackson@labormaxstaffing.com
Visit us at www.labormaxstaffing.com
Like us on Facebook at www.facebook.com/labormaxstaffing1

LaborMAX STAFFING

"Changing People's Lives Is What We Do, Putting Them Back To Work Is How We Do It"

Small Business SBE CERTIFIED Enterprise

MINORITY BUSINESS MBE CERTIFIED ENTERPRISE

On Thu, Dec 6, 2018 at 1:22 PM Greco-Arencibia, Adrianna <Greco-ArencibiaA@bbfl.us> wrote:

Good afternoon,

We can only piggyback the contract for the laborers stated within it. We have to follow the contract exactly the way it is written according to the Town of Palm Beach and what your company accepted. There cannot be any changes or revisions made to the contract or we cannot use it.

I need a letter of authorization from your company right away or we will not be able to request a purchase order. I need the letter within the hour, can you supply the letter? Please advise, thank you.

Adrianna Greco-Arencibia
Assistant to Director
Public Works / Solid Waste
Mailing Address: P.O. Box 310 | Boynton Beach, Florida 33425
Physical Address: 222 N.E. 9th Ave. | Boynton Beach, Florida 33435
561-742-6596 | 561-742-6211
Greco-ArencibiaA@bbfl.us | boynton-beach.org/
Follow us on

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.

From: Thad Jackson <thad.jackson@labormaxstaffing.com>
Sent: Wednesday, December 05, 2018 9:31 AM
To: Greco-Arencibia, Adrianna <Greco-ArencibiaA@bbfl.us>
Cc: Robert Jackson <robert.jackson@labormaxstaffing.com>
Subject: Re: Labor Max Staffing - Letter of Authorization Request

Good Morning Adrianna,

I just heard back from my contracts department, and to give you a brief summary, I signed the Town of Palm Beach contract shortly after opening my entity.

Unfortunately, I did so without using my contracts department. I later discovered I had agreed to some work & language that LaborMax does not traditionally accept.

Therefore, I am able to honor the rate, however I can either have my contracts department remove the jobs and language, or City of Boynton Beach can submit their own contract.... whichever is easiest.

Just for clarification, the jobs LaborMax does not traditionally accept (because of insurance & liability) are: Riding on back or driving trash collection vehicles, work on pitched roofs/roofing or any type of care, such as nursing, caregivers etc.

Please let me know if you have any questions or concerns.

I would love to have your business..

Lastly, I will be on a flight and unavailable today after 1:30 ET

Thanks

Thad Jackson

On Mon, Dec 3, 2018, 10:19 AM Greco-Arencibia, Adrianna <Greco-ArencibiaA@bbfl.us wrote:

Thank you for getting back to me. Mr. Jackson contacted me and will be sending me the information I need. Thank you

Adrianna Greco-Arencibia
Assistant to Director
Public Works / Solid Waste
Mailing Address: P.O. Box 310 | Boynton Beach, Florida 33425
Physical Address: 222 N.E. 9th Ave. | Boynton Beach, Florida 33435
561-742-6596 | 561-742-6211
Greco-ArencibiaA@bbfl.us | boynton-beach.org/
Follow us on

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.

From: Thad Jackson <thad.jackson@labormaxstaffing.com>
Sent: Monday, December 03, 2018 10:36 AM
To: Greco-Arencibia, Adrianna <Greco-ArencibiaA@bbfl.us>
Cc: contracts@labormaxstaffing.com; Robert Jackson <robert.jackson@labormaxstaffing.com>
Subject: Re: Labor Max Staffing - Letter of Authorization Request

Adrianna,

I am out of town until Wednesday, however I have copied my contracts department on this email

On Mon, Dec 3, 2018, 8:11 AM Greco-Arencibia, Adrianna <Greco-ArencibiaA@bbfl.us wrote:

Good morning,

My name is Adrianna with the City of Boynton Beach. We would like to piggyback your Town of Palm Beach Contract #2018-33. We are in the process of creating our blankets for the new fiscal year and need a letter of authorization stating the contract # and authorizing the City of Boynton Beach to piggyback the contract and saying you will honor the same pricing and terms.

Would you be able to provide me with an authorization letter by Wednesday, December 5th or sooner?

If you have any questions, please let me know.

Thank you

Adrianna Greco-Arencibia
Assistant to Director
Public Works / Solid Waste
Mailing Address: P.O. Box 310 | Boynton Beach, Florida 33425
Physical Address: 222 N.E. 9th Ave. | Boynton Beach, Florida 33435
561-742-6596 | 561-742-6211
Greco-ArencibiaA@bbfl.us | boynton-beach.org/
Follow us on

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.

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 12/18/2018

REQUESTED ACTION BY COMMISSION:
Approve utilizing the Palm Beach County, FL Sole Source Solicitation SS555443A with IXOM Watercare, Inc. for MIEX System Support with the same terms, conditions, specifications and pricing. The maximum anticipated annual expenditure for the MIEX System Support services is $52,950. Palm Beach County has complied with purchasing policies and considered this as a sole source provider of MIEX system support services.

EXPLANATION OF REQUEST:
Term of Renewal Period: September 18, 2018 - September 17, 2019

As part of the upgrade and expansion of the East Water Treatment Plant, the MIEX anion exchange treatment process was added to remove organics from the raw water. The MIEX process utilizes magnetically charged DOC anion exchange resin beads which aid in the removal and settling of organics. Over time, attrition of the resin beads occurs and additional resin must be added to maintain the ongoing operation of the treatment process. The support services agreement requested herein, will provide a mechanism for the MIEX system representatives to analyze day to day operational data, collect and analyze samples and perform field inspections. The MIEX system representatives will then provide feedback for process optimization and reduction of resin replacement.

Utilities will utilize an existing Palm Beach County contract with IXOM Watercare, Inc. for MIEX System Support services.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
The use of MIEX anion exchange system is already proving to have significantly improved the quality of the finished water for the customers of Boynton Beach Utilities. Technical services are needed in order to optimize operations.

FISCAL IMPACT: Budgeted
Budgeted funding is available in Utilities account 401-2811-536-34.63

ALTERNATIVES:
Since the MIEX treatment process is an integral part of the East Water Treatment Plant, 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
🗋	Contract	MIEX System Support Contract Renewal
🗋	Contract	MIEX System Support Contract
🗋	Quotes	MIEX Service Agreement TC Letter & Quote

Purchasing Department
50 South Military Trail, Suite 110
West Palm Beach, FL 33415-3199
(561) 616-6800
FAX: (561) 616-6811
www.pbcgov.com/purchasing

Palm Beach County Board of County Commissioners

Melissa McKinlay, Mayor
Mack Bernard, Vice Mayor
Hal R. Valeche
Paulette Burdick
Dave Kerner
Steven L. Abrams
Mary Lou Berger

County Administrator

Verdenia C. Baker

"An Equal Opportunity Affirmative Action Employer"

Form L

July 31, 2018

Ixom Watercare, Inc.
Jon Dyess
8150 S Akron Street, Suite 401
Centennial, CO 80112

TERM CONTRACT #SS555443A

Dear Vendor:

This is to inform you that Palm Beach County Board of County Commissioners ("County") is entering into a Term Contract with your company for IXOM WATERCARE, INC. MIEX SYSTEM SUPPORT based on:

[X] RENEWAL OF CONTRACT based on SOLICITATION #SS555443/KM in accordance with all original terms, conditions, specifications and prices with no deviation. Vendor shall notify Purchasing immediately if the sole source status changes.

The term of this contract is 09/18/18 through 09/17/19, and has an estimated dollar value of $90,000.00.

If applicable, Vendor shall maintain all insurance coverage(s) throughout the entire term of the contract, including any renewals or extensions thereof.

County User Departments will issue individual "Delivery Orders" against this contract as your authorization to deliver. The original invoice must be sent to the address on the Delivery Order ("DO") and must reference the DO number (e.g., DO 680 XY0303050000000001111). A copy of the invoice may be sent to the County User Department. Invoices submitted on carbon paper shall not be accepted. In order for the County to make payment, the Vendor's Legal Name; Vendor's Address; and Vendor's TIN/FEIN Number on the Vendor's bid/quote/response must be exactly the same as it appears on the invoice and in the County's VSS system that can be accessed at https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService. Failure to comply with the foregoing may result in a delay in processing payment.

If you have any questions, please contact Colleen Cardillo, Senior Buyer at ccardill@pbcgov.org or (561) 616-6839.

Sincerely,

Tammy Smith

Tammy Smith
Purchasing Manager

c: Vernetha Green, Water Utilities
File

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Purchasing Department
www.pbcgov.org/purchasing

BOARD OF COUNTY COMMISSIONERS
SOLE SOURCE SOLICITATION
#SS555443/KM

IXOM WATERCARE, INC. MIEX SYSTEM SUPPORT, TERM CONTRACT

DUE DATE: August 11, 2017 AT 4:00 P.M.

It is the sole purpose and intent of this solicitation to secure a contract for item(s) and/or services as listed herein. The sole source vendor is hereby placed on notice that acceptance of its response by Palm Beach County shall constitute a binding contract.

This Solicitation, General Conditions, Instructions, Special Conditions, Specifications, Attachments, Amendments (if issued), and/or any other referenced document form a part of this solicitation and response thereto, and by reference are made a part thereof. The sole source vendor shall be bound by all terms, conditions and requirements in these documents. Vendor shall notify Palm Beach County Purchasing Department immediately if the sole source status changes.

SUBMIT SOLICITATION TO:

Palm Beach County Purchasing Department
Attention: Kristen A. Monnett, Senior Buyer
50 South Military Trail, Suite 110
West Palm Beach, Florida 33415-3199
Fax #: (561) 242-6724
E-mail: kmonnett@pbcgov.org

Solicitation may be submitted via fax or e-mail.

C A U T I O N

In order to do business with Palm Beach County, vendors are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system which can be accessed at https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService.

**In accordance with the provisions of ADA,
this document may be requested in an alternate format.**

**50 South Military Trail, Suite 110, West Palm Beach, FL 33415-3199
(561) 616-6800 FAX: (561) 616-6811**

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION
GENERAL CONDITIONS

1. GENERAL INFORMATION

Vendor is advised that this package constitutes the complete set of specifications, terms, and conditions which forms the binding contract between Palm Beach County and the vendor. Changes to this solicitation may be made only by written amendment issued by the County Purchasing Department. Vendor is further advised to closely examine every section of this document, to ensure that all sequentially numbered pages are present, and to ensure that it is fully understood. Questions or requests for explanations or interpretations of this document must be submitted to the Purchasing Department contact in writing. Vendor certifies that its response is made without reliance on any oral representations made by the County.

The obligations of Palm Beach County under this award are subject to the availability of funds lawfully appropriated for its purpose.

2. LEGAL REQUIREMENTS

a. **COMPLIANCE WITH LAWS AND CODES**: Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the vendor shall in no way be a cause for relief from responsibility. The vendor shall strictly comply with Federal, State and local building and safety codes. Equipment shall meet all State and Federal Safety regulations. Vendor certifies that all products (materials, equipment, processes, or other items supplied in response to this solicitation) contained in its response meets all ANSI, NFPA and all other Federal and State requirements. Vendor further certifies that if the product delivered is subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product into compliance shall be borne by the vendor.

Any toxic substance provided to the County as a result of this solicitation or resultant contract shall be accompanied by its Safety Data Sheet (SDS).

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the vendor and Palm Beach County for any terms and conditions not specifically stated in the solicitation.

b. **DISCRIMINATION PROHIBITED**: Palm Beach County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R-2014-1421, as may be amended, the vendor 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. Per Resolution R-2014-1421, as may be amended, the vendor shall comply with the requirements set forth in Section 3.d. hereinbelow.

c. **INDEPENDENT CONTRACTOR RELATIONSHIP**: The vendor is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the vendor's sole direction, supervision, and control. The vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the vendor's relationship, and the relationship of its employees, to the County shall be that of an Independent Contractor and not as employees or agents of the County.

d. **CRIMINAL HISTORY RECORDS CHECK ORDINANCE**: Pursuant to Palm Beach County Code Section 2-371 through 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), the County will conduct fingerprint based criminal history record checks on all persons not employed by the County who repair, deliver, or provide goods or services for, to, or on behalf of the County. A fingerprint based criminal history record check shall be conducted on all employees of vendors, contractors, and subcontractors of contractors, including repair persons and delivery persons, who are unescorted when entering a facility determined to be either a critical facility ("Critical Facilities") or a criminal justice information facility ("CJI Facilities"), which are critical to the public safety and security of the County. County facilities that require this heightened level of security are identified in Resolution R-2003-1274, as amended. In October 2013, compliance with the requirements of the U. S. Federal Bureau of Investigations CJI Security Policy was added to the Ordinance, which includes a broad list of disqualifying offenses. The vendor is solely responsible for understanding the financial, schedule, and/or staffing implications of this Ordinance. Further, the vendor acknowledges that its bid price includes any and all direct or indirect costs associated with compliance of with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the County.

e. **PUBLIC ENTITY CRIMES**: F.S. 287.133 requires Palm Beach County to notify all vendors of the following: "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 with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

f. **NON-COLLUSION**: Vendor certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act which may result in unfair advantage for one or more vendors over other vendors. Conviction for the Commission of any fraud or act of collusion in connection with any sale, bid, quotation, proposal or other act incident to doing business with Palm Beach County may result in permanent debarment.

No premiums, rebates or gratuities are permitted; either with, prior to or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of materials, discontinuation of services, removal from the vendor bid list(s), and/or debarment or suspension from doing business with Palm Beach County.

g. **CONFLICT OF INTEREST**: Vendor shall disclose with their response the name of any officer, director, or agent who is also an employee or a relative of an employee of Palm Beach County. Further, vendor shall disclose the name of any County employee or relative of a County employee who owns, directly or indirectly, an interest of ten percent or more in the vendor's firm or any of its branches.

h. **SUCCESSORS AND ASSIGNS**: The County and the vendor each binds itself and its successors and assigns to the other party in respect to all provisions of this Contract. Neither the County nor the vendor shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

i. **INDEMNIFICATION**: Regardless of the coverage provided by any insurance, the vendor shall indemnify, save harmless and defend the County, its agents, servants, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the vendor, its subcontractors, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to this solicitation and/or resultant contract.

j. **PUBLIC RECORDS, ACCESS AND AUDITS**: Any material submitted in response to this solicitation is considered a public document in accordance with Section 119.07, F.S. This includes material which the vendor might consider to be confidential. All submitted information that the vendor believes to be confidential and exempt from disclosure (i.e., a trade secret or as provided for in Section 119.07 and Section 812.081, F.S.) must be specifically identified as such. Upon receipt of a public records request for such information, a determination will be

made as to whether the identified information is, in fact, confidential.

The vendor shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The County shall have access to such records as required in this Section for the purpose of inspection or audit during normal business hours, at the vendor's place of business.

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Vendor: **(i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2), F.S.**, the Vendor shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Vendor is specifically required to:

1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service;
2) Upon request from the County's Custodian of Public Records ("County's Custodian") or the County's representative/liaison, on behalf of the County's Custodian, provide the County 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 or as otherwise provided by law. The Vendor further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
3) Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the Vendor does not transfer the records to the public agency. Nothing contained herein shall prevent the disclosure of or the provision of records to the County.
4) Upon completion of the Contract, the Vendor shall transfer, at no cost to the County, all public records in possession of the Vendor unless notified by the County's representative/liaison, on behalf of the County's Custodian, to keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically by the Vendor must be provided to County, upon request of the County's Custodian or the County's representative/liaison, on behalf of the County's Custodian, in a format that is compatible with the information technology systems of the County, at no cost to the County.

Vendor acknowledges that it has familiarized itself with the requirements of Chapter 119, F. S., and other requirements of state law applicable to public records not specifically set forth herein. Failure of the Vendor to comply with the requirements of this Section, Chapter 119, F.S. and other applicable requirements of state law, shall be a material breach of this Contract. The County shall have the right to exercise any and all remedies available to it for breach of contract, including but not limited to, the right to terminate for cause.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

k. **INCORPORATION, PRECEDENCE, JURISDICTION**: This solicitation shall be included and incorporated in the final award. The order of contractual precedence shall be the solicitation document (original terms and conditions), response, and purchase order or term contract order. Any and all legal action necessary to enforce the award or the resultant contract shall be held in Palm Beach County and the contractual obligations shall be interpreted according to the laws of Florida.

l. **LEGAL EXPENSES**: The County shall not be liable to a vendor for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of this contract, or from any other matter generated by or relating to this contract.

m. **NO THIRD PARTY BENEFICIARIES:** 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 vendor.

n. **SCRUTINIZED COMPANIES (WHEN CONTRACT VALUE IS GREATER THAN $1 MILLION)**: As provided in F.S. 287.135, by entering into a Contract or performing any work in furtherance of this Sole Source solicitation, the VENDOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473, or on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725, or is engaged in business operations in Cuba or Syria.

If the County determines, using credible information available to the public, that a false certification has been submitted by VENDOR, the resulting Contract from this Sole Source solicitation may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135.

3. **SUBMISSION OF RESPONSE**: **Response must be submitted on the provided Sole Source "Response" Form.** Responses on vendor letterhead/quotation forms shall not be accepted. Responses must be signed by an agent of the company having authority to bind the company or firm. FAILURE TO SIGN THE RESPONSE FORM AT THE INDICATED PLACE(S) SHALL BE CAUSE FOR REJECTION OF THE RESPONSE. **Responses are to be submitted to the Palm Beach County Purchasing Department representative no later than the time indicated herein.**

a. **CERTIFICATIONS, LICENSES AND PERMITS**: Unless otherwise directed in the Special Conditions of this solicitation, vendor should include with its response a copy of all applicable Certificates of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board in the name of the vendor shown on the response page. It shall also be the responsibility of the vendor to maintain a current Local Business Tax Receipt (Occupational License) for Palm Beach County and all permits required to complete this contractual service at no additional cost to Palm Beach County. A Palm Beach County Local Business Tax Receipt (Occupational License) is required unless specifically exempted by law. In lieu of a Palm Beach County Local Business Tax Receipt (Occupational License), the vendor should include the current Local Business Tax Receipt (Occupational License) issued to the vendor in the response. It is the responsibility of the vendor to ensure that all required certifications, licenses and permits are maintained in force and current throughout the term of the contract. Failure to meet this requirement shall be considered default of contract.

b. **PERFORMANCE DURING EMERGENCY**: By submitting a response vendor agrees and promises that, during and after a public emergency, disaster, hurricane, flood, or acts of God, Palm Beach

County shall be given "first priority" for all goods and services under this contract. Vendor agrees to provide all goods and services to Palm Beach County during and after the emergency at the terms, conditions, and prices as provided in this solicitation on a "first priority" basis. Vendor shall furnish a 24-hour phone number to the County in the event of such an emergency.

c. **SALES PROMOTIONS / PRICE REDUCTIONS:** Should sales promotions occur during the term of the contract that lower the price of the procured item, the vendor shall extend to the County the lower price offered by the manufacturer on any such promotional item. Further, any price decreases effectuated during the contract period by reason of market change or otherwise, shall be passed on to Palm Beach County. Additionally, anytime after award, the vendor may offer a reduced price which shall remain in effect for the duration of the contract.

d. **VENDOR'S NON-DISCRIMINATION POLICY:** The vendor shall perform the following and shall use the attached form "Non-Discrimination Policy" in order to do the same:

1. Submit to Palm Beach County a copy of its non-discrimination policy, which shall be consistent with the non-discrimination policy of Palm Beach County as set forth in Section 2.b. hereinabove; **OR**
2. In the event that the vendor **does not** have a written non-discrimination policy, the vendor shall sign and submit to Palm Beach County a statement affirming that its non-discrimination policy is in conformance with Palm Beach County's non- discrimination policy as provided in Palm Beach County Resolution R-2014-1421, as may be amended.

The vendor shall satisfy the requirements set forth in this Section 3.d. prior to execution of a contract with Palm Beach County and within a time frame specified by Palm Beach County (normally within 2 working days of request). The vendor's failure to satisfy the requirements set forth herein shall render its bid non-responsive. It is the responsibility of the successful bidder to maintain a non-discrimination policy that conforms with the County's policy as set forth in Section 2.b. hereinabove throughout the term of the contract. Failure to meet this requirement shall be considered a default of contract.

4. CONTRACT ADMINISTRATION

a. **DELIVERY AND ACCEPTANCE:** Deliveries of all items shall be made as soon as possible. Deliveries resulting from this solicitation are to be made during the normal working hours of the County. Time is of the essence and delivery dates must be met. The vendor shall be responsible for making any and all claims against carriers for missing or damaged items.

Delivered items shall not be considered "accepted" until an authorized agent for Palm Beach County has, by inspection or test of such items, determined that they appear to fully comply with specifications. The Board of County Commissioners may return, at the expense of the vendor and for full credit, any item(s) received which fail to meet the performance standards.

b. **FEDERAL AND STATE TAX:** Palm Beach County is exempt from Federal and State taxes. The authorized agent for Purchasing shall provide an exemption certificate to the vendor, upon request. Vendors are not exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor are vendors authorized to use the County's Tax Exemption Number in securing such materials. Any sales tax paid by vendors to their suppliers for materials to fulfill contractual obligations with the County are not reimbursable by the County to the vendor.

c. **PAYMENT:** In order for Palm Beach County to make payment, the Vendor's Legal Name; Vendor's Address; and Vendor's TIN/FEIN Number on the Vendor's response must be exactly the same as it appears on the invoice and in Palm Beach County's VSS system which can be accessed at **https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService**. Vendor **shall** send **ALL ORIGINAL** invoices to the following address and **may** send copies of invoices to the Palm Beach County Department requesting the goods/services. Invoices submitted on carbon paper shall not be accepted.

PALM BEACH COUNTY
FINANCE DEPT.
P.O. BOX 4036
WEST PALM BEACH, FL 33402-4036

Payment shall be made by the County after goods / services have been received, accepted and properly invoiced as indicated in the contract and / or order. Invoices must bear the order number. The Florida Prompt Payment Act is applicable to this solicitation. Interest penalties will only be paid in accordance with the Florida Prompt Payment Act, Florida Statute 218.70.

Note: Palm Beach County Vendors can now be paid by Credit Card via the County's voluntary Payment Manager Program. For vendors who don't have a merchant account, one is needed to utilize the Program. For vendors with a merchant account, you will need to enroll with the Palm Beach County Clerk & Comptroller's office. For information, contact the Palm Beach County Clerk & Comptroller at pbcpaymentmgr@mypalmbeachclerk.com or 561-355-7851.

d. **CHANGES:** The Director of Purchasing, Palm Beach County, by written notification to the vendor may make minor changes to the contract terms. Minor changes are defined as modifications which do not significantly alter the scope, nature, or price of the specified goods or services. Typical minor changes include, but are not limited to, place of delivery, method of shipment, minor revisions to customized work specifications, and administration of the contract. The vendor shall not amend any provision of the contract without written notification to the Director of Purchasing, and written acceptance from the Director of Purchasing or the Board of County Commissioners.

e. **DEFAULT:** The County may, by written notice of default to the vendor, terminate the contract in whole or in part if the vendor fails to satisfactorily perform any provisions of this solicitation or resultant contract, or fails to make progress so as to endanger performance under the terms and conditions of this solicitation or resultant contract, or provides repeated non-performance, or does not remedy such failure within a period of 10 days (or such period as the Director of Purchasing may authorize in writing) after receipt of notice from the Director of Purchasing specifying such failure. In the event the County terminates this contract in whole or in part because of default of the vendor, the County may procure goods and/or services similar to those terminated, and the vendor may be liable for any excess costs incurred due to this action.

If it is determined that the vendor was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of, the vendor), the rights and obligations of the parties shall be those provided in "Termination for Convenience" as stated below.

f. **TERMINATION FOR CONVENIENCE:** The Director of Purchasing may, whenever the interests of the County so require, terminate the contract, in whole or in part, for the convenience of the County. The Director of Purchasing shall give five (5) days prior written notice of termination to the vendor, specifying the portions of the contract to be terminated and when the termination is to become effective. If only portions of the contract are terminated, the vendor has the right to withdraw, without adverse action, from the entire contract.

Unless directed differently in the notice of termination, the vendor shall incur no further obligations in connection with the terminated work, and shall stop work to the extent specified and on the date given in the notice of termination. Additionally, unless directed differently, the vendor shall terminate outstanding orders and/or subcontracts related to the terminated work.

g. **REMEDIES:** 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 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.

h. **RENEWAL OPTION**: The contract shall be for twelve (12) months with the option to renew for four (4) additional twelve (12) month periods. The option for renewal shall only be exercised upon verification of continued sole source status and upon mutual written agreement with all original terms and conditions adhered to with no deviations.

At the beginning of each of the four (4) twelve (12) month option periods, the County may consider a single annual price adjustment to the unit price(s) based on new pricing from the vendor.

Any renewal including subsequent price adjustments shall be subject to the appropriation of funds by the Board of County Commissioners.

5. **PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS**:

Pursuant to Palm Beach County Code, Section 2-421 – 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a 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.

THIS IS THE END OF "GENERAL CONDITIONS."

SPECIAL CONDITIONS

6. GENERAL/SPECIAL CONDITION PRECEDENCE

In the event of conflict between General Conditions and Special Conditions, the provisions of the Special Conditions shall have precedence.

7. CRIMINAL HISTORY RECORDS CHECK

This solicitation includes sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to Palm Beach County Code Section 2-371 through 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), and Resolution R-2003-1274, as amended. County staff representing the User County Department will contact the vendor and provide specific instructions for meeting the requirements of this Ordinance. This provision applies to and must be adhered to by all vendors, contractors, and subcontractors of contractors, including repair persons and delivery persons, who are unescorted when entering critical facilities or criminal justice information facilities.

Individuals passing the background check will be issued a badge. Vendor shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract work and return them to the County. If the vendor or its subcontractor terminates an employee who has been issued a badge, the vendor must notify the County within two (2) hours. At the time of termination, the vendor shall retrieve the badge and return it to the County in a timely manner. The County reserves the right to suspend any vendor that; 1) does not comply with the requirements of County Code Section 2-371 through 2-377 as amended; 2) does not contact the County regarding a terminated vendor employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

8. METHOD OF ORDERING (TERM CONTRACT)

A contract shall be issued for a term of twelve (12) months or until the estimated amount is expended, at the discretion of the County. The County will order on an "as needed" basis.

9. AS SPECIFIED

A term contract delivery order (DO) will be issued to the vendor with the understanding that all items delivered must meet the specifications herein. Palm Beach County will return, at the expense of the vendor, items not delivered as specified.

10. ESTIMATED EXPENDITURES

The anticipated term of the contract to be awarded as a result of this solicitation is for twelve (12) months. The anticipated value during the contract term is $90,000. Palm Beach County reserves the right to increase or decrease the anticipated value as necessary to meet actual requirements, and to re-solicit for the contracted goods and services at any time after the anticipated value of this contract has been reached, notwithstanding that the anticipated term has not been completed.

11. WORK SITE SAFETY/SECURITY

The vendor shall at all times guard against damage or loss to the property of Palm Beach County, the vendor's own property, and/or that of other contractors, and shall be held responsible for replacing or repairing any such loss or damage. When applicable, the vendor shall provide fences, signs, barricades, flashing lights, etc., at no additional cost to the County, necessary to protect and secure the work site(s) and insure that all County, State of Florida, OSHA, and other applicable safety regulations are met. Additionally, vendor shall provide for the prompt removal of all debris from Palm Beach County property. Palm Beach County may withhold payment or make such deductions as deemed necessary to ensure reimbursement or replacement for loss or damage to property through negligence of the vendor or its agents.

12. INSURANCE REQUIRED

It shall be the responsibility of the vendor to provide evidence of the following minimum amounts of insurance coverage to Palm Beach County, c/o Insurance Tracking Services, Inc. (ITS), P.O. Box 20270, Long Beach, CA 90801. Subsequently, the vendor shall, during the term of the Contract, and prior to each renewal thereof, provide evidence of insurability to ITS at pbc@instracking.com or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein.

Commercial General Liability Insurance. Vendor shall maintain Commercial General Liability Insurance, or similar form, at a limit of liability not less than $500,000 Each Occurrence for Bodily Injury, Personal Injury and Property Damage Liability.

Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Completed Operations, Personal Injury/Advertising Liability, Contractual Liability and Broad Form Property Damage coverages. Coverage for the hazards of explosion, collapse and underground property damage (X-C-U) must also be included when applicable to the work to be performed. **This coverage shall be endorsed to include Palm Beach County as an Additional Insured.**

Business Auto Liability Insurance. Vendor shall maintain Business Auto Liability Insurance at a limit of liability not less than $500,000 Combined Single Limit Each Accident for all owned, non-owned, and hired automobiles. (In this context, the term "Autos" is interpreted to mean any land motor vehicle, trailer or semi trailer designed for travel on public roads.) In the event vendor neither owns nor leases automobiles, the Business Auto Liability requirement shall be amended allowing vendor to maintain only Hired & Non-Owned auto Liability and shall provide either an affidavit or a letter on company letterhead signed by the vendor indicating either the vendor does not own any vehicles, and if vehicles are acquired throughout the term of the contract, vendor agrees to purchase "Owned Auto" coverage as of the date of acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.

Workers' Compensation and Employer's Liability Insurance. Vendor shall maintain Workers' Compensation & Employer's Liability Insurance in accordance with Florida Statute Chapter 440.

A signed Certificate or Certificates of Insurance, evidencing that required insurance coverages have been procured by the vendor in the types and amounts required hereunder shall be transmitted to the County via the Insurance Company/Agent within a time frame specified by the County (normally within 2 working days of request). Failure to provide required insurance shall render your response non responsive.

Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional liability, when applicable), said Certificate(s) shall clearly confirm that coverage required by the contract has been endorsed to include Palm Beach County as an Additional Insured.

Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage. It is the responsibility of the vendor to ensure that all required insurance coverages are maintained in force throughout the term of the contract. Failure to maintain the required insurance shall be considered default of contract.

All insurance must be acceptable to and approved by County as to form, types of coverage and acceptability of the insurers providing coverage.

Vendor shall agree that all insurance coverage required herein shall be provided by vendor to County on a primary basis.

SPECIFICATIONS
SOLICITATION #SS555443/KM

IXOM WATERCARE, INC. MIEX SYSTEM SUPPORT, TERM CONTRACT

PURPOSE AND INTENT

The sole purpose and intent of this solicitation is to secure firm, fixed pricing and establish a term contract for MIEX system operational and technical support for Palm Beach County.

GENERAL

Equipment is located at Water Treatment Plant #2, 2956 Pinehurst Drive, West Palm Beach, FL 33467.

SCOPE OF WORK

Improve operational performance of the existing MIEX System and assist with any questions that may arise as a result of the operation. Technical support shall include, but not be limited to, remote plant performance monitoring and resin condition monitoring. Technical support shall minimize the risk of failures occurring in the future, improve operator awareness, and optimize plant performance.

COUNTY'S RESPONSIBILITIES

The County shall:

- Provide access to the work area
- Reserve the right to require the removal of any of the successful bidder's employees from the project, if in the County's judgment, such removal is necessary to protect the County's interest.

SUCCESSFUL BIDDER'S RESPONSIBILITIES

The successful bidder shall be bound by all terms, conditions and requirements of this solicitation.

IXOM SERVICE SUPPORT

Support (Annual) billed in equal monthly installments.

Shall include the following:

- Resin condition monitoring (RCM). Up of 12 sample sets per annum
- Remote performance monitoring and support. Up to 12 remote monitoring and reporting per annum. IXOM shall prioritize the performance data review and where operational support requests from the County require considerable additional time it shall be IXOM'S responsibility to alert the County and seek approval for additional costs prior to incurring the additional engineering time.
- Regional Support via site visits on an as needed basis.

Remote Plant Performance Monitoring (Monthly)

Each month the County shall send IXOM a copy of MIEX plant log sheet and MIEX Operating Feedback, in PDF format via email, which provides a checklist for and summarizes the following items:

- DOC Color and UVA performance data;
- Water treatment historical trends (resin loss rates, service information, MIEX flow rate, resin concentrations in contactor, resin additions, etc.);
- Overall plant operation, general comments, points of interest, etc.;
- Specific anomalies or concerns;
- Copies of screen shots for trend screens;
- Resin RCM and WQM samples (as a function of RCM Program schedule).

IXOM will review the plant data and issue a *Remote Plant Performance Evaluation*. This report shall be provided within one (1) week of receipt of the operations data. Any urgent matters noted should be communicated via teleconference.

Resin Condition Monitoring (Monthly)

A sample of loaded and fresh resin from the plant shall be sent to IXOM every month to enable the resin condition to be analyzed. The objective of these tests is to monitor the resin condition for decline in quality, performance, fouling (organic and inorganic). The findings may prompt further actions and/or investigations.

The resin condition monitoring shall include the following, as applicable:

- Microscopy (view condition of resin);
- Bulk settled density (BSD) testing;
- Settling rate;
- IX activity (relative to laboratory resin);
- Particle size distribution for attrition rate monitoring as needed.

IXOM will review the results of the tests and issue a *Resin Performance Evaluation*. This report shall be provided within ten (10) business days of completion. Any urgent matters noted should be communicated via teleconference.

Site Visits (As Needed)

An IXOM Representative shall visit the site on an as needed basis at no additional cost to the County. The visit shall include the following objectives:

- Face to face meetings with supervision, plant operators, and maintenance personnel;
- On the ground assessment of performance and investigation into plant incidents or process failures (including mechanical faults);
- Additional informal operator training as requested or recommended by IXOM or the County in response to incidents or as identified.

COUNTY ACCEPTANCE

Payment shall be rendered upon acceptance of said service. Acceptance is defined as meeting all the terms, conditions and specifications as stated herein.

PAYMENT

Payment is based upon the pricing offered on the response page and no additional compensation shall be offered or paid. Price shall include, but not be limited to, all supervision, labor, equipment, materials, tools, machinery, transportation and other facilities and services necessary to fully and completely provide the item(s) as specified herein.

SOLE SOURCE RESPONSE PAGE
SOLICITATION #SS555443/KM

IXOM WATERCARE, INC. MIEX SYSTEM SUPPORT, TERM CONTRACT

ITEM NO.	DESCRIPTION	ESTIMATED 12 MONTH QUANTITY	UNIT	UNIT PRICE	TOTAL OFFER
1.	IXOM SERVICE SUPPORT AS SPECIFIED HEREIN	12	MO	$ 3,750	$ 45,000
2.	MIEX ENGINEER, NORMAL HOURS	250	HR	$ 100	$ 25,000
3.	MIEX ENGINEER, OVERTIME	154	HR	$ 130	$ 20,020

4.	EXPENSES AND OTHER SERVICES	COST PLUS 25 %

Acknowledge Criminal History Records Check requirement, per Term #7? YES/INITIAL RAC

Acknowledge Insurance requirements, per Term #12? YES/INITIAL RAC

Acknowledge Non-Discrimination Policy Form is included as specified herein? YES/INITIAL RAC

*** PLEASE AFFIX SIGNATURE WHERE INDICATED**

By signature on this document, vendor acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the County's solicitation, without exception, change or alteration of any kind, except as may have been amended by the County prior to the due date of this solicitation.

FIRM NAME: **(Enter the entire legal name of the bidding entity)** IXOM WATERCARE, INC.

DATE: 8/25/2017

*** SIGNATURE:** Randy A. Cable

PRINT NAME: Randy A. CABLE

PRINT TITLE: Global Head MIEX

ADDRESS: 8150 S. AKRON ST. SUITE 401

CITY / STATE: CENTENNIAL, CO ZIP CODE: 80112

TELEPHONE # (303) 768 7340

EMERGENCY # (303) 768 7345
(as required herein)

TOLL FREE # (877) 414 6439

E-MAIL: miex@ixom.com

FAX #: (303) 768 7373

APPLICABLE LICENSE(S)
NUMBER # _____ TYPE: _____

FEDERAL ID # 84-1574849

NON-DISCRIMINATION POLICY FORM
SOLE SOURCE SOLICITATION #SS555443/KM

Pursuant to Palm Beach County Resolution R-2014-1421 ("Resolution"), as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County ("County") that the County **"shall not conduct business with nor appropriate any funds for any organization or entity that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information."**

This Resolution requires that each organization or entity doing business with the County is "required to submit a copy of its non-discrimination policy, which shall be consistent with the non-discrimination policy stated above, **prior** to entering into any contract with the County." In the event an organization or entity does *not* have a written non-discrimination policy, such organization or entity "shall be required to sign a statement affirming their non-discrimination policy is in conformance with this resolution."

Check one:

( ) Organization/Entity hereby attaches its non-discrimination policy, which is consistent with the County's Non-Discrimination Policy and Resolution.

OR

(✓) Organization/Entity hereby acknowledges that it **does not** have a written non-discrimination policy and hereby **affirms by signing below** that its non-discrimination policy is in conformance with the County's Non-Discrimination Policy and Resolution.

ORGANIZATION / ENTITY INFORMATION:

Ixom Watercare Inc.
Name of Organization or Entity

Signature

Randy A. Cable
Name (type or print)

Global Head MIEX
Title

Rev. 06.13.2017

Exceptions to General Conditions:

4. e. **DEFAULT:** "In the event the County terminates this contract in whole or in part because of default of the vendor, The County may procure goods and/or services similar to those terminated" please strike the remainder of the sentence. Ixom cannot be liable for what another vendor may charge for their products.

IXOM Amendments to PBC General and Special Conditions:

1. **RETURNS:**
Returned Goods shall not be accepted unless Buyer obtains prior written approval and transportation instructions from Seller. All Goods returned to Seller must be in full containers or cases, unopened and in the same condition as when delivered. If a return is approved by Seller, Goods may be returned for exchange or credit only. Seller shall give no cash refunds for returned Goods. Approved returned Goods are subject to a restocking charge of 15% of the invoiced value of such Goods and Buyer shall pay all transportation charges.

2. **LIMITED WARRANTY:**

a) Subject to Section 2(e) and Section 3 below, Seller warrants title and that the Goods shall conform to Seller's standard sales specifications in effect at the time of manufacture or the specifications agreed by the parties in writing and contained or referenced in the Order.

b) Buyer is solely responsible for determining that the Goods and their specification and scope are appropriate for Buyer's intended use. Any advice or recommendations by Seller with respect to the Goods or the use of the Goods are provided in good faith based on tests or experience believed to be reliable but such advice or recommendations are not warranted. Buyer agrees that it is responsible for ensuring that Goods that comply with the warranties in Section 2(a) are fit and suitable for its purposes, requirements, processes, plant and equipment.

c) To the maximum extent permitted by law, Seller makes no other representation or warranty of any kind, and hereby expressly disclaims all other representations or warranties, express, implied, statutory or arising from a course of dealing, usage of the trade or otherwise, including without limitation any representation or warranty as to merchantability, fitness for a particular purpose, or any other matter with respect to the goods, whether used alone or in combination with any other goods, substances processes or materials or services.

d) In the event the exclusion of some or all of such warranties under section 2(c) for certain goods subject to this contract would be illegal, any additional warranty would be limited to the warranty required by applicable law and to the extent permitted by such law, would be subject to section 2(e) and section 3, and is conditioned upon use in accordance with label directions under normal conditions reasonably foreseeable to seller with buyer assuming the risk of any use contrary to label directions, under abnormal conditions or under conditions not reasonably foreseeable to seller.

e) Seller's sole liability and Buyer's sole remedy for breach of warranty are specifically limited to the repair of the goods (or re-performance of services when applicable) or the cost thereof where Seller fails to perform such repair necessitated by a breach of warranty, and such liability and remedy are exclusive of all other liabilities and remedies. Should these remedies be found inadequate or to have failed of their essential purpose for any reason whatsoever, Buyer agrees that the return of the amount paid by buyer to seller for

the purchase of the goods which fail to conform with the warranties set forth in section 3 shall be considered a fair and adequate remedy and prevent the remedies from failing of their essential purpose.

3. **LIMITATIONS OF LIABILITY:**

(a) The liability of Seller and its affiliates to Buyer under and in connection with the Contract is limited to the price allocable to the Goods giving rise to the claim and in no event shall the cumulative liability of Seller howsoever arising, whether under warranty, contract, tort, negligence, strict liability, indemnification, defense or any other cause or combination of causes whatsoever, exceed the total payment received from Buyer under the Contract in connection with the Goods. (b) To the extent permitted by law and not withstanding any provision to the contrary in the contract, Seller shall not be liable for special, indirect, incidental, or consequential damages, including without limitation, and loss of profits; loss of business revenues, loss of capital, failure to realize expected profits or savings, overhead costs, loss by reason of service interruption or increased expense of operation, loss of goodwill, loss of reputation, loss of value in any intellectual property, damages or liquidated sums payable pursuant to other agreements or to other third parties, other economic losses, whether arising under warranty, contract; negligence (including negligent misrepresentation) or other tort, strict liability, breach of statue, indemnification, or any other cause or combination of causes, including any theories of concurrent liability arising from a duty of care by operation of law or otherwise. This limitation of liability set forth in this Section 3 shall not apply to third-party claims of death or personal injury.

4. **SAFE STORAGE HANDLING AND USE: ASSUMPTION OF RISK:**

Buyer acknowledges that it is familiar with the risks associated with the storage, handling and use of Goods and any waste resulting therefrom. Accordingly and notwithstanding anything to the contrary set forth in the Contract, Buyer covenants and warrants and shall ensure that (i) that it and its employees, agents, carriers and customers are familiar with and adhere to all necessary and appropriate precautions and safety measures to safely store, handle or use the Goods; (ii) it and its employees, agents, carriers and customers shall comply with all applicable Laws, including without limitation, environmental laws and regulations pertaining to the storage, handling and use of Goods; (iii) shall obtain and comply with all required permits and licenses. Seller takes no responsibility for, and Buyer assumes all risks associated with waste characterization, regulatory status and chemical composition of any product, process, material, waste or substance into which the Goods are incorporated or applied. Without limiting the foregoing, Buyer shall further ensure that all storage tanks, vessels, and pipes, hoses and valves and other components used by Buyer or its employees, agents, carriers and customers to store, handle and transfer Goods which are bulk chemicals are properly installed and maintained to prevent injury, death or loss of containment during storage, handling and transfer of such Goods. If Buyer resells or distributes Goods to third parties, Buyer assumes responsibility for ensuring that it provides detailed instructions to such third parties regarding safe storage, handling and use of those Goods and any Storage Items or packaging in which such Goods are stored. To the maximum extent allowed by law, Buyer assumes all risks and liability whatsoever for all injuries, losses and damages to persons or property or otherwise as a result of (i) Buyer's, its employees', agents', carriers' or customers' handling, possession, further processing, storage, use treatment, transportation, disposal, sale or other use or disposition of the

Goods, whether used alone or in combination with other products, materials, substances or wastes, (ii) Buyer's, its employees', agents', carriers' or customers' violation or alleged violation of any Law, or (iii) Buyer's breach of any of its obligations set forth herein.

5. **FORCE MAJEURE:**

Shipments or deliveries may be totally or partially suspended or delayed by Seller during any period in which the Seller may be prevented or hindered from manufacture, delivery or supply through any circumstances outside Seller's reasonable control or where such manufacture, delivery or supply is rendered materially more expensive by such circumstances. Circumstances beyond Seller's reasonable control shall include, without limitation, strikes, lockouts or other labor difficulty; acts of carriers; acts of God; acts of civil or military authorities; acts or omissions of Buyer; war; riot; fire; explosion; acts of terrorism; flood; any inability to obtain or lack of any necessary or adequate materials, inputs, fuel, power, labor, equipment, containers, facilities or services on usual terms; power or water shortage; accidents or breakdowns or failures of plant or machinery or apparatus; delays, congestions or blockages at sea ports or transport depots or software, hardware or communication network; changes in applicable Laws; or any other event, whether or not enumerated herein, beyond the reasonable control of Seller that makes impractical the manufacture, transportation or shipment of the Goods or of a material or other resource upon which the manufacture, transportation or shipment of the Goods depends. Seller shall not incur any liability to Buyer in respect of such suspension.

6. **INTELLECTUAL PROPERTY:**

Seller is the sole and exclusive owner of the Intellectual Property in the Goods and processes incorporated in such Goods, and the rights attached to that Intellectual Property. Nothing herein grants to Buyer any right, title or interest in or to any of the Intellectual Property in the Goods. Buyer shall not claim to have acquired any right, title or interest to the Intellectual Property in the Goods by virtue of purchasing Goods sold hereunder. Buyer shall not deconstruct, reverse compile or reverse engineer the Goods in any way for the purpose of deciphering or replicating the chemical composition of the Goods. As used herein, "Intellectual Property" means any intellectual or industrial property right anywhere in the world including, without limitation, any patent, patent application, utility model, copyright (including copyright in manuals, databases, and promotional materials), registered design and other design rights, unpatented secrets and innovations, confidential information, and any other rights that may subsist anywhere in the world in improvements, inventions and other manufacturing processes or technical and other information of Seller. Buyer shall not resell, distribute or supply the Goods to any third party for any reason without Seller's prior written consent.

November 27, 2018

Juan Guevarez
Manager, Water Quality and Treatment
City of Boynton Beach
124 E. Woolbright Rd.
Boynton Beach, FL 33435

RE: MIEX® Service Agreement Terms and Conditions

Mr. Guevarez,

Please accept this correspondence as approval that Ixom Watercare, Inc. has extended the terms and conditions of the Palm Beach County Service Agreement to the City of Boynton Beach. The pricing provided under this agreement will be honored for the duration of the contract as detailed in the Palm Beach County Solicitation #SS555443A that is current through September 17, 2019.

This agreement includes the following service options:

- Resin condition monitoring: (RCM) A total of 12 sample sets per annum
- Remote performance monitoring and support. A total of up to 12 remote monitoring and reporting per annum.

The prorated cost of this agreement is $33,750 and will be split into monthly invoices starting in January, 2019. Additional engineering time, travel and expenses shall be charged in accordance with the schedule of rates detailed below.

- MIEX® Engineer (normal hours) $100 / hr. (Estimated to be 100 hours = $10,000)
- MIEX® Engineer (overtime) $130 / hr. (Estimated to be 40 hours = $5,200)
- Travel, Expenses & other services Cost + 25%

The schedule of this agreement shall run in concurrent with the calendar dates detailed in the Palm Beach County Solicitation.

We look forward to mutually successful partnership. If I or anyone else on the Ixom team can assist you, please do not hesitate to reach out.

Regards,

Jon Dyess
Customer Service Manager

Ixom Watercare, Inc.
8150 S. Akron St., Suite 401
Centennial, CO 80112
Office: 303-768-7345 Mobile: 720-201-0982
Email: jon.dyess@ixom.com

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 12/18/2018

REQUESTED ACTION BY COMMISSION: Legal Expenses - November 2018 - information at the request of the City Commission. No action required.

EXPLANATION OF REQUEST: Outside counsel has provided all November 2018 invoices to Risk Management and are also attached.

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

FISCAL IMPACT: Budgeted

ALTERNATIVES: n/a

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Attachment	Goren Cherof Doody & Ezrol November 2018 Invoices
Attachment	Goren Cherof Doody & Ezrol November 2018 Risk Litigation Oversight invoices

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

12/04/2018
ACCOUNT NO: 306-0603180
STATEMENT NO: 23109

Attn: Lynn Swanson

LABOR - General

			HOURS	
11/13/2018	SHB	Attend Andrae Robinson Pre-D at City Hall.	1.70	
	SHB	Review settlement agreement. Meeting with Laverriere at City Hall to discuss final settlement agreement. Discuss with staff.	1.70	
11/19/2018	SHB	Receive and review Lawrence Allen pre-d documents; discuss with Oldbury.	1.00	
11/21/2018	SHB	Follow up with Oldbury re: various matters.	0.30	
		FOR CURRENT SERVICES RENDERED	4.70	963.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
SHANA H. BRIDGEMAN	4.70	$205.00	$963.50

Photocopies	16.80
TOTAL EXPENSES THRU 11/30/2018	16.80
TOTAL CURRENT WORK	980.30
BALANCE DUE	$980.30

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

12/04/2018
ACCOUNT NO: 306-0806020
STATEMENT NO: 23110

Attn: Lynn Swanson

Red Light Cameras

			HOURS	
11/05/2018	MDC	Review e-mails, public records request on camera testing, confer with SHB.	0.30	
11/07/2018	MDC	Telephone call with SHB re: status of hearings before Judge D'amico.	0.30	
11/08/2018	SHB	Follow up re: upcoming trials and motions to dismiss. Discuss case matters and program matters with MDC.	0.60	
11/12/2018	SHB	Prepare and file notices of intent to rely on business records for use at trial.	2.30	
11/19/2018	SHB	Prepare and file notices of intent to rely on business records for use at trial.	0.50	
11/21/2018	SHB	Prepare and file notices of intent to rely on business records for use at trial. Follow up with Petriello re: pending matters.	0.60	
11/28/2018	MDC	Review Order from Miami-Dade County; confer with JAC, update City.	0.30	
11/29/2018	JAC	Review new court ruling and discuss with MC; prep to update Commission; call with SB re same.	0.80	
	MDC	Telephone call with ATS re: Miami-Dade order.	0.30	
	SHB	Receive and review Aventura-Stein order and hearing transcript; discuss with MDC. Conference call with ATS counsel re: appeal matters.	1.50	
11/30/2018	SHB	Prepare and file notices of intent to rely on business records for use at trial.	5.20	
	SHB	Correspondence to Commission enclosing copy of Aventura-Stein order.	0.30	
		FOR CURRENT SERVICES RENDERED	13.00	2,665.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
JAMES A. CHEROF	0.80	$205.00	$164.00
MICHAEL D. CIRULLO	1.20	205.00	246.00
SHANA H. BRIDGEMAN	11.00	205.00	2,255.00

TOTAL CURRENT WORK 2,665.00

BALANCE DUE $2,665.00

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

12/04/2018
ACCOUNT NO: 306-9001821
STATEMENT NO: 23111

Attn: Lynn Swanson

General Matters

			HOURS
11/01/2018	IS	Teleconference with city staff re: noise ordinance	0.30
	DNT	Review easement from Boynton Village CDD to City for observation deck; review request for city to take easement from owner of street.	0.80
	TAD	Receipt and review of correspondence re: report re: demolition issue. Review code requirements. Revise report and prepare correspondence to client with recommendations.	1.90
	JAC	Review QPODD annual meeting notice and pull related documents for prep; discuss with CG and discuss with Commissioner re attendance; tort defense case reviews.	3.50
11/02/2018	DNT	Review and revise lease agreement with Sprint for location at west water treatment plant; telephone call with Joe Paterniti re: lease with Sprint for wireless facility at west water treatment plant.	1.50
	JAC	Agenda review; prep for Bd of Adjustment meeting; research swale and ROW maintenance issue; conf with attys re pending assignments.	1.30
	SHB	Receive and review request for reasonable accommodation.	0.60
11/05/2018	SHB	Receive, review, and revise police department ride along waiver.	0.60
	JAC	Onsite office administration; conf with EB re David Norris unity of title issue and research re same; prep for and attend Bd. Board of Adjustment and Appeals meeting and follow re same; review FBC and local amendment process re possible change; review mail/memos; review beach access and state control lines issue.	10.00
	DNT	Telephone call with Chip Carlson re: easement at 125 East Boynton Beach Boulevard; review revise easement for 125 East Boynton Beach Blvd.	0.40
	TAD	Receipt and review of correspondence re: report to board. Receipt of information provided and report.	0.30
11/06/2018	IS	Review/research derelict/unattended vessels - teleconference with City Attorney's office in Palm Coast re: Code of Ordinances on same.	1.40
	JAC	Onsite appointments; prep for and attend QPODD with Commissioner; office administration and assignments review.	4.60
	DNT	Dictate summary of wireless communication facility ordinance revisions; review setback requirements for wireless communication facilities.	0.80
	SHB	Receive and review public records request re: red light camera records; various correspondence and telephone conference calls with clerk and police department staff. Follow up with PD re: driving range agreement.	2.00

General Matters

			HOURS
11/07/2018	JAC	Prep for meeting and attend Commission meeting meeting; onsite office and follow up with staff on pending issues; review cleaning service bid issues with TH and IT; review constitutional amendments re municipal impact and need for code amendments; review Bd of Adjustment authority issue and outline order;research puppy mill litigation issues.	7.40
11/08/2018	SMS	correspondences regarding insurance provisions in crime prevention lease; review of insurance provisions	0.40
	JAC	Commission meeting follow up; follow up research re puppy mill regulations; evaluate police station leas issues; review of access issue; review procurement issues; review DRI evolution of control and approval issue; research Roberts rules resolutions; review DEP landfill report.	4.20
	SHB	Chronic nuisance: discuss Homing Inn matters with Mark Woods; draft correspondence to attorney Shah. Follow up re: TARPON IV, LLC tax deed surplus, cert #5234-2010.	2.50
11/09/2018	SMS	call with risk manager and review of indemnification language regarding crime prevention unit lease; correspondences with opposing counsel regarding insurance provisions	0.50
	SHB	Chronic Nuisance - Draft Z Mart agreement; send to Woods for review. Attend Chronic Nuisance Team meeting at City Hall. Police - receive and review OCDETF agreements. Complete revisions to ride along waiver; send comments to PD. Art - begin review of kinetic art agreements.	5.00
11/12/2018	IS	Telephone conference call with city attorney from Palm Coast, FL re: derelict vessels	0.70
	SMS	review of sovereign immunity statute based correspondence with opposing counsel and insurance provisions	0.50
	JAC	Review foreclosure cases status and evaluate process; review pension board meeting location and access issue; prep re vacancy agenda item.	2.20
11/13/2018	SMS	drafting MOU for booking facility with Lantana; correspondences regarding Crime Prevention Unit occupancy	2.60
	JAC	Agenda review; conf with SB re same and re HUD settlement; follow up re general employees pension plan; review towing contract/ termination rights and liabilities; follow up on Build Board order.	3.60
	SHB	Telephone conference with Mark Woods re: chronic nuisance matters and Homing Inn matters. Follow up with attorney Shah re: Homing Inn chronic nuisance matters. Meeting with Laverriere re: agenda and meeting matters. Review and approve various agenda items.	5.20
11/14/2018	SMS	correspondences regarding Crime Prevention Unit and Memorandum of Understanding to assistant chief	0.30
	SHB	Discuss pet store ordinance with JAC; review other cities litigation and advise City Manager of pending complaint. Review Journey Church agreement and follow up with Krusell.	1.60
11/15/2018	SMS	meeting regarding closing and plat issues between master plan and plat on parcel 1 and 2; review of phase 1 and 2 for option to purchase for E2L	2.80

General Matters

			HOURS
	DNT	Telephone call with Bob Brown re: fence height in setback issue; review emails from Deborah Martahue re: wireless antenna and tower setbacks.	0.50
11/16/2018	DNT	Dictate and review emails re: lot 125 Royal Manor Estates.	0.40
11/19/2018	SHB	Office hours at City Hall. Attend executive team meeting. Discuss commission meeting matters with Laverriere.	5.00
11/20/2018	MDC	Confer with SHB re: process for appointing temporary Commissioner; review voting requirements.	0.30
	JAC	Review emails and misc pending issues.	0.50
	SHB	Discuss charitable donation matters with Chief Gregory and JAC. Meeting at City Hall with Chief Gregory, AC Snow, and BJS re: forfeiture procedures. Attend City Commission Meeting. Discuss meeting matters with JAC.	8.50
11/21/2018	IS	Review email from staff re: noise ordinance - Telephone conference call with staff re: noise ordinance - change title of certain section within ordinance and send back to staff for review/comment prior to second reading	0.50
	DNT	Review letter to owner of Royal Manor Estates lot 125.	0.40
	JAC	Review for SB coverage of meeting; misc calls re same; review emails.	0.80
	SHB	Follow up re: various commission meeting matters. Follow up re: Homing Inn matters. Follow up with Clerk's office re: meeting minutes/website access. Discuss gambling matters with Krusell. Review and approve ordinance ad. Review and approve art agreement.	2.50
11/26/2018	JAC	Onsite office administration; Agenda item review and prep.	4.70
11/27/2018	JAC	Onsite office administration; Agenda item review and prep; review forfeiture case process and role of officers; review RLC ruling and discuss with MC.	4.00
	DNT	Telephone call with Jennifer Hoffmeister re: hold harmless to be signed by Luann Andringa; revise hold harmless agreement to be signed by Luann Andringa.	0.70
	SHB	Receive and review AGOs provided by Kittendorf; follow up re: reasonable accommodation matters. Follow up with Krusell re: gambling matters. Follow up with Woods re: Chronic Nuisance/Homing Inn matters.	1.30
11/28/2018	IS	Find and review Minnesota Statute re: authority to contract with alliance and send email to JAC re: same	0.50
	JAC	Agenda item review and prep; review PD training-forfeitures with BS; call with LL re pending matters.	3.80
11/29/2018	DNT	Telephone call with Tom Connick re: NE 6th Avenue conveyance to city; review letter from federal housing finance agency; research ability of city to impose registration fee on freddie mac and fannie mae properties.	1.00
	JAC	Agenda items review and prep; follow up re procurement issues and Quantum unity of title release; prep to brief new Commissioner; review forfeiture issues with BS; research charter rewrite issue; review IAFF CBA and check comp contracts re DROP issue.	3.60
	SHB	Municipal prosecution: Antoinette Horsford - receive and review rough arrest and PC; prepare and file nolle prosse.	0.30

CITY OF BOYNTON BEACH

12/04/2018

ACCOUNT NO: 306-9001821

STATEMENT NO: 23111

General Matters

			HOURS	
11/30/2018	DNT	Review letter from federal housing finance agency and response; review status of purchase of water distribution systems.	0.50	
	DNT	Telephone call with Gary Dunmeyer re: NE 6th Avenue conveyance.	0.30	
	JAC	Onsite review land fill closure issue and meet with staff re same; office administration issues; review assignments; review commission agenda; review IAFF CBA and pension DROP issue; Call with D. Norris re Quantum property and unity of title: call with atty J. Herin re release of utility claim-research re same.	5.30	
		FOR CURRENT SERVICES RENDERED	114.90	17,500.00
		TOTAL CURRENT WORK		17,500.00
		BALANCE DUE		$17,500.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
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Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

12/04/2018
ACCOUNT NO: 306-9904950
STATEMENT NO: 23112

Attn: Lynn Swanson

Litigation Miscellaneous

			HOURS
11/01/2018	RAA	Discussion with Clerk staff re: citizen's attempt to effectuate service of pleading document; Receive/review pleading document and confer with Attorney Cherof re: same.	0.50
	BJS	Follow up with Scott Harris on pending matters/Legros	0.30
11/02/2018	RAA	With with Attorney DeCarlo re: pending litigation matters and strategy; Additional review of unfiled pleading document and review court dockets to confirm no required follow-up.	1.20
11/04/2018	BJS	Review correspondence and draft follow up response re: Return of Firearm/Mercy	0.40
11/05/2018	BJS	Review correspondence and Police Reports re: U Visa and follow up with Lynn Swanson	0.60
11/06/2018	BJS	Telephone call with Chief Snow and draft U Visa letter for her review and signature, follow up re: pending forfeitures/meeting with Chief Gregory, review draft order for return of firearms, follow up Motion to Return Property	2.50
	JAC	Review pending cases and pleadings for strategy discussion with TD and RA.	1.20
11/07/2018	BJS	Review correspondence and follow up re: Jones/Motion to Return Property	0.30
	TAD	Attend meeting with City re: status of claims and information on new actions and claims.	2.40
11/08/2018	BJS	Telephone call with Scott Harris re: pending forfeiture matters and follow up	0.30
	TAD	Receipt and review of correspondence from City re: Department of Justice report and request for information on claims. Review claims and prepare correspondence to City re: same. Receipt of correspondence re: agreement and prepare correspondence re: same.	1.20
11/12/2018	RAA	Meet with Attorney DeCarlo re: discussion of pending litigation matters and strategy.	1.00
11/13/2018	BJS	Follow up with Scott Harris re: pending matters/forfeitures, return of property	0.30
	TAD	Review claims information and correspondence re: preparation for meeting with City re: status and information needed.	1.30

Litigation Miscellaneous

			HOURS	
11/14/2018	TAD	Meet with City re: claims. Receipt and review of documents re: information on claims.	2.70	
11/16/2018	BJS	Draft follow up correspondence with Scott Harris re: Return of Property and follow up re: Drug Destruction request	0.40	
	TAD	Receipt and review of correspondence re: potential claim and additional correspondence re: documents.	0.30	
11/17/2018	BJS	Review new forfeiture re: Jean and draft follow up memorandum, follow up re: Return of Property	0.70	
11/19/2018	BJS	Review new forfeiture and draft follow up correspondence re: Henry Jackson	0.40	
11/20/2018	BJS	Attend meeting with Chief Snow and Chief Gregory at City Hall, review drug destruction petition and follow up	3.50	
11/21/2018	BJS	Begin review of Boynton and FDLE training materials re: forfeitures	0.50	
	JAC	Review pending forfeiture cases, Pinkney matter and review 48.151.	1.50	
11/27/2018	SHB	RPO Policy - review and revise.	1.30	
	BJS	Telephone call with Scott Harris, follow up re: Motion to Return Property, follow up re: Settlement/Currency	0.60	
	TAD	Receipt and review of correspondence from City re: commission and prepare correspondence re: same.	0.20	
11/28/2018	BJS	Meeting with JAC re: update, pending forfeitures, prepare for meeting with Chief Snow, follow up on settlements, Motions for Return of Property, and Drug Destruction Order	1.50	
	TAD	Receipt and review of correspondence re: claim information. Meet with city re: claims and pending litigation.	3.20	
11/29/2018	BJS	Attend meeting with Chief Snow re: Forfeitures at BBPD, review correspondence re: Subpoena for Deposition, follow up re: Motion to Return Property	5.00	
	RAA	Meet with H.R. staff re: Geico subrogation agent's proposed changes to general release on property damage claim; Review general release and proposed changes; Telephone conference call with Geico subrogation agent re: changes.	1.00	
	JAC	Review pending tort defense cases and status; discuss with RA; pleadings audit.	1.80	
11/30/2018	SHB	Additional revisions to RPO policy. Follow up with PD.	0.60	
	RAA	Meeting with Attorney DeCarlo re: discuss pending litigation matters, priorities and strategy; Telephone call with H.R. staff re: follow up on Geico subrogation agent's proposed changes to general release.	1.20	
	BJS	Review docket and draft follow up correspondence re: BATSIYAN/Return of Firearm, review Order re: return of property	0.80	
	TAD	Review status of claims and confer with IVR and RAA re: same.	1.30	
		FOR CURRENT SERVICES RENDERED	42.00	8,610.00

Litigation Miscellaneous

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
JAMES A. CHEROF	4.50	$205.00	$922.50
RYAN A. ABRAMS	4.90	205.00	1,004.50
SHANA H. BRIDGEMAN	1.90	205.00	389.50
BRIAN J. SHERMAN	18.10	205.00	3,710.50
TRACEY A. DECARLO	12.60	205.00	2,583.00

Photocopies	48.30
TOTAL EXPENSES THRU 11/30/2018	48.30
TOTAL CURRENT WORK	8,658.30
BALANCE DUE	$8,658.30

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

12/04/2018
ACCOUNT NO: 306-9905206
STATEMENT NO: 23113

Attn: Lynn Swanson

adv. Secured Holdings, Inc.

			HOURS	
11/08/2018	JAC	Prep for closed door and for public meeting discussion re QPODD and land transfers; document review re same.	2.80	
11/26/2018	JAC	Prep related to Prep related to QPODD closed door.	1.20	
11/27/2018	JAC	Prep related to QPODD settlement and related closed door/public meeting issues and report; conference with Commissioner.	3.00	
		FOR CURRENT SERVICES RENDERED	7.00	1,435.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
JAMES A. CHEROF	7.00	$205.00	$1,435.00

TOTAL CURRENT WORK	1,435.00
BALANCE DUE	$1,435.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

12/04/2018
ACCOUNT NO: 306-9905247
STATEMENT NO: 23114

Attn: Lynn Swanson

Purchase of Tropical Breeze Estates Utility System

			HOURS	
11/14/2018	DNT	Telephone call with Allison Hertz re: status of agreement and security deposits for new customers; telephone call with Barb Convoy re: status of security deposits.	0.40	
11/26/2018	DNT	Dictate and review emails re: status of asset purchase agreement.	0.50	
		FOR CURRENT SERVICES RENDERED	0.90	184.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
DAVID N. TOLCES	0.90	$205.00	$184.50

TOTAL CURRENT WORK	184.50
BALANCE DUE	$184.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

12/04/2018
ACCOUNT NO: 306-9905248
STATEMENT NO: 23115

Attn: Lynn Swanson

Purchase of Parry Village Utility System

			HOURS	
11/26/2018	DNT	Telephone call with Michael Low re: status of asset purchase agreement; review documents associated with transaction.	0.50	
		FOR CURRENT SERVICES RENDERED	0.50	102.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
DAVID N. TOLCES	0.50	$205.00	$102.50

TOTAL CURRENT WORK	102.50
BALANCE DUE	$102.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

12/04/2018
ACCOUNT NO: 306-9905263
STATEMENT NO: 23116

Attn: Lynn Swanson

Town Square Development

			HOURS	
11/01/2018	SMS	revising easements for construction and parking on JKM properties	2.80	
11/02/2018	SMS	revising easements based on development agreement with JKM and correspondence with ACM	1.60	
11/07/2018	SMS	review of opposing counsel redline revisions to the easements	1.40	
11/12/2018	SMS	review of CFP issues with Easement	0.10	
11/13/2018	RLL	Work to prepare closing binders of signed documents and title work.	1.50	
11/14/2018	RLL	Further work to organize title work on property parcels and prepare closing binder.	1.00	
11/15/2018	RLL	Further work on closing binder for title searches performed on multiple parcels; research agreements with E2L regarding language regarding construction of hotel.	1.30	
	DJD	Address status of closing; review documents.	1.50	
11/16/2018	DJD	Draft Cross Access Easement.	2.20	
11/28/2018	SMS	review of comments on MOU from JKM regarding parcels 2,3,7	0.60	
11/30/2018	DJD	Review email exchange.	0.80	
		FOR CURRENT SERVICES RENDERED	14.80	2,730.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
D.J. DOODY	4.50	$205.00	$922.50
SEAN M. SWARTZ	6.50	205.00	1,332.50
RACHEL L LEACH	3.80	125.00	475.00

Photocopies	88.55
TOTAL EXPENSES THRU 11/30/2018	88.55

CITY OF BOYNTON BEACH

12/04/2018

ACCOUNT NO: 306-9905263

STATEMENT NO: 23116

Town Square Development

TOTAL CURRENT WORK	2,818.55
BALANCE DUE	$2,818.55

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

12/04/2018
ACCOUNT NO: 306-9905275
STATEMENT NO: 23117

Attn: Lynn Swanson

adv. Predelus, Love (HUD Complaint)

			HOURS	
11/01/2018	JAC	Discuss settlement with SB; update research pre-signature.	0.80	
11/02/2018	SHB	Receive and review final settlement agreement from HUD. Follow up with investigators Jillian Lenson and Jeanine LaFratta at HUD.	0.90	
	JAC	Final review of settlement agreement per signing.	0.90	
11/05/2018	SHB	Discuss case matters with JAC. Telephone conference with Lenson re: settlement agreement.	0.60	
11/06/2018	SHB	Follow up with Lenson re: settlement agreement.	0.30	
11/14/2018	SHB	Finalize and transmit signed settlement agreement to investigator Lenson. Discuss next steps with Swanson. Transmit signed agreement to staff.	0.60	
11/20/2018	SHB	Follow up re: press release matters.	0.30	
11/26/2018	SHB	Review checklist re: completion of items in settlement agreement.	0.60	
11/29/2018	SHB	Follow up re: settlement matters, checklist, and implementing requirements of settlement agreement.	1.00	
		FOR CURRENT SERVICES RENDERED	6.00	1,230.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
JAMES A. CHEROF	1.70	$205.00	$348.50
SHANA H. BRIDGEMAN	4.30	205.00	881.50

TOTAL CURRENT WORK	1,230.00
BALANCE DUE	$1,230.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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100 East Boynton Beach Boulevard
Boynton Beach FL 33425

12/04/2018
ACCOUNT NO: 306-9905305
STATEMENT NO: 23118

Attn: Lynn Swanson

adv. The Crossings of Boynton Beach Condo Assn.
(Delva, Juckel, et., al.)

			HOURS	
11/14/2018	SHB	Receive and review correspondence from opposing counsel re: Answer to complaint. Review docket and pleadings filed in case re: property owner default on settlement agreement.	0.30	
11/20/2018	SHB	Revise and re-file Answer and Cross-Claim. Prepare and file Value of Property. Prepare Summons.	1.00	
		FOR CURRENT SERVICES RENDERED	1.30	266.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
SHANA H. BRIDGEMAN	1.30	$205.00	$266.50

TOTAL CURRENT WORK	266.50
BALANCE DUE	$266.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

12/04/2018
ACCOUNT NO: 306-9905346
STATEMENT NO: 23119

Attn: Lynn Swanson

v. Costas, Ivan Daniel, Jr. (Firearms Petition)

			HOURS	
11/12/2018	SHB	Review file. Follow up with PD re: new activity/status of Respondent since issuance of RPO.	0.60	
		FOR CURRENT SERVICES RENDERED	0.60	123.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
SHANA H. BRIDGEMAN	0.60	$205.00	$123.00

TOTAL CURRENT WORK	123.00
BALANCE DUE	$123.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

12/04/2018
ACCOUNT NO: 306-9905348
STATEMENT NO: 23120

Attn: Lynn Swanson

Sale to JKM BTS North, LLC

			HOURS
11/01/2018	DJD	Revise easements for construction and ingress and egress.	1.30
11/02/2018	JAC	Continue review and discussion re easements, parking and hotel.	0.70
11/07/2018	DJD	Initial review of revised Temporary Construction Easement.	1.30
11/08/2018	DJD	Review revised easements.	0.70
11/09/2018	RLL	Review updated title commitment and updated closing statement from buyer's counsel.	0.50
	DJD	Address status of closing; review closing statement; exchange of e-mails.	1.60
	DJD	Prepare for closing.	1.70
11/12/2018	DJD	Review revisions to Easements from counsel for CFP.	0.40
11/13/2018	RLL	Review comments from counsel for CFP as to temporary construction easement and make revisions to same; forward revised easement to counsel for JKM for approval; review parking license agreement with DJD; prepare for closing.	1.00
	JAC	Conf with DJD, call with LL and review contract documents re parking and closing; pull and review transaction documents re options and enforcement of obligations; review plat approval and staff issue.	2.80
	DJD	Prepare for closing; telephone call with Colin Groff; review documents; telephone call with City Staff.	3.30
	RLL	Review comments from counsel for CFP as to temporary construction easement and make revisions to same; forward revised easement to counsel for JKM for approval.	0.40
	RLL	Review comments from counsel for CFP as to temporary construction easement and make revisions to same; forward revised easement to counsel for JKM for approval.	0.40
11/14/2018	RLL	Telephone call from buyer's counsel requesting status of closing; provide client with information on agreement for development of parcel 2.	0.40
	DJD	Address issue with revised plat and closing.	1.50
11/15/2018	RLL	Attend telephone conference call with DJD, JAC and city officials regarding change in dimensions of Parcel 2 and means to address access problem.	0.90

CITY OF BOYNTON BEACH

12/04/2018

ACCOUNT NO: 306-9905348

STATEMENT NO: 23120

Sale to JKM BTS North, LLC

			HOURS	
11/16/2018	RLL	Prepare form of cross access easement agreement template for buyer's counsel's review.	1.00	
11/20/2018	DJD	Initial review of memorandum of understanding.	0.70	
11/21/2018	DJD	Receipt of Memorandum of Understanding.	0.20	
11/26/2018	RLL	Review proposed memorandum of understanding received from buyer's counsel.	0.50	
	DJD	Review of terms of MOU.	0.70	
11/27/2018	JAC	Review status of agreement; evaluate parking issues and requirement for commission action.	0.50	
	DJD	Review and provide comments to Motion of Understanding.	1.30	
11/28/2018	JAC	Review draft agreement/LOU and revise to include arbitration provision.	0.90	
	DJD	Address issues associated with letter of understanding; review of comments from counsel for JKM.	0.50	
11/29/2018	DJD	Address the nature of JKM's response to comments provided relative to the Letter of Understanding.	0.50	
		FOR CURRENT SERVICES RENDERED	25.70	4,860.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
JAMES A. CHEROF	4.90	$205.00	$1,004.50
D.J. DOODY	15.70	205.00	3,218.50
RACHEL L LEACH	5.10	125.00	637.50

Photocopies	21.00
TOTAL EXPENSES THRU 11/30/2018	21.00
TOTAL CURRENT WORK	4,881.50
BALANCE DUE	$4,881.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

12/04/2018
ACCOUNT NO: 306-9905356
STATEMENT NO: 23121

Attn: Lynn Swanson

Loan to Dougherty Funding, LLC (High School)

			HOURS	
11/02/2018	DJD	Finalize opinion letter; review finalized documents.	1.70	
	JAC	Review documents and discuss with DJD; final review.	1.30	
11/06/2018	DJD	Finalize loan closing.	0.80	
		FOR CURRENT SERVICES RENDERED	3.80	779.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
JAMES A. CHEROF	1.30	$205.00	$266.50
D.J. DOODY	2.50	205.00	512.50

11/05/2018	Federal Express - Invoice 6-380-93859	24.60
		24.60
	TOTAL ADVANCES THRU 11/30/2018	24.60
	TOTAL CURRENT WORK	803.60
	BALANCE DUE	$803.60

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

12/04/2018
ACCOUNT NO: 306-9905359
STATEMENT NO: 23122

Attn: Lynn Swanson

adv. HSBC Bank USA, N.A. (Estime, Ludny, et., al.)

			HOURS	
11/29/2018	SHB	Receive and review request to coordinate hearing on Motion for Summary Judgment. Discuss case with JAC. Follow up with opposing counsel.	0.60	
		FOR CURRENT SERVICES RENDERED	0.60	123.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
SHANA H. BRIDGEMAN	0.60	$205.00	$123.00

TOTAL CURRENT WORK	123.00
BALANCE DUE	$123.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

12/04/2018
ACCOUNT NO: 306-9905364
STATEMENT NO: 23123

Attn: Lynn Swanson

adv. Rahming, Tony (Forfeiture - $10,910.00)

			HOURS	
11/01/2018	BJS	Review and finalize forfeiture filing and follow up with Clerk's Office re: Filing Requirements	1.00	
11/02/2018	BJS	Follow up re: payment of forfeiture Bond procedures with the Clerk of Courts, review and revise summons	0.50	
11/05/2018	BJS	Follow up and telephone call with Lynn Swanson re: Bond and follow up	0.30	
11/08/2018	BJS	Draft Motion for Order Finding Probable Cause	1.20	
11/14/2018	BJS	Review Proposed Order re: Motion for Probable Cause, and draft Notice of Service.	0.50	
11/19/2018	BJS	Draft transmittal correspondence re: Order re: Probable Cause	0.30	
11/26/2018	BJS	Review publication with follow up legal research re: legal sufficiency	0.50	
		FOR CURRENT SERVICES RENDERED	4.30	881.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
BRIAN J. SHERMAN	4.30	$205.00	$881.50

	Photocopies	32.90
	TOTAL EXPENSES THRU 11/30/2018	32.90
11/08/2018	Compass Investigations - Invoice #2018010714	50.00
		50.00
	TOTAL ADVANCES THRU 11/30/2018	50.00

CITY OF BOYNTON BEACH

12/04/2018

ACCOUNT NO: 306-9905364

STATEMENT NO: 23123

adv. Rahming, Tony (Forfeiture - $10,910.00)

TOTAL CURRENT WORK	964.40
BALANCE DUE	$964.40

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

12/04/2018
ACCOUNT NO: 306-9905365
STATEMENT NO: 23124

Attn: Lynn Swanson

adv. Bell, Jamar (Forfeiture - '16 Mercedes Benz)

			HOURS	
11/01/2018	BJS	Prepare for Adversarial Preliminary Hearing, follow up with City, telephone call with Officers, and legal research re: APH	2.00	
11/02/2018	BJS	Attend the Adversarial Preliminary hearing at the Palm Breach County Courthouse with pre-hearing meeting with BBPD and follow up	6.00	
11/04/2018	BJS	Draft update correspondence and transmit requested documents to Palm Beach County ASA	0.30	
11/14/2018	BJS	Draft Petition for Forfeiture, follow up re: Posting of Bond	2.00	
11/19/2018	BJS	Telephone calls and follow up re: filing of Petition for forfeiture/payments	0.50	
11/21/2018	BJS	Telephone call with Palm Beach County Clerk's Office and follow up re: filing	1.00	
		FOR CURRENT SERVICES RENDERED	11.80	2,419.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
BRIAN J. SHERMAN	11.80	$205.00	$2,419.00

11/16/2018	Prestige Reporting Service - Invoice #18-49720	105.00
		105.00
	TOTAL ADVANCES THRU 11/30/2018	105.00
	TOTAL CURRENT WORK	2,524.00
	BALANCE DUE	$2,524.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

12/04/2018
ACCOUNT NO: 306-9905366
STATEMENT NO: 23125

Attn: Lynn Swanson

adv. Rump, Eddie (Forfeiture - '11 Infiniti G25)

			HOURS	
11/05/2018	BJS	Legal research and follow up re: APH/Notice to Co-Owner, draft update correspondence to Scott Harris	0.80	
11/06/2018	BJS	Telephone call with Scott Harris re: APH	0.30	
11/12/2018	BJS	Follow up with Jack Fleischmann, and telephone call, and draft update correspondence with the City re: APH	0.60	
11/14/2018	BJS	Draft follow up correspondence with Scott Harris and Jack Fleischmann	0.30	
11/16/2018	BJS	Draft follow up correspondence with the CIty and telephone call with Sgt. Llopis, telephone call with Jack Fleischmann	0.70	
11/17/2018	BJS	Draft follow up correspondence re: Settlement/APH hearing to Jack Fleischmann	0.40	
11/19/2018	BJS	Review and revise draft settlement for staff review	0.40	
11/26/2018	BJS	Draft follow up correspondence re: Settlement	0.30	
11/30/2018	BJS	Telephone call with Jack Fleischmann and revise draft settlement agreement	0.60	
		FOR CURRENT SERVICES RENDERED	4.40	902.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
BRIAN J. SHERMAN	4.40	$205.00	$902.00

TOTAL CURRENT WORK 902.00

BALANCE DUE $902.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

12/04/2018
ACCOUNT NO: 306-9905368
STATEMENT NO: 23126

Attn: Lynn Swanson

v. Sinkfield, Jimmy (Municipal Prosecution)

			HOURS	
11/29/2018	SHB	Receive and review rough arrest, PC, court docket. Prepare Information. Contact clerk re: certified copies of ordinance. Coordinate call with officer.	1.50	
		FOR CURRENT SERVICES RENDERED	1.50	307.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
SHANA H. BRIDGEMAN	1.50	$205.00	$307.50

TOTAL CURRENT WORK	307.50
BALANCE DUE	$307.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

12/05/2018
ACCOUNT NO: 306-9905022
STATEMENT NO: 23135

Attn: Lynn Swanson

adv. Jean-Baptiste, Kevens

Billing Category 18-RLO
Claim #001470-000352-PP-01

			HOURS
11/02/2018	IR	Reviewed trial order entered by the Court, with court-ordered deadlines in November and December; conferences with TAD and RAA pertaining to legal strategy.	0.70
	RAA	Telephone conference call with officers' counsel re: status of expert disclosure; Review pre-trial deadlines re: discovery deadlines.	0.40
	TAD	Confer with RAA re: status of discovery and expert report and depositions.	0.30
11/09/2018	RAA	Telephone conference call with officers' counsel re: depositions and discovery status report; Receive/review interrogatory responses received by officers' counsel.	0.50
11/12/2018	RAA	Telephone conference call with officers' counsel re: plaintiff's responses to request for production and follow up correspondences re: same; Review and analysis of answers to officers' interrogatories and requests for production; Create information sheet with summarization of discovery responses to interrogatories.	1.80
	TAD	Confer with RAA re: discovery issues.	0.20
11/13/2018	RAA	Review Internal Affairs report; Review notes of all pre-suit recorded interviews of witnesses; Review and summarize medical records provided by Plaintiff in response to Officers' request for production; Confer with Attorney DeCarlo re: depositions and discovery strategy; Correspondence to officers re: setting up meeting to discuss knowledge of incident; Telephone conference calls with officers' counsel re: discovery matters including setting depositions of witnesses; Draft Interrogatories to Plaintiff.	5.00
	TAD	Receipt and review of correspondence re: expert. Telephone conference with officer counsel re: expert. Confer with RAA re: status and discovery issues. Review plaintiffs discovery responses re: additional discovery .	1.20
11/14/2018	IR	RAA and IVR conferences regarding new discovery projects to prepare for, in advance of January 2019 new discovery cut-off deadline; receipt and review of Co-counsels' Notice of Production from Non-Party [F.R.Civ.P. 45(a)(4)] and initial preparation to update Trial Witness Tracking Chart with information pertaining to 24 additional, anticipated trial witnesses and	

adv. Jean-Baptiste, Kevens

			HOURS
		records from same.	1.40
	RAA	Draft update report on discovery to City risk manager; Review trial order re: flexibility in moving pre-trial deadlines; Review state attorney's investigative report; Determine individuals with knowledge to depose; Telephone conference call and follow up correspondences with officers' counsel re: depositions.	4.40
	TAD	Receipt and review of reports and IA summary re: meeting with City officers. Confer with counsel for officer Jones re: trial order issues and discovery issues. Review complaint and plaintiffs answers to interrogatories re: meeting with City.	2.80
11/15/2018	RAA	Correspondences with officer witnesses re: depositions and meeting at City Hall; Finish draft report on discovery update to City risk manager; Listen to and analysis of audio recordings of investigator's interviews with Ofc. Jeanniton and Ofc. Rivera and prepare for meetings with Ofc. River and Ofc. Jeanniton on 11/16/18; Make additional changes to interrogatories to plaintiff and confer with Attorney DeCarlo re: same.	3.20
	TAD	Receipt and review of discovery and revise same re: additional requests. Telephone conference with officer re: experts.	0.60
11/16/2018	RAA	Receive/review notice of nonparty production from officers' counsel; Draft request for copies re: officer's subpoenas to medical providers and school district; Attend meetings at City Hall with Officers Jeanniton and Rivera re: incident involving plaintiff; Draft memorandum re: summary of meetings.	2.60
	TAD	Receipt and review information from expert re: review of medical information. Confer with RAA re: status and information from discovery. Prepare correspondence re: trial order issues and deadlines. Review case law re: claims against City for meeting with City. Prepare outline for meeting.	2.60
11/19/2018	RAA	Telephone conference call with officers' counsel re: setting of depositions and extending discovery deadlines; Make additional changes to report on discovery update to City risk manager.	1.70
	TAD	Receipt and review of correspondence from plaintiff re: trial order and discovery issues and prepare response to same. Confer with Jones counsel re: issues.	0.80
11/20/2018	TAD	Receipt and review of correspondence re: trial issues and discovery conference. Attend telephone conference with counsel re: motion and discovery. Receipt of correspondence re: same.	0.60
	TAD	Attend telephone conference with counsel re: joint discovery report. Confer with RAA re: same. Receipt of correspondence re: report and discovery issues.	0.80
	RAA	Make final edits to letter re: update on discovery to City risk manager; Begin drafting motion to continue pretrial deadlines; Telephone conference call with all counsel re: extending pretrial deadlines and setting depositions; Receive/review and make changes to proposed discovery status report.	1.80
11/21/2018	RAA	Complete drafting of joint motion for continuance of pretrial deadlines; Make additional edits to joint discovery status report; Correspondence to City risk manager re: request for approval of taking plaintiff's treating doctor's deposition; Draft proposed order for joint motion for continuance.	2.00

CITY OF BOYNTON BEACH

12/05/2018

ACCOUNT NO: 306-9905022

STATEMENT NO: 23135

adv. Jean-Baptiste, Kevens

			HOURS	
11/26/2018	RAA	Telephone conference call with officers counsel and correspondences with all counsel re: additional requested changes to motion to continue pretrial deadlines; Receive and initial review of interrogatories and requests for production from plaintiff.	0.60	
11/27/2018	RAA	Receive/review updated proposed joint discovery report and motion to continue pretrial deadlines with changes proposed by plaintiff; Telephone conference call with all counsel re: changes and follow up correspondences re: same; Finalize motion and submit motion and proposed order to judge.	0.80	
11/30/2018	RAA	Telephone conference call with officers' counsel re: liability expert and requested evidence; Receive/review interrogatory answers from Plaintiff; Draft summary of depositions that remain to be coordinated.	0.90	
	TAD	Receipt of correspondence re: expert; telephone conference with outside counsel re: expert; prepare correspondence to expert re: opinions and CME; review information from surveillance and expert re: meeting.	1.10	
		FOR CURRENT SERVICES RENDERED	38.80	7,786.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
RYAN A. ABRAMS	25.70	$205.00	$5,268.50
INGRID RIERA	2.10	125.00	262.50
TRACEY A. DECARLO	11.00	205.00	2,255.00

Photocopies	36.75
TOTAL EXPENSES THRU 11/30/2018	36.75
TOTAL CURRENT WORK	7,822.75
BALANCE DUE	$7,822.75

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

12/05/2018
ACCOUNT NO: 306-9905029
STATEMENT NO: 23136

Attn: Lynn Swanson

adv. Ford, Sharron (negligence arrest)

Billing Category 18-RLO

			HOURS	
11/09/2018	IR	Receipt and review of Plaintiff's counsels' Notice of Hearing, to withdrawal as counsel for Plaintiff; reviewed online court docket, for current status of case and prepared tickler post hearing to receive order from the Court [including whether Ms. Ford has retained a new attorney].	0.50	
11/14/2018	TAD	Receipt and review of order on motion to withdraw and correspondence re: same.	0.20	
11/16/2018	TAD	Receipt and review of notice of withdrawing lien and correspondence re: same.	0.20	
11/19/2018	IR	Receipt and review of Judge G. Joseph Curley, Jr.'s Order Granting Motion to Withdrawal by Lemoine law firm; calculated the court ordered deadlines, in order for counsel to be relieved from representation of Plaintiff; prepared ticklers on deadlines, as follow-up as to whether Ms. Ford obtained new counsel, or if she will proceed pro se.	0.70	
		FOR CURRENT SERVICES RENDERED	1.60	232.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
INGRID RIERA	1.20	$125.00	$150.00
TRACEY A. DECARLO	0.40	205.00	82.00

TOTAL CURRENT WORK 232.00

BALANCE DUE $232.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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100 East Boynton Beach Boulevard
Boynton Beach FL 33425

12/05/2018
ACCOUNT NO: 306-9905066
STATEMENT NO: 23137

Attn: Lynn Swanson

adv. Gregory, Mola (slip & fall)

Billing Category: 18-RLO
Claim #001470-000341-GB-01

			HOURS
11/01/2018	IR	Retrieved online court docket and reviewed Judge Lisa Small's [early posted] e-calendar call for the jury trial period commencing November 12, 2018 through December 7, 2018 and conference with TAD and litigation team regarding same [case did not make the posted trial docket]; preparation of tickler for 11.2.18 to check again, to see if any trials were subsequently substituted on Judge Small's trial calendar; re-organized the City of Boynton Beach's trial witness files for use at trial [unknown if we may be special set before the end of the year, etc].	2.40
11/02/2018	IR	Conference with TAD regarding hearing on Monday, November 5, 2018; preparation of notebook for special set status conference hearing before the Court on November 5, 2018; follow up meeting with TAD regarding same; receipt of email regarding Plaintiff's co-counsels' paralegal phone call; telephone conference with paralegal to confirm this matter did not make the Court's final trial docket of 2018 and advised of the hearing Monday, when this issue will be addressed [which includes the City's attempts to take the deposition of Plaintiff's expert witness, Dr. Nile Lestrange].	2.90
	TAD	Prepare correspondence to plaintiff re: hearing and status of discovery. Telephone conference with city re: trial issues. Receipt of correspondence from plaintiff re: hearing and trial setting.	0.40
11/05/2018	IR	Receipt and review of email from TAD, post hearing this date; initial preparation of Trial Order Outline, with new trial dates of February 4, 2019 through March 1, 2019; prepared revisions to Main Trial Notebook with the 6th Re-Setting of Jury Trial and initial preparation of 6th jury trial outline, noting new deadlines that rolled into 2019;	2.90
	TAD	Receipt of correspondence from plaintiff counsel re: information for hearing. Attend hearing on status conference due to discovery issues. Prepare order re: same. Receipt of order from Court resetting trial. Prepare correspondence to City re: status conference and order resetting trial.	4.70
11/09/2018	IR	Finalized revisions to Main Trial Notebook and updated other trial preparation documents; continued to revise deadlines for jury trial outline,	

adv. Gregory, Mola (slip & fall)

			HOURS	
		with the new trial docket of February 2, 2019 through March 1, 2019; receipt and review of Plaintiff's Expert Witness Interrogatories, to the City of Boynton Beach; calculated deadlines and prepared appropriate ticklers for same; retrieved and reviewed online trial docket; legal research in Trawicks pertaining to multiple interrogatories listed in one digit, numbered request.	2.70	
11/12/2018	TAD	Receipt and review of deposition of Tordilla. Prepare outline of same for trial. Receipt of additional documents produced by Plaintiff re: trial exhibits.	2.30	
11/19/2018	IR	Reviewed ticklers and revised new deadline to respond to Plaintiff's Expert Interrogatories, propounded upon the City of Boynton Beach; likewise, researched expert interrogatories for the City to propound upon the Plaintiff, along with potentially preparing the City's Expert Witness Request for Production, which responses would be due prior to the Court's discovery deadline of January 15, 2018; re-reviewed tickler pertaining to status of Dr. Nile Lestrange to act as Plaintiff's medical expert witness, and the issues surrounding his recent unavailability to act in that capacity; additional ticklers to confirm with all counsel, the potential request to be addressed to the Court, requesting a supplemental case status conference, since the Plaintiff might no longer be able to utilize Dr. Lestrange as her medical expert witness.	1.10	
	TAD	Prepare correspondence to plaintiff re: deposition of expert witness.	0.20	
11/27/2018	IR	Conference with TAD regarding status of Plaintiff's medical expert and the status of his deposition, following the Court's ruling that deposition be set and taken place by December 7, 2018; receipt and review of Plaintiff's Motion for Extension of Time to Retain Expert re: hire new medical expert witness and hearing of same for first week in December, 2018; prepared tickler to follow-up post hearing, to comply with the court's anticipated ruling on same; updated trial witness tracking chart, noting Dr. Lestrange's inability to act as Plaintiff's medical expert witness.	0.80	
	TAD	Telephone conference with plaintiff counsel re: motion for extension of time.	0.20	
11/29/2018	IR	Prepared email to litigation team, requesting information if the Plaintiff's Motion for Extension of Time to Retain Expert Witness was set for hearing by Plaintiff's counsel; interoffice conferences regarding same; prepared ticklers for the first week in December to follow up; reviewed specific items as listed in the Plaintiff's Trial Expert Witness Interrogatories.	0.70	
		FOR CURRENT SERVICES RENDERED	21.30	3,286.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
INGRID RIERA	13.50	$125.00	$1,687.50
TRACEY A. DECARLO	7.80	205.00	1,599.00

Photocopies	65.80
TOTAL EXPENSES THRU 11/30/2018	65.80

CITY OF BOYNTON BEACH

12/05/2018

ACCOUNT NO: 306-9905066

STATEMENT NO: 23137

adv. Gregory, Mola (slip & fall)

11/05/2018	Parking - TAD	6.00
	Parking -	6.00
10/31/2018	Federal Express - Invoice 6-380-93859	11.49
10/31/2018	Federal Express - Invoice 6-380-93859	11.49
		22.98
	TOTAL ADVANCES THRU 11/30/2018	28.98
	TOTAL CURRENT WORK	3,381.28
	BALANCE DUE	$3,381.28

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

12/05/2018
ACCOUNT NO: 306-9905098
STATEMENT NO: 23138

Attn: Lynn Swanson

adv. Venegas, Jesusa

Billing Category 18-RLO
Claim #001470-000367-AB-01

			HOURS
11/02/2018	IR	Conference with TAD regarding trial preparation and review and recalculate trial court's ordered deadlines; updated ticklers to reflect same.	0.90
11/05/2018	TAD	Receipt and review of correspondence re: video and prepare response to same. Review video information and plaintiff medical information re: discovery responses.	1.40
11/06/2018	RAA	Receive/review plaintiff's motion to compel video evidence.	0.20
	TAD	Receipt and review of motion to compel. Prepare correspondence to plaintiff counsel re: same.	0.30
11/12/2018	TAD	Review of plaintiff's treatment records from Dr. Baker and Action PT and Progressive Insurance and prepare outline of same re: depositions of the Plaintiff and Tony Venegas.	3.70
11/13/2018	TAD	Receipt and review of plaintiff's discovery responses. Review documents produced by plaintiff . Review information from physicians. Telephone conference with plaintiff's PCP re: response to subpoena. Prepare exhibits for deposition and continue outlines for depositions of plaintiff and Tony Venegas.	3.40
11/14/2018	TAD	Receipt and review of correspondence from investigator re: surveillance. Review information from plaintiff re: request. Prepare correspondence to investigator re additional surveillance. Prepare correspondence to adjuster re: surveillance and discovery.	0.80
11/15/2018	IR	Reviewed email from TAD regarding Nnach I. Oko, MD and subpoena duces tecum served upon her office, Universal Family Medical Center; reviewed pleadings and Trial Witness Tracking Chart; several telephone conferences with Dr. Oko's staff; prepared memoranda chronicling attempts to reach their office; spoke with Estell, at Dr. Oxo's office who advised they did not receive the subpoena duces tecum; reviewed pleadings and initial preparation of Main Trial Notebook for use at trial, on Judge Nutt's docket commencing February 25, 2018 through April 5, 2018;	4.70

adv. Venegas, Jesusa

			HOURS	
	TAD	Attend deposition of plaintiff. Attend deposition of Tony Venegas. Confer with plaintiff counsel re: mediation and trial.	4.80	
11/19/2018	IR	Reviewed emails between TAD and trial witness regarding updated work needed; prepared tickler to follow up with trial witness regarding request from the City of Boynton Beach, prior to scheduled Mediation on December 3, 2018; updates to Trial Witness Tracking Chart regarding same.	0.90	
	TAD	Receipt and review of claims and case law re: mediation and trial. Review information from medical providers re: mediation. Review reports and documents from the City re: claims.	1.70	
11/26/2018	IR	Receipt and review of photographs from witness, to potentially be utilized at trial; telephone conference with Dr. Oko's assistant regarding their invoice for $50 for a set of the Plaintiff's 'voluminous' medical records; prepared tickler regarding same.	0.80	
11/27/2018	TAD	Receipt and review of correspondence re: mediation and prepare response to same. Receipt of correspondence re: surveillance and report. Review report. Review information on medical information re: mediation and trial.	1.80	
11/28/2018	IR	Continuation and finalization of Mediation Notebook for use on December 3, 2018; reviewed pleadings index and online court docket search; updated index to book and preparation of email to update TAD regarding same.	1.40	
	TAD	Receipt and review of correspondence re: mediation. Prepare notice of authority. Prepare updated report to adjuster. Prepare correspondence to mediator re: report.	2.90	
11/29/2018	TAD	Receipt of correspondence from City re: response to traffic law issue; review plaintiff expert witness list; prepare for mediation; prepare mediation report; review plaintiff medical records re: mediation.	3.80	
11/30/2018	TAD	Prepare correspondence to Dr. Jimenez re: deposition; telephone conference with Dr. Ono re: deposition; telephone conference with Dr. Krista re: deposition; prepare Notice of Deposition Duces Tecum for Deposition of Dr. Levin and subpoena; prepare Notice of Deposition for Dr. Krost and subpoena; prepare Notice of Deposition of Dr. Baker and subpoena for same; prepare correspondence to Dr. Krost re: records.	3.80	
	IR	Online research for discovery and responses; finalized Mediation binder for use on Monday, December 3, 2018; conferences with TAD regarding status and discovery responses by Plaintiff.	4.90	
		FOR CURRENT SERVICES RENDERED	42.20	7,563.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
RYAN A. ABRAMS	0.20	$205.00	$41.00
INGRID RIERA	13.60	125.00	1,700.00
TRACEY A. DECARLO	28.40	205.00	5,822.00

CITY OF BOYNTON BEACH

12/05/2018

ACCOUNT NO: 306-9905098

STATEMENT NO: 23138

adv. Venegas, Jesusa

Photocopies	112.00
TOTAL EXPENSES THRU 11/30/2018	112.00
TOTAL CURRENT WORK	7,675.00
BALANCE DUE	$7,675.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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100 East Boynton Beach Boulevard
Boynton Beach FL 33425

12/05/2018
ACCOUNT NO: 306-9905102
STATEMENT NO: 23139

Attn: Lynn Swanson

adv. Blutcher, Pamela (MVA)

Billing Category - 18RLO
Claim #001470-000369-AB-01

			HOURS	
11/01/2018	TAD	Receipt and review of claim information. Review documents produced by plaintiff re: medical claims. Receipt of correspondence re: settlement offer and prepare response to same.	1.80	
11/12/2018	TAD	Receipt and review of correspondence re: offer. Prepare response to same.	0.20	
		FOR CURRENT SERVICES RENDERED	2.00	410.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
TRACEY A. DECARLO	2.00	$205.00	$410.00

Photocopies	1.40
TOTAL EXPENSES THRU 11/30/2018	1.40
TOTAL CURRENT WORK	411.40
BALANCE DUE	$411.40

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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100 East Boynton Beach Boulevard
Boynton Beach FL 33425

12/05/2018
ACCOUNT NO: 306-9905124
STATEMENT NO: 23140

Attn: Lynn Swanson

Broberg, Leif Complaint (2015)

Billing Category: 18-RLO
Claim #001470-000390-EP-01

			HOURS
11/02/2018	IR	Receipt and review Plaintiff's Trial Witness list and Trial Exhibits list, following the trial court's August 14, 2018 Order Setting Jury Trial, entered by Judge Meenu Sasser.	0.30
	TAD	Receipt and review of plaintiffs witness list and receipt of plaintiff's exhibit list.	0.80
11/08/2018	TAD	Receipt and review of correspondence re: mediation and prepare response to same.	0.20
11/09/2018	TAD	Receipt and review of correspondence re: status conference and receipt of motion.	0.30
11/15/2018	IR	Receipt and review of Mediation notice, reset for December 20, 2018 and revised Trial Order Outline accordingly [for January 7, 2019 trial docket with Honorable Meenu Sasser].	0.30
	TAD	Receipt and review of correspondence from outside counsel re: mediation and proposal for settlement. Receipt of order resetting trial and correspondence re: same. Prepare correspondence to counsel re: trial order.	0.90
11/16/2018	TAD	Receipt and review of notice of cancellation of depositions and correspondence re: same. Receipt of correspondence re: revisions to proposal and revised proposal and prepare correspondence re: same.	0.40
11/19/2018	IR	Receipt and review of Order Setting Jury Trial and Directing Pretrial and Mediation Procedures, entered by Judge Meenu Sasser on 11.15.18 and noting dates of trial, just for tracking purposes; receipt and review email from TAD regarding same.	0.20
	TAD	Confer with outside counsel re: offer. Confer with City re: offer. Prepare correspondence re: same. Review statute re: proposal.	0.90
11/21/2018	JAC	Review litigation status.	0.60
11/27/2018	TAD	Receipt and review of proposal. Receipt of correspondence re: mediation.	0.20

Broberg, Leif Complaint (2015)

	HOURS	
FOR CURRENT SERVICES RENDERED	5.10	981.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
JAMES A. CHEROF	0.60	$205.00	$123.00
INGRID RIERA	0.80	125.00	100.00
TRACEY A. DECARLO	3.70	205.00	758.50

TOTAL CURRENT WORK	981.50
BALANCE DUE	$981.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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12/05/2018
ACCOUNT NO: 306-9905190
STATEMENT NO: 23141

Attn: Lynn Swanson

adv. Readon, Jayden, Estate of (police chase)

Billing Category: 18-RLO
Claim #001470-000396-AB-01

			HOURS	
11/01/2018	RAA	Correspondences from all counsel re: setting depositions.	0.20	
11/19/2018	RAA	Review Berkshire report on police practices and draft/serve discovery response to plaintiff's third request for production.	1.00	
		FOR CURRENT SERVICES RENDERED	1.20	246.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
RYAN A. ABRAMS	1.20	$205.00	$246.00

TOTAL CURRENT WORK	246.00
BALANCE DUE	$246.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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100 East Boynton Beach Boulevard
Boynton Beach FL 33425

12/05/2018
ACCOUNT NO: 306-9905199
STATEMENT NO: 23142

Attn: Lynn Swanson

adv. Robling, Aaron (Police)

Billing Category: 18 - RLO
Claim #001470-000403-PP-01

			HOURS
11/02/2018	RAA	Review plaintiff's treating doctor Prusinki's report on alleged injury; Telephone conference call with plaintiff's treating doctor's office re: deposition; Draft letter to all counsel re: deposition of plaintiff; Confer with Attorney DeCarlo re: deposition of Prusinki; Review pretrial scheduling order re: discovery and mediation deadlines.	1.50
	TAD	Confer with RAA re: status of claims and trial setting. Confer with IVR re discovery responses.	0.20
11/05/2018	RAA	Correspondences with City staff re: contact information of witness with K-9 information; Telephone conference call with police department employee re: interrogatory answer; Review and make additional change to proposed interrogatory answer and correspondences with employee re: same; Telephone call and message to assistant police chief re: requested K-9 information; Prepare notice of deposition cancellation and correspondence with all counsel re: same.	1.60
	IR	Prepared updates to tracking of responses to subpoenas duces tecum that were due to the City of Boynton Beach on November 7, 2018; online docket searches.	0.90
11/06/2018	RAA	Correspondences with all counsel re: deposition of plaintiff and prepare notice of setting deposition.	0.30
11/07/2018	RAA	Receive/review plaintiff's treating doctor's I-9 form and fee schedule and draft discovery responses to plaintiff's third request for production and second notice of serving interrogatories; Telephone conference call with treating doctor's staff re: setting deposition; Correspondences with plaintiff's counsel re: agreed order extending discovery deadline.	1.20
11/08/2018	RAA	Correspondences with City risk manager re: request for approval of expert's deposition; Receive/review Walgreens response to subpoena for medical/billing records; Correspondences with opposing counsel re: proposed agreed order on discovery responses.	0.60
11/09/2018	RAA	Receive/review invoice for document production responsive to subpoena	

adv. Robling, Aaron (Police)

			HOURS
		duces tecum; Brief research of rules on charging for document production; Telephone conference calls and draft correspondence to producing party re: excessive charges; Correspondences with all counsel re: setting of Dr. Prusinski's deposition.	0.80
11/12/2018	RAA	Review and finalize responses to supplemental interrogatories and third requests for production; Prepare responsive documents for service.	1.10
	IR	Receipt and review of numerous emails from late last week, to and from opposing counsel, pertaining to depositions to be taken in advance of the Trial Order deadline; prepared ticklers to follow up with discovery status. Continuation of updates of status regarding subpoenas duces tecum that were due to the City of Boynton Beach on November 7, 2018.	1.60
	TAD	Confer with RAA re: discovery issues and trial.	0.30
11/13/2018	RAA	Additional correspondences with Ciox records management re: reduction of charges for subpoena records received from Cape Canaveral Hospital; Correspondences with all counsel and client re: expert deposition and check request; Draft notice of taking deposition and subpoena duces tecum to Dr. Prusinski.	0.90
	IR	Reviewed all parties discovery requests and responses thereto; prepared updates to the City of Boynton Beach's Trial Witness Tracking Chart, listing all subpoenas duces tecum and the status of same [including other parties' Requests for Copies];	0.90
11/14/2018	IR	Extensive and detailed review of records received from discovery and prepared updates to trial witness and exhibits tracking, for use at trial; conferences with RAA pertaining to Walgreens' response to our subpoena duces tecum; legal research of 45 C.F.R. etc.; Continuation of tracking of discovery from all parties and updating trial witness and trial exhibits charts; reviewed correspondence from Walgreens' as their response to the City of Boynton Beach's subpoena duces tecum; conferences with RAA pertaining to same; legal research 45 C.F.R. 164.512, as cited in Walgreens correspondence and its Certification of Satisfactory Assurances; drafted our responses to same, including correspondence back to Walgreens' Custodian of Records, enclosing a package response to theirs'; prepared ticklers to receive past due records.	4.30
11/15/2018	RAA	Correspondence with process server and court report re: Dr. Prusinski's deposition.	0.20
11/16/2018	IR	Receipt and review of Notice of Taking Deposition of Dr. Christopher Prusinski in Melbourne, FL on January 10, 2018; prepared tickler one month prior to ensure we have Dr. Prusinski's medical records, in advance of his deposition; reviewed and updated trial witness tracking chart.	0.70
11/19/2018	IR	Receipt, review and prepared summary of medical billing records received from Cape Canaveral Hospital, of all visits by Plaintiff at this facility, dating back from 2009 through current; updated Trial Witness Tracking chart accordingly; extensive online searches.	3.90
	RAA	Review School Board's responses to plaintiff's request for production and responses to request for admissions re: plaintiff's authorization to be on premises on the date of incident; Correspondence with City staff re:	

adv. Robling, Aaron (Police)

			HOURS	
		deposition of Dr. Prusinski.	0.50	
11/20/2018	IR	Preparation for Plaintiff's deposition, presently scheduled for December 20, 2018; continued to review Brevard County records, Plaintiff's family information; Robling Architecture Construction, Inc. and other family businesses filed under the state of Florida, Secretary of State, other online sources of information; prepared several emails to counsel for the School Board of Palm Beach County; telephone conferences with various medical providers, including CIOX for its responses to our subpoenas duces tecum; updated team of progress and prepared ticklers to follow up with same on November 26, 2018.	4.90	
11/21/2018	RAA	Correspondence with opposing counsel re: agreement to extend due date for discovery responses.	0.20	
11/28/2018	IR	Reviewed ticklers for last set of records due, pursuant to the City of Boynton Beach's Notice of Production of Non-Party for Subpoenas Duces Tecum; telephone conference with Neurology Associates / Dr. David Packey's office and prepared final tickler, prior to draft of City's Motion for Order to Show Cause, for medical records in advance of Plaintiff's scheduled deposition on December 20, 2018; reviewed ticklers relevant to Health First Medical Group's records and CIOX's information of November 20, 2018; prepared email to litigation team regarding status of last two sets of records; follow-up telephone conference with CIOX.	1.30	
	RAA	Telephone call with Assistant Chief Harris re: k-9 policies and procedures; Telephone call with Dr. Jacobs office re: possible expert retention; Correspondences with Assistant Chief Harris re: her review of policies; Telephone calls to Officers Brown and Schalk; Submit return of subpoena service for Dr. Prusinski to court.	1.20	
11/29/2018	RAA	Review file in preparation for telephone conference call with prospective expert orthopedic doctor; Telephone conference call with prospective expert; Confer with Attorney DeCarlo re: same.	1.00	
11/30/2018	RAA	Correspondences re: depositions of witnesses Brian Allen and Stephan Robling; Telephone conference call with opposing counsel re: discussion of case and settlement potential.	0.90	
		FOR CURRENT SERVICES RENDERED	31.00	4,895.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
RYAN A. ABRAMS	12.00	$206.71	$2,480.50
INGRID RIERA	18.50	125.00	2,312.50
TRACEY A. DECARLO	0.50	205.00	102.50

Photocopies	68.25
TOTAL EXPENSES THRU 11/30/2018	68.25

CITY OF BOYNTON BEACH

12/05/2018

ACCOUNT NO: 306-9905199

STATEMENT NO: 23142

adv. Robling, Aaron (Police)

TOTAL CURRENT WORK	4,963.75
BALANCE DUE	$4,963.75

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

12/05/2018
ACCOUNT NO: 306-9905213
STATEMENT NO: 23143

Attn: Lynn Swanson

adv. Coupet, Kenson (parent of child injured)

Billing Category: 18 - RLO
Claim #001470-000405-GB-01

			HOURS	
11/01/2018	TAD	Receipt and review of order on motion to appoint guardian and confer with plaintiff counsel re: order.	0.30	
		FOR CURRENT SERVICES RENDERED	0.30	61.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
TRACEY A. DECARLO	0.30	$205.00	$61.50

TOTAL CURRENT WORK 61.50

BALANCE DUE $61.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

12/05/2018
ACCOUNT NO: 306-9905253
STATEMENT NO: 23144

Attn: Lynn Swanson

adv. Bolt, Barbara Dilger (MVA)

Billing Category: 18 - RLO
Claim #001470-000422-AB-01

			HOURS	
11/02/2018	TAD	Receipt and review of plaintiffs answers to interrogatories. Prepare notice of non-party production to medical providers. Prepare outline of medical information. Prepare subpoena to Metro PCS. Prepare subpoenas and HIPAA forms to Bethesda, Boynton Beach Chiropractic, Dr. Martin, Dr Lopez, Stand Up MRI, Holy Cross, Dr. Cantor, Dr Dagher, MRI Specialists, and Heart Family Health.	4.80	
		FOR CURRENT SERVICES RENDERED	4.80	984.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
TRACEY A. DECARLO	4.80	$205.00	$984.00

TOTAL CURRENT WORK	984.00
BALANCE DUE	$984.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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100 East Boynton Beach Boulevard
Boynton Beach FL 33425

12/05/2018
ACCOUNT NO: 306-9905266
STATEMENT NO: 23145

Attn: Lynn Swanson

adv. Pinkney, Elliott (excessive force)

Billing Category: 18 - RLO
Claim #001470-000424-PP-01

			HOURS
11/01/2018	RAA	Review and analysis of case law and statutes re: statute of limitations violation by plaintiff; Review police report and claim letter from plaintiff and request confirmation from staff re: date of incident.	1.80
	TAD	Receipt and review of correspondence re: complaint. Confer with RAA re: issues. Review case law re: statute of limitation issue.	0.40
11/05/2018	RAA	Correspondence with City staff re: request for confirmation of date of incident.	0.20
	IR	Receipt and review of new matter received from the City of Boynton Beach; online reviews of Dave K. Roy, Esq. counsel's Plaintiff and other litigation his Palm Beach County law firm handles;	1.60
	TAD	Review additional case law re: motion. Prepare correspondence to plaintiff counsel re: complaint issues.	0.40
11/09/2018	RAA	Telephone call with City staff re: request for confirmation of date of incident.	0.20
11/19/2018	TAD	Receipt and review of reports from City. Confer with City re: Officer Haugh. Prepare correspondence to City re: reports. Review case law re:affirmative defenses.	1.30
11/20/2018	IR	Receipt and review of the City of Boynton Beach's Answer and Affirmative Defenses and preparation of tickler to receive Plaintiff's Reply to same; reviewed pleadings and online docket for any propounded discovery and dates of responses thereto; reviewed file for Trial Witness Tracking Chart and set up initial information to track discovery and subpoenas duces tecum, responses.	0.40
	TAD	Draft response to compliant. Prepare motion to quash. Confer with City re: motion and issues. Review case law re: statute of limitation issue and 57.105 motion. Review case law re: battery claims for response to complaint. Review docket re: return of service. Prepare correspondence to City re: service and receipt of response to same. Receipt of return of service and affidavit of service.	3.70
11/27/2018	TAD	Receipt and review of correspondence re: claim. Prepare correspondence	

adv. Pinkney, Elliott (excessive force)

	HOURS	
to City re: motion to quash. Revise motion for fees and prepare letter to plaintiff counsel. Receipt of correspondence from City re: report. Prepare correspondence to Haugh re: response to complaint.	1.80	
FOR CURRENT SERVICES RENDERED	11.80	2,259.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
RYAN A. ABRAMS	2.20	$205.00	$451.00
INGRID RIERA	2.00	125.00	250.00
TRACEY A. DECARLO	7.60	205.00	1,558.00

Photocopies	9.10
TOTAL EXPENSES THRU 11/30/2018	9.10
TOTAL CURRENT WORK	2,268.10
BALANCE DUE	$2,268.10

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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100 East Boynton Beach Boulevard
Boynton Beach FL 33425

12/05/2018
ACCOUNT NO: 306-9905282
STATEMENT NO: 23146

Attn: Lynn Swanson

adv. Garber M.D., Harvey (excessive force)

Billing Category: 18 - RLO
Claim #001470-000429-PP-01

			HOURS
11/02/2018	RAA	Review and analysis of plaintiff's responses to requests for admissions, interrogatories, and requests for production; Review and analysis of plaintiff's amended responses to requests for admissions; Review and analysis of case law on use of force to secure arrest; Continue drafting summary judgment motion.	3.50
	TAD	Confer with RAA re: status of mediation and report from expert.	0.30
11/05/2018	RAA	Correspondences with City staff re: five witnesses' current employment status with City; Telephone conference call with Officers' counsel re: status medical damages expert's review and other discovery matters; Prepare joint notice amending fact discovery deadline and review court's pre-trial order re: same; Additional review and analysis of case law on excessive force in context of arrests with resistance; Review and analysis of case law re: role of probably cause in excessive force cases without false arrest claims.	4.60
11/06/2018	RAA	Correspondence to risk manager re: mediation; review and edit proposed joint notice of amending pretrial deadlines, to include extension of mediation deadline; Correspondences with all counsel re: same; Correspondences to witnesses who are employed by City to coordinate their depositions; Correspondence from officers' counsel re: documents responsive to requests for copies.	0.60
	IR	Receipt and review of email from RAA regarding trial outline to be revised, in accordance with new trial court deadlines recently imposed.	0.20
	TAD	Receipt and review of medical records from non-party subpoenas including Delray, Dr. Shemesh, Dr. Zelcher and outline same. Receipt of IME report from Dr Jacobs.	2.30
11/07/2018	RAA	Correspondences with all counsel, City risk manager and mediator re: setting new mediation date and re: joint notice of continuing pretrial deadlines.	0.40
	TAD	Receipt and review of records from Norris, Rheumotology associates, Wassermann, South Florida Hand, South Palm Orthopedic and Spine Institute. Continue outline and preparation for deposition of plaintiff.	4.90

adv. Garber M.D., Harvey (excessive force)

			HOURS
11/08/2018	TAD	Review discovery provided by plaintiff and prepare for deposition of same. Review video of events from Officer Esteves re: deposition of plaintiff. Prepare outline re: examination of plaintiff.	4.30
11/09/2018	IR	Legal research of statutory rate relevant to costs associated with litigation.	0.50
	RAA	Receive/review notice of nonparty production from officers' counsel and draft and service request for copies; Receive/review from plaintiff invoice for medical records responsive to subpoena.	0.60
	TAD	Attend deposition of plaintiff. Confer with officer counsel re: claim issues and trial. Review of additional records re: wage loss claims.	7.40
11/12/2018	IR	Receipt and review of multiple invoices and medical records packages, received pursuant to discovery requests by co-defendant law enforcement officers; updates to Trial Witness Tracking chart pertaining to same.	2.20
	RAA	Review I.M.E. report from Dr. Jacobs re: examination of plaintiff; Telephone call with officers' counsel and follow up correspondence re: agreement on extensions of certain pre-trial deadlines.	0.60
	TAD	Confer with RAA re: expert disclosure and review trial orders re: compliance.	0.30
11/13/2018	IR	Receipt and review of recently filed discovery and updated Trial Witness Tracking chart accordingly; prepared email to co-defendants' counsels' office requesting information from Plaintiff's deposition of November 9, 2018; prepared updated information to the Trial Witness Tracking chart, to check which subpoena duces tecum records are still outstanding, which include records from co-defense counsel as well; extensive review of pleadings to ensure all discovery propounded, has been responded to [which includes matching responses to actual responsive documents].	4.20
11/14/2018	IR	Receipt and review of email response to my inquiry to co-counsels' paralegal yesterday; updated discovery tracking to note information [as gleaned from Plaintiff's deposition of November 9, 2018];	0.60
	RAA	Serve finalized joint notice of extending pretrial deadlines; Receive/review joint discovery report from plaintiff; Correspondences with City employees re: coordinating their depositions.	0.80
11/15/2018	IR	Continuation of updates to Trial Witness Tracking Chart, with additional medical records received from co-counsel.	0.30
	RAA	Correspondences with plaintiff's counsel on discovery status report; Correspondences with City employees who are witnesses re: setting their depositions.	0.40
11/16/2018	RAA	Additional correspondences with City employee witnesses re: availability for depositions.	0.30
	RAA	Draft request for copies re: officers' subpoenas to medical providers.	0.20
11/19/2018	RAA	Correspondences with all parties re: setting depositions of City employee witnesses; Correspondences with City employee witnesses re: additional dates for availability.	0.40
11/20/2018	RAA	Correspondence with City employee witnesses Wiley and Wojciechowski	

adv. Garber M.D., Harvey (excessive force)

			HOURS	
		re: availability for deposition.	0.20	
11/21/2018	RAA	Correspondences with officers' counsel re: possible hiring of forensic expert.	0.30	
11/27/2018	RAA	Telephone conference call with officers' counsel re: hiring of accounting expert.	0.30	
	TAD	Receipt and review of correspondence re: expert and prepare response to same.	0.30	
11/28/2018	RAA	Telephone conference call with officers' counsel re: expert disclosures; Telephone conference call with police practices expert re: progress in drafting report; Correspondences with expert and police department staff re: requested clarification of training logs.	1.00	
11/29/2018	RAA	Correspondences with expert witness and police department staff re: requests for additional information on officer training; Correspondences with all counsel re: availability for depositions.	0.60	
	TAD	Receipt of correspondence re: expert; review information on expert; review additional information on forensic accounting expert.	2.40	
11/30/2018	RAA	Draft summary of witnesses for additional discovery.	0.20	
		FOR CURRENT SERVICES RENDERED	45.20	8,626.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
RYAN A. ABRAMS	15.00	$205.00	$3,075.00
INGRID RIERA	8.00	125.00	1,000.00
TRACEY A. DECARLO	22.20	205.00	4,551.00

Photocopies	20.30
TOTAL EXPENSES THRU 11/30/2018	20.30
TOTAL CURRENT WORK	8,646.30
BALANCE DUE	$8,646.30

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

12/05/2018
ACCOUNT NO: 306-9905288
STATEMENT NO: 23147

Attn: Lynn Swanson

adv. Floering, David & Barbara

Billing Category: 18 RLO
Claim #001470-000422-AB-04

			HOURS
11/02/2018	TAD	Confer with IVR re: discovery responses. Prepare correspondence to client re: information required.	0.30
11/05/2018	TAD	Receipt and review of correspondence re: claim letter. Receipt of claim letter.	0.20
11/07/2018	IR	Initial outlines prepared as the City of Boynton Beach's various responses to Plaintiffs' discovery requests; detailed review of Florida Traffic Crash Report, dated January 26, 2017 with witnesses and other individuals involved in the multiple car accident; reviewed and updated Trial Witness Tracking Chart, comparing information noted in the Barbara Bolt litigation; online docket searches and name searches on Plaintiff and a co-defendant.	4.10
	IR	Receipt, review and prepared ticklers related to Palm Beach County Circuit Court filings received and filed this date; receipt and review of process servers records, and updated Trial Witness Tracking Chart accordingly.	0.80
11/08/2018	IR	Reviewed documents to be sent to Plaintiff, as the City of Boynton Beach's Response to Plaintiff's Request for Production, propounded on September 21, 2018; final draft of the City's response to request for production; conferences with TAD to review discovery responses; reviewed sister case [Barbara Bolt] regarding the City's responses; reviewed and organized Public Risk Underwriters of Florida, Inc. 212 pages of insurance coverage and declarations pages, as part of the City's responses to request for production [including searches for any protected information that should not be included in the City's discovery responses]; conference with TAD regarding the City's responses to the Plaintiff's Request for Admissions; online searches of Paul Frederick Green prior litigation in Palm Beach County, Florida.	6.10
	TAD	Receipt and review of correspondence re: discovery. Prepare response to same. Review requests for admission and prepare responses and objections to same. Revise response to request for production. Revise responses to interrogatories to include additional objections. Receipt of additional information from city re: response to discovery.	2.20

adv. Floering, David & Barbara

			HOURS	
11/09/2018	IR	Reviewed file for affiant information; reviewed finalized set of City of Boynton Beach's Answers to Plaintiff's Interrogatories propounded on September 21, 2018; prepared emails to our client at the City and received responses of same; conference with litigation team regarding all discovery has been finalized; closed out ticklers; receipt and review of Palm Beach Clerk's office receipt of filed discovery [without the specific responses attached].	2.10	
11/15/2018	IR	Receipt and review of truck maintenance records received from the City of Boynton Beach and prepared tickler to draft supplemental response to request for production; updated Trial Witness Tracking Chart, listing City employees who may be considered trial witnesses.	1.40	
11/16/2018	IR	Online Palm Beach Circuit Court docket review, for status of litigation; reviewed and prepared updates to the City of Boynton Beach's Trial Witness Tracking chart; updated list of documents to the City's list of anticipated trial documents.	1.70	
	TAD	Receipt and review of records from City and prepare correspondence re: same.	0.30	
		FOR CURRENT SERVICES RENDERED	19.20	2,640.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
INGRID RIERA	16.20	$125.00	$2,025.00
TRACEY A. DECARLO	3.00	205.00	615.00

Photocopies	112.35
TOTAL EXPENSES THRU 11/30/2018	112.35
TOTAL CURRENT WORK	2,752.35
BALANCE DUE	$2,752.35

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

12/05/2018
ACCOUNT NO: 306-9905320
STATEMENT NO: 23148

Attn: Lynn Swanson

adv. Russell Hugh Cooper

Billing Category: 18 - RLO

			HOURS
11/02/2018	RAA	Telephone conference call with officers' counsel re: expert disclosure due 11/9 and coordinating shared used of expert witness.	0.40
	TAD	Confer with RAA and IVR re: status. Receipt of correspondence re: mediation and correspondence re: report. Receipt of Request for Admissions.	0.80
11/05/2018	RAA	Correspondence with all counsel re: setting mediation; Telephone conference call with police practices expert re: analysis of City's claims and follow up correspondence re: requested document; Correspondence with City staff re: requested taser download data.	0.80
	TAD	Telephone conference with outside counsel re: expert issues.	0.20
11/06/2018	RAA	Receive, review and analyze police practices expert's draft report and list areas of concern; Confer with Attorney DeCarlo re: same; Telephone conference call with expert and officer's counsel; Correspondence with City staff re: request for additional policy index codes.	3.00
	TAD	Receipt and review of correspondence re: report. Receipt of report. Confer with RAA re: report issues. Extended telephone conference with expert re: report issues.	2.90
11/07/2018	RAA	Receive/review correct versions of policies on arrest procedures and rules and regulations and correspondence to expert re: same; Receive/review final version of expert report; Receive/review proposed joint expert witness disclosure from officers' counsel.	0.80
	TAD	Receipt and review of discovery and revised report and prepare response to correspondence re: same.	0.80
11/12/2018	RAA	Correspondences with client and all parties re: setting mediation.	0.20
	TAD	Confer with RAA re: status and expert reports. Review trial orders re: Motion for summary judgment.	0.40
11/15/2018	RAA	Correspondence with all counsel re: additional proposed mediation date.	0.20
11/16/2018	RAA	Correspondences with all counsel re: unavailability for proposed date for mediation.	0.20

adv. Russell Hugh Cooper

			HOURS
	RAA	Draft request for copies re: Defendant Bradshaw's subpoenas to medical providers.	0.20
	IR	Prepared updates to Trial Witness Tracking chart, in advance of the deposition of Matthew Cooper, expected to take place on November 27, 2018; initial draft of questions to decedent's son and inquiries to other siblings.	1.80
11/19/2018	RAA	Review plaintiff's initial disclosures; Draft memorandum re: summary of case; Receive and initially review plaintiff's answers to defendant Bradshaw's interrogatories; Begin drafting interrogatories and requests for production; Telephone call and follow up correspondences with counsel for defendant Bradshaw re: status of responding to requests for copies.	2.50
11/20/2018	IR	Conference with RAA regarding Plaintiff's deposition; reviewed Trial Witness Tracking chart, to ascertain information needed for deposition; initial start of online searches pertaining to same; updated Tracking chart with latest set of Notices of Non-Party Production, recently filed by various co-defendants.	1.60
	RAA	Finish drafting interrogatories, requests for production and requests for admissions; Preparation for deposition of personal representative of estate and create deposition outline; Correspondence with officers' counsel re: proposed depositions; Receive and review requests to produce from defendant Armor; Complete review and analysis of plaintiff's answers to defendant Bradshaw's Interrogatories; Review rule on expert disclosure re: plaintiff's right to submit rebuttal expert report.	5.00
11/21/2018	IR	Conferences with RAA, in preparation for the deposition of Matthew Cooper, Personal Representative of the Estate of Russell Hugh Cooper, Deceased on November 27, 2018; online and background searches on Matthew Cooper and Mr. Cooper's siblings and mother in Michigan; background he deceased's son; reviewed and organized findings with RAA; strategy discussions with litigation team attorneys, to review the findings from background searches, and areas of inquiry to raise at deposition, etc.; prepared updates to Matthew Cooper deposition file and continuous updates to same.	2.40
	RAA	Correspondence to all counsel re: availability for proposed depositions.	0.20
11/26/2018	IR	Continued online searches for Russell family members, in preparation for deposition of Matthew Cooper, Russell Hugh Cooper's son and personal representative of the estate deposition of November 27, 2018; conferences regarding same with attorneys; prepared deposition outline and deposition with research and findings for Plaintiff's deposition; prepared email with records attached for deposition.	5.60
	RAA	Additional preparation for deposition of plaintiff by reviewing answers to interrogatories and adding to deposition outline.	2.50
11/27/2018	IR	Reviewed file for Matthew Cooper deposition this date; reviewed Trial Witness Tracking chart and updated subpoena duces tecum; prepared ticklers for deadline of records from six medical entities; conference with TAD regarding Plaintiff's deposition today; review of video from PNC Bank that took place on May 4, 2014; reviewed email regarding additional directives, in an attempt to obtain all of Russell Cooper's medical and other	

adv. Russell Hugh Cooper

			HOURS	
		records, to prepare to trial disclosure and working with co-defendants regarding same.	5.90	
	RAA	Attend plaintiff's deposition.	6.00	
	TAD	Receipt and review of correspondence from plaintiff re: document request and prepare response to same.	0.20	
11/28/2018	IR	Receipt and review of emails from the co-defendant parties, requesting Russell Cooper's medical records; continuation of updates to Trial Witness Tracking Chart, listing of various other defendants' discovery preparation and subpoenas duces tecum for medical records [notating 17 other co-defendants in this litigation]; continuation to organize documents that are responsive and to be utilized at trial, in the order listed in the City of Boynton Beach's Initial Disclosure, dated July 27, 2018.	4.10	
	RAA	Correspondence from plaintiff counsel re: setting depositions and mediation; Begin drafting trial witness list.	2.10	
11/29/2018	IR	Receipt and review of responses to subpoenas duces tecum, due from November 2018; updated Trial Witness Tracking chart accordingly.	1.30	
	RAA	Review medical records for Wellington Hospital, Dr. Gatz and Bethesda Hospital; Complete initial draft of trial witness list; Review and analyze case law on whether expert witness is needed for plaintiff to prove 1983 claim; Begin drafting summary judgment motion.	5.00	
11/30/2018	RAA	Draft summary of plaintiff's deposition; Receive/review interrogatory answers from officers' counsel; Draft summary of witnesses for additional discovery.	3.90	
	TAD	Receipt of correspondence re: discovery and prepare response to same; review witness list and confer with IVR and RAA re: lists and deadlines.	0.80	
		FOR CURRENT SERVICES RENDERED	61.80	10,853.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
RYAN A. ABRAMS	33.00	$205.00	$6,765.00
INGRID RIERA	22.70	125.00	2,837.50
TRACEY A. DECARLO	6.10	205.00	1,250.50

Color photocopies	36.75
Photocopies	24.50
TOTAL EXPENSES THRU 11/30/2018	61.25
TOTAL CURRENT WORK	10,914.25
BALANCE DUE	$10,914.25

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

12/05/2018
ACCOUNT NO: 306-9905336
STATEMENT NO: 23149

Attn: Lynn Swanson

adv. Wright, Bernard (discrimination)

Billing Category: 18 - RLO
Claim #

			HOURS	
11/05/2018	TAD	Receipt and review of correspondence re: status. Review docket re: same. Prepare correspondence to city and adjuster re: amended complaint.	0.80	
		FOR CURRENT SERVICES RENDERED	0.80	164.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
TRACEY A. DECARLO	0.80	$205.00	$164.00

TOTAL CURRENT WORK 164.00

BALANCE DUE $164.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

12/05/2018
ACCOUNT NO: 306-9905353
STATEMENT NO: 23150

Attn: Lynn Swanson

adv. Gil, Juan Carlos
Request for Accommodation

Billing Category: 18 - RLO
Claim #

			HOURS
11/01/2018	RAA	Review web accessibility transition plan; Additional review of best practices information from Florida League of Cities web accessibility presentation; Prepare for and attend meeting with staff re: discussion of web accessibility issues and action items; Draft memorandum re: priorities identified in meeting; Review newly issued federal district court opinion re: web accessibility.	3.70
11/05/2018	RAA	Initial review of Complaint filed in federal court.	0.50
	IR	Conference with TAD regarding project for Tuesday, November 6, 2018 regarding specific online searches of Plaintiff's legal actions brought over the past 5-6 years; prepared tickler to follow up with same 11.6.18.	0.30
11/06/2018	RAA	Review and analyze complaint served by plaintiff on City; Meet with Attorneys Cherof and DeCarlo re: same; Review and analyze case law re: ADA good faith and/or interactive process in requesting accommodation, plaintiff standing in ADA litigation, and basis pleading standards in ADA litigation; Review pleadings in another case filed against West Palm Beach by Gil.	5.00
	IR	Review email with attached Complaint filed by Plaintiff, against the City of Boynton Beach; online extensive reviews of state circuit court and federal court searches of Plaintiff's history of litigation; prepared information retrieved from court searches regarding Plaintiff's litigation background and reduced to chart format, listing only governmental lawsuits filed; re-revised chart several times and, as searches continued and were added; follow-up conversations with TAD and RAA regarding same.	6.70
	JAC	Review pleading and conf with TD re strategy; misc research to brief LL.	1.20
	TAD	Receipt and review of complaint. Review cases re: plaintiff. Review federal docket information re: status of other claims and resolution of same. Revise chart re: same. COnfer with IVR re: findings. Confer with RAA and JAC re: status and actions.	3.40
11/07/2018	IR	Reviewed and revised Lawsuit Results Against Governmental Entities chart, that listed 35 cases that were in litigation, but since settled or are currently being litigated by Juan Carlos Gil against numerous municipalities and	

adv. Gil, Juan Carlos
Request for Accommodation

			HOURS
		governments throughout Florida, starting in approximately 2014 through current.	1.60
	RAA	Telephone conference calls with City staff members re: plaintiff's newly filed Complaint and discussion re: progress on website accessibility goals; Confer with Attorney DeCarlo re: possible grounds for motion to dismiss; Review and analyze case law, statutes and regulations re: requirement of effective communication and its interplay with meaningful access theory, as well as requirement to make specific demand for accommodation; Review and analyze case law on standard and evidence needed for compensatory damages as sought by plaintiff in Count II of the Complaint; Begin preparing Motion to Dismiss.	4.90
11/08/2018	RAA	Continue review and analysis of case law on count II of plaintiff' complaint, alleging intentional discrimination; Continue review and analysis of case law on specificity required in requests for accommodation; Continue drafting motion to dismiss; Draft preservation of evidence letter to plaintiff regarding internet search history and other relevant electronic evidence; Correspondences with City staff re: organize meeting on website accessibility and confer with Attorney DeCarlo re: same.	5.10
11/09/2018	RAA	Continue drafting of Motion to Dismiss all counts of Complaint; Additional review and analysis of case law on deliberate indifference standard supporting count II; Review and analysis of case law on specificity required for pleading ADA violations in complaint and for initial demand for accommodation.	4.60
11/11/2018	RAA	Complete drafting of Motion to Dismiss all counts of Complaint; Finalize review and analysis of case law on ADA pleading requirements, standing for ADA injunctive relief, and website accessibility precedent; Review and analysis of case law on primary jurisdiction doctrine; Search other pending cases initiated by Juan Carlos Gil and review and analyze pleadings filed in those cases.	5.00
11/12/2018	RAA	Review various news reports re: information relevant to litigation; Review/edit Motion to Dismiss all counts of Complaint.	0.80
11/14/2018	RAA	Correspondences with City's I.T. staff re: conference call on progress with website accessibility issues.	0.20
	TAD	Receipt and review of correspondence re: claim status. Review of correspondence from adjuster re: Plaintiff. Review information re: settlements and status. Prepare outline of issues for discussion with City.	2.90
11/15/2018	RAA	Telephone conference call with City's information technology staff re: priority items for discussion in meeting on 11/16/18; Search through City's three electronic document storage public portals for possible accessibility issues; Telephone call to Islamorada Village Attorney re: best practices in website accessibility; Correspondence from City's ADA coordinator re: approaches to website accessibility; Correspondences with City's information technology staff re: website accessibility priorities and confer with Attorney DeCarlo re: same.	2.40
	TAD	Receipt and review of orders and case law re: meeting with City. Review motion to dismiss and orders from other jurisdictions re: response to	

adv. Gil, Juan Carlos
Request for Accommodation

			HOURS	
		complaint.	2.30	
11/16/2018	RAA	Review municode presentation on website accessibility best practices provided by City ADA coordinator and draft memorandum re: same; Attend meeting with City officials re: website accessibility planning and strategy.	2.50	
	TAD	Attend meeting with city representatives re: lawsuit and response. Confer with risk department re information from meeting and response to complaint.	3.80	
11/19/2018	RAA	Telephone conference call with Islamorada Village Attorney re: strategy in responding to plaintiff and general approach to website accessibility best practices.	0.40	
	TAD	Prepare memorandum re: information from meeting and outline of exempt documents. Prepare draft agreement. Confer with plaintiff counsel re: response to complaint.	2.80	
11/21/2018	RAA	Correspondence with Islamorada Village Attorney re: ADA consultant; Receive/review update on pending 11th Circuit appeal involving plaintiff's lawsuit against Winn Dixie; Telephone call to opposing counsel re: suggestion of early settlement.	0.60	
11/26/2018	RAA	Additional review and editing of draft motion to dismiss complaint; Telephone call with opposing counsel re: settlement and requested agreement to extension of deadline to respond to complaint; Draft motion to extend deadline and proposed order, and draft correspondence to judge re: same; Receive/review settlement demand and proposed terms from plaintiff's counsel; Receive/review correspondence from insurance carrier re claim handling; Correspondence from City ADA coordinator re: upcoming ADA compliance professionals conference.	4.10	
11/27/2018	RAA	Confer with Attorney DeCarlo re: settlement negotiations strategy.	0.20	
	TAD	Receipt and review of correspondence re: reservation of rights and letter. Receipt of correspondence re: settlement demand. Prepare correspondence to City re: demand.	1.30	
11/28/2018	RAA	Draft correspondence to City ADA coordinator re: website accessibility issues to include in compliance professionals' conference agenda; Receive/review order from court granting motion for continuance.	0.60	
	TAD	Receipt and review of correspondence re: settlement issues. Telephone conference with plaintiff counsel re: demand and other claims. Confer with clerk re: documents and systems for agreement. Prepare correspondence to city representatives re: proposed terms and counter terms. Receipt of correspondence from plaintiff counsel re: offer.	2.70	
11/29/2018	RAA	Meet with I.T. staff re: requested input on proposed settlement terms.	0.20	
	TAD	Prepare correspondence to Plaintiff re: issues and settlement; receipt of proposed settlement terms; prepare correspondence to City re: settlement terms; revise Proposed Agreement re: Additional Terms.	3.40	
		FOR CURRENT SERVICES RENDERED	73.20	14,318.00

CITY OF BOYNTON BEACH
12/05/2018
ACCOUNT NO: 306-9905353
STATEMENT NO: 23150

adv. Gil, Juan Carlos
Request for Accommodation

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
JAMES A. CHEROF	1.20	$205.00	$246.00
RYAN A. ABRAMS	40.80	205.00	8,364.00
INGRID RIERA	8.60	125.00	1,075.00
TRACEY A. DECARLO	22.60	205.00	4,633.00

Photocopies	110.95
TOTAL EXPENSES THRU 11/30/2018	110.95
TOTAL CURRENT WORK	14,428.95
BALANCE DUE	$14,428.95

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 12/18/2018

REQUESTED ACTION BY COMMISSION: Accept the written report to the Commission for purchases over $10,000 for the month of November 2018.

EXPLANATION OF REQUEST:

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 November 2018:

Purchase Order	Vendor	Amount
190398	Art & Culture Group, Inc.	$10,000.00
190400	E & F Florida Enterprises	$48,700.00
190426	Superior Fence & Rail, Inc.	$19,021.63
190449	Transource Services Corp.	$24,162.84
190471	Marketing & Communications	$14,000.00
190472	FI Caribbean Architecture, Inc.	$17,450.00
190512	Anzco, Inc.	$13,900.00
190514	Hatcher Construction & Development	$127,000.00
190515	Dell Financial Services, LLC	$19,141.71

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
🗋	Addendum	Back-Up

CITY OF BOYNTON BEACH
APPROVED REQUESTS FOR PURCHASES OVER $10,000
FOR NOVEMBER 2018

1. Vendor: Art & Culture Group, Inc. **Purchase Amount:** $10,000.00

Requesting Department: Public Arts **Contact Person:** Debby Coles-Dobay
Date: 11/2/18

Brief Description of Purchase:
Design the Public Art Eco Art at the Old High School/Kapok Tree Plaza and gardens for the new Town Square project.

Source for Purchase: Other - Invited by Arts Commission **Fund Source:** 151-2611-579-49-17

2. Vendor: E & F Florida Enterprises **Purchase Amount:** $48,700.00

Requesting Department: Public Works **Contact Person:** Gary Dunmyer
Date: 11/2/18

Brief Description of Purchase:
Assemble & construct pavillions at Sara Sims. Task order - No. E-01-2018

Source for Purchase: Bid #018-2821-18/IT **Fund Source:** 303-4218-572-63-05 RP1875

3. Vendor: Superior Fence & Rail, Inc. **Purchase Amount:** $19,021.63

Requesting Department: Public Works **Contact Person:** Marc Saavedra
Date: 11/6/18

Brief Description of Purchase:
Installation and removal of fencing at Hester Center

Source for Purchase: Three Written Quotes **Fund Source:** 303-4209-572-63-05 RP1821

4. Vendor: Transource Services Corp. **Purchase Amount:** $24,162.84

Requesting Department: ITS **Contact Person:** John McNally
Date: 11/13/18

Brief Description of Purchase:
Datrium Server/Storage/Disaster project maintenance and support. Hardware maintenance and support to ensure the continued reliable and efficient service of the City's Datrium DVX equipment, which supports the City's Disaster Recovery datacenter, systems in Fire Station #5 datacenter & Utilities datacenter.

Source for Purchase: Piggyback State Contract #43211500-WSCA-15-ACS **Fund Source:** 001-1510-513-46-91 - $11,174.22
401-2821-536-46-91 - $12,988.62

5. Vendor: Marketing & Communications **Purchase Amount:** $14,000.00

Requesting Department: Public Arts **Contact Person:** Debby Coles-Dobay
Date: 11/14/18

Brief Description of Purchase:
To provide public relation services for the International Kinetic Art Exhibit & Symposium.

Source for Purchase: Three Written Quotes **Fund Source:** 151-2611-579-48-01

6. Vendor:	Fl. Caribbean Architecture, Inc.	**Purchase Amount:**	$17,450.00
Requesting Department:	Public Works	**Contact Person:**	Gail Mootz
		Date:	11/14/18
Brief Description of Purchase:	Architectural and Engineering service for cart barn at the Links.		
Source for Purchase:	CCNA	**Fund Source:**	302-4501-572-62-01 GF1804
7. Vendor:	Anzco, Inc.	**Purchase Amount:**	$13,900.00
Requesting Department:	Public Works	**Contact Person:**	Gail Mootz
		Date:	11/29/18
Brief Description of Purchase:	Paint Fire Station #3 appartus bay.		
Source for Purchase:	Three Written Quotes	**Fund Source:**	303-4127-522-62-01 FA1805
8. Vendor:	Hatcher Construction & Develpoment	**Purchase Amount:**	$127,000.00
Requesting Department:	Public Works	**Contact Person:**	Gary Dunmyer
		Date:	11/29/18
Brief Description of Purchase:	Design/Build restroom at Sara Sims Park. Task Order No. E-02-2019.		
Source for Purchase:	RFQ #018-2821-18/IT	**Fund Source:**	302-4218-572-63-05 RP1820
9. Vendor:	Dell Financial Services, LLC	**Purchase Amount:**	$19,141.71
Requesting Department:	Library	**Contact Person:**	Mike Naughton
		Date:	11/29/18
Brief Description of Purchase:	Replacing old staff computers.		
Source for Purchase:	Piggyback State Contract #43211500-WSCA-15-ACS	**Fund Source:**	105-3221-513-64-15

PURCHASE ORDER

CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
3301 Quantum Blvd. Suite 101
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 190398
DATE: 11/02/18

VENDOR 11500

TO: ART & CULTURE GROUP INC
66 SAINT JAMES DR
PALM BEACH GARDENS, FL 33418

SHIP TO:
City of Boynton Beach
CITY MANAGER OFFICE
3301 QUANTUM BLVD.
SUITE 101
BOYNTON BEACH, FL 33426

REQUISITION NO. 72354	ORDERING DEPARTMENT: PUBLIC ART/DCD		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	1.00	EA	AIPP ASSESSMENT	2000.0000	2000.00
2	1.00	EA	CONCEPTUAL DESIGN COST	6000.0000	6000.00
3	1.00	EA	COMPLETION OF SUBMITTAL PRESENT & APPROVAL BY AC	2000.0000	2000.00

REMARKS:
DESIGN THE PUBLIC ART ECO ART OLD HIGH SCHOOL/ KAPOK TREE PLAZA & GARDENS FOR THE NEW TOWN SQUARE PROJECT. THE ARTS COMMISSION INVITED THIS VENDOR ON 8/9/18 TO DESIGN THIS PROJECT. CITY MANAGER SIGNED ARTIST AGREEMENT ON 10/15/18.

PROCUREMENT SERVICES:		P.O. TOTAL: 10000.00
ACCOUNT NO. 151-2611-579.49-17	PROJECT	

PURCHASING

PURCHASE REQUISITION NBR: 0000072354

REQUISITION BY: PUBLIC ART/DCD

STATUS: DEPT APPROVAL
REASON: DESIGN FOR OHS/KAPOK PA PROJECT

DATE: 10/16/18

SHIP TO LOCATION: CITY MANAGER

SUGGESTED VENDOR: 11500 ART & CULTURE GROUP INC

DELIVER BY DATE: 9/30/19

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	AIPP ASSESSMENT COMMODITY: CONSULTING SERVICES SUBCOMMOD: ANALYTICAL STUDIES/SURV.	1.00	EA	2000.0000	2000.00	
2	CONCEPTUAL DESIGN COST COMMODITY: CONSULTING SERVICES SUBCOMMOD: ANALYTICAL STUDIES/SURV.	1.00	EA	6000.0000	6000.00	
3	COMPLETION OF SUBMITTAL PRESENT & APPROVAL BY AC COMMODITY: CONSULTING SERVICES SUBCOMMOD: ANALYTICAL STUDIES/SURV.	1.00	EA	2000.0000	2000.00	
				REQUISITION TOTAL:	10000.00	

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	15126115794917	OTHER CURRENT CHGS OTHER CONTRACTUAL SRVS		100.00	2000.00
2	15126115794917	OTHER CURRENT CHGS OTHER CONTRACTUAL SRVS		100.00	6000.00
3	15126115794917	OTHER CURRENT CHGS OTHER CONTRACTUAL SRVS		100.00	2000.00
					10000.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

Approved by Arts Commission August 9, 2018
Agreement signed by City manager Oct. 15, 2018

ok dg 10/19/18

City Manager [illegible] Date 10/31/18

Finance Dept [illegible] Date 10/30/18

[illegible] 10-22-18

[illegible] Date

CITY OF BOYNTON BEACH
REQUEST FOR PURCHASE OVER $10,000

Date: Oct. 16, 2018

Requesting Department: Public Art **Contact Person:** Debby Coles-Dobay

Explanation for Purchase:
The Arts Commission invited Art & Culture Group on August 9, 2018 to design the public art eco art Old High School/Kapok Tree plaza and gardens for the new Town Square project. Lucy Keshavarz of Art & Culture Group's specialty is eco art. The scope of work is to collaborate with the Town Square open space planners to design a public gathering space that satisfies the Aug. 27, 2017 Town Square Open Space public workshop initiatives. The design services will: Connect community to the historic Old High School, Celebrate the community's oldest kapok Tree, Integrate native plant material, honor Boynton's historical imprint, and create a public space suited for weddings, gatherings, and special ceremonies as well as a quite natural public space in the Town Square. This project will be designed with the input of many community groups.

Recommended Vendor Art & Culture Group, Inc.

Dollar Amount of Purchase $10,000.00

Source for Purchase (check and attach backup materials):

Three Written Quotations	☐	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:
15126115794917

Approvals:

Department Head		Date	
Purchasing Agent	[signature]	Date	10/19/18
Asst City Manager	[signature]	Date	10/19/18
City Manager		Date	

Form Revised 02/01/02

ARTIST AGREEMENT

THIS AGREEMENT, dated the 15 day of October, 2018, is by and between:

The City of Boynton Beach, a municipal corporation, organized and operating pursuant to the laws of the State of Florida, with a business address of 3301 Quantum Blvd., Suite #1, Boynton Beach, FL 33426, hereinafter referred to as "CITY",

and

Lucy M. F. Keshavarz with an address of 66 St James Dr. Palm Gardens FL 33418 hereinafter referred to as "ARTIST." CITY and ARTIST may hereinafter collectively be referred to as the "Parties."

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and ARTIST as follows:

WHEREAS, public art is a work of art, generally created by a public ARTIST exhibiting the highest quality of skill and aesthetic principals and includes all forms of the visual arts conceived in any medium, material or combination hereof, including but not limited to interactive, kinetic, paintings, sculptures, stained glass, mosaics, murals, and ARTIST designed functional, architectural, landscaped, and landform elements as described in the Public Art Ordinance 07-002; and

WHEREAS, CITY desires to obtain professional services from ARTIST for the creation of public Eco Artwork design; and

WHEREAS, ARTIST possesses the specific skills, talent, expertise, experience and knowledge to provide CITY with the public Eco Artwork design in a professional and artistic manner; and

WHEREAS, ARTIST has stated an interest in working on the creation of public Eco Artwork design for the PUBLIC ART PROJECT; and

WHEREAS, CITY desires to commission the ARTIST to create public Eco Artwork design for initial display at the Old High School Courtyard and Gardens, 125 E, Ocean Ave., Boynton Beach, Florida (the "Site") on the terms and conditions set forth in this agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed herein between the Parties hereto as follows:

ARTICLE 1

1.1. RECITALS: Each "whereas" clause set forth above is true and correct and herein incorporated by this reference.

ARTICLE 2
SERVICES AND RESPONSIBILITIES

2.1. ARTIST hereby agrees to create the public Eco Artwork design described in proposal attached hereto as Exhibit A (the "Public Art Project"), or other services which may otherwise be required, as further enumerated in the Scope of Services set forth in Article 3 herein below.

2.2. The public Eco Artwork design shall be installed by the ARTIST in the location at the site as designated by the approved public art project proposal.

2.3. ARTIST shall furnish all services and labor necessary and as may be required in the performance of this agreement.

2.4. ARTIST hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this agreement with ARTIST, that ARTIST has the professional expertise, talent, experience and manpower to perform the services to be provided by ARTIST pursuant to the terms of this agreement.

2.5. ARTIST represents and warrants that all work performed pursuant to this agreement, including but not limited to the public Eco Artwork design, is an original creation and does not infringe upon or violate any copyrights or other rights of any person, firm or organization. ARTIST does hereby indemnify and hold CITY harmless from and against any and all claims and liabilities that may arise as a result of any breach of the foregoing representation and warranty.

2.6. CITY recognizes that authors of visual art have certain rights pursuant to the Federal Visual ARTIST Rights Act of 1990, known as "VARA". CITY will not intentionally distort, mutilate and/or modify the public Eco Artwork design in a manner that would be prejudicial to ARTIST's honor or reputation.

2.7. CITY is entitled to exhibit, publish, broadcast, advertise and otherwise use the likeness of the public Eco Artwork design, in any non-commercial, non-profit manner CITY sees fit. Incidental appearance of the public Eco Artwork design in photographs or in depictions of the store front where the public art is located shall not violate the prohibition set forth in this paragraph.

2.8. CITY agrees to give the ARTIST full acknowledgement and credit as the creator of the public Eco Artwork design.

2.9. CITY agrees to provide the ARTIST reasonable access to the site to prepare the public Eco Artwork for design. ARTIST may not obstruct access to the entrance to the project and ARTIST shall be responsible for securing the installation site to protect the public from any hazards that may arise during preparation of the site or installation of the public Eco Artwork design.

2.10. ARTIST may not hire or utilize the services of any sub-contractor, employee or other individual to assist the ARTIST in performing services under this agreement without the prior written approval of CITY.

ARTICLE 3
SCOPE OF SERVICES

ARTIST shall perform the following services in accordance with this Agreement with CITY as follows:

3.1. All work performed under this Agreement shall be done in a professional manner.

3.2. The public Eco Artwork design shall be produced to CITY's satisfaction and in conformity with the appropriate moral and ethical standards for the community in which the Site is located. The quality of the completed public art is a matter of prime importance and shall meet all applicable industry standards.

CITY shall have the right to approve and/or reject the public Eco Artwork design or any portion thereof. The display, of the public Eco Artwork design shall be subject to the sole discretion of the CITY.

3.3 The ARTIST shall perform and provide services as set forth in the Proposal for Old High School Courtyard and Gardens datedJuly 16, 2018, a copy of which is attached hereto as Exhibit "A".

3.4 ARTIST is required to coordinate with project management team to prepare, install and complete the public Eco Artwork design project. CITY is not responsible for negotiating, coordinating or managing the Eco Artwork design timeline. Public Art Manager will monitor the project and from time to time document the Eco Artwork design projects process.

ARTICLE 4
TERM AND TERMINATION

4.1. This Agreement shall take effect as of the date of execution as shown herein below and shall end upon completion of the ARTIST's work and services described in Articles 2 and 3 hereof.

4.2. All documents, plans, work products, materials, equipment and tools belonging to CITY will be furnished to CITY upon completion and/or termination of the agreement, whichever occurs first.

4.3 CITY's rights to exhibit, publish, broadcast, advertise and otherwise use of the likeness of the public Eco Artwork design for non-commercial non-profit purposes or if for commercial purposes if incidental to photographs or renderings of the site shall survive the termination of this agreement.

ARTICLE 5
COMPENSATION

5.1. CITY shall provide compensation and/or payments to the ARTIST as set forth in the Proposal for the Old High School Courtyard and Gardens dated July 16, 2018 a copy of which is attached hereto as Exhibit "A".

5.2 Title to the public Eco Artwork design passes to CITY of Boynton Beach upon payment of the compensation.

ARTICLE 6
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

6. CITY or ARTIST may request changes that would increase, decrease or otherwise modify the Scope of Services to be provided under this Agreement. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of Boynton Beach and must be contained in a written amendment, executed by the Parties hereto, with the same formality and with equal dignity herewith prior to any deviation from the term or scope of this Agreement, including the initiation of any additional or extra work. In no event will ARTIST be compensated for any additional work or change from attached Exhibit A which has not been described in a separate written Agreement executed by the Parties hereto.

ARTICLE 7
MISCELLANEOUS

7.1. **Insurance.** Worker's Compensation Insurance, property damage, liability insurance and vehicular liability insurance shall be maintained by ARTIST during the life of this Agreement to comply with statutory limits for all employees, and in the case any work is sublet, the ARTIST shall require the sub-contractors similarly to provide Worker's Compensation Insurance at the same levels required by the ARTIST for all the subcontractor's employees unless such employees are covered by the protection afforded by the ARTIST.

A. ARTIST shall secure and maintain in force, throughout the duration of this Agreement, comprehensive general and automobile liability insurance with a minimum coverage of $1,000,000 per occurrence; $2,000,000 aggregate for personal injury; $1,000,000 per occurrence, $2,000,000 aggregate for property damage; and, professional liability insurance in the amount of $1,000,000 (all professional contract services).

B. The general liability and vehicular liability policies shall name CITY and CITY of Boynton Beach as an additional insured and shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to CITY.

C. ARTIST shall secure and maintain in force throughout the duration of this contract workers' compensation insurance in amounts not less than the statutory limits.

D. ARTIST shall furnish CITY with a certificate of insurance evidencing all required insurance coverage prior to the start of any work for CFP - Boynton. Said insurance companies must be authorized to do business in the State of Florida and CITY will not accept any company that has a rating less than B+ in accordance with A.M. Best's Key Rating Guide, latest edition.

E. If ARTIST claims to be exempt from this requirement, ARTIST shall provide CITY proof of such exemption along with a written request for CITY to exempt ARTIST, written on ARTIST's letterhead which exemption shall not be effective until signed by CITY.

7.2. **Independent Contractor.** This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the ARTIST is an independent contractor under this Agreement and not CITY's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The ARTIST shall retain sole and absolute discretion in the judgment of the manner and means of carrying out ARTIST" activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of ARTIST, which policies of ARTIST shall not conflict with CFP - Boynton, State, or United States policies, rules or regulations relating to the use of ARTIST'S funds provided for herein. The ARTIST agrees that it is a separate and independent enterprise from CFP - Boynton, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the ARTIST and CITY and CITY will not be liable for any obligation incurred by ARTIST, including but not limited to unpaid minimum wages and/or overtime premiums.

7.3. Assignments.

7.3.1. This Agreement or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by ARTIST without the prior written consent of the CITY. However, this Agreement shall run to CITY and its successors and assigns.

7.3.2. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

7.4. No Contingent Fees. ARTIST warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the ARTIST to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for ARTIST any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate this Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover from ARTIST the full amount of such fee, commission, percentage, gift or consideration.

7.5. Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified in writing, and that places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the ARTIST and CITY designate the following as the respective places for giving of notice:

City of Boynton Beach: Lori LaVerriere, City Manager
City of Boynton Beach
3301 Quantum Blvd., Suite #1,
Boynton Beach, FL 33426
561-742-6000

Copy To: Debby Coles-Dobay
Public Art Manager
City of Boynton Beach
100 E. Boynton Beach Blvd.
Boynton Beach, FL 33425
(561) 742 6026
(562) 742 6089

ARTIST: Lucy M.F. Keshavarz, Pres. ArtCulture Group, Inc.
663 St. James Drive
Palm Beach Gardens, FL 33418
Telephone No. 561-622-9892
Website ArtCultureGroup.com Social Media

7.6. **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has the full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

7.7. **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

7.8. **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

7.9. **Governing Law.** This Agreement shall be governed by the laws of the State of Florida with venue lying in Palm Beach County, Florida.

7.10. **Attorney's Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and costs.

7.11. **Extent of Agreement.** This Agreement represents the entire and integrated Agreement between CITYand the ARTIST and supersedes all prior negotiations, representations or Agreements, either written or oral.

7.12. **Equal Employment Opportunity.** In the performance of this Agreement, the ARTIST shall not discriminate against any firm, employee or applicant for employment or any other firm or individual in providing services because of sex, age, race, color, religion, ancestry or national origin.

7.13. **Waiver.** Any failure by either party to require strict compliance with any provision of this contract shall not be construed as a waiver of such provision, and the waiving party may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

7.14. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

7.15 **Usage Rights** After final acceptance of the artwork by CFP - Boynton, the following ARTIST' rights shall be guaranteed:

- Maintenance of public Eco Artwork designs shall be the responsibility of CITYor developer or property association and not the ARTIST. The responsible party shall make reasonable efforts to maintain the artwork in good repair. The responsible party shall attempt to consult the ARTIST and collaborator on major repairs.
- The artwork shall not be altered, modified, removed or relocated from a site integral to the concept for the work without first consulting with the ARTIST and collaborator, if reasonably possible. If a work, nevertheless, has been significantly altered, the ARTIST and collaborator shall have the right to disclaim authorship.
- Copyright of the artwork shall belong to the creator(s), but CITYor developer or property association shall be granted the right to make two-dimensional reproductions for non-commercial purposes.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature.

ATTEST:

Judith Pyle, City Clerk

CITY OF Boynton Beach, FLORIDA

Lori LaVerriere, City Manager

APPROVED AS TO FORM:

City Attorney

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me, the undersigned notary public in and for the State of Florida, on this the 15 **day of** October, **2018, by** Judith A. Pyle **and** Lori LaVerriere **City Clerk and City Manager, respectively.**

Notary Public, State of Florida

Tammy L. Stanzione

Printed, Typed or Stamped Name of Notary Public Exactly as Commissioned

Notary Public
Seal of Office

TAMMY L STANZIONE
MY COMMISSION # FF213683
EXPIRES March 25, 2019

Individuals Who Signed Are:
Personally Known, No Identification Produced

REMAINDER OF THIS PAGE LEFT BLANK.
ARTIST SIGNATURE PAGE FOLLOWS.

ARTIST CONTACT INFORMATION

Name Lucy M.F. Keshavarz
Company Art Culture Group Inc
Address 66 Saint James Drive
Studio
Cell 561-315-2602
Email LucyK@ArtCultureGroup.com
Web site ArtCultureGroup.com
Social Media

(ARTIST FILL OUT THIS PAGE AND HAVE NOTARIZED)

Signature

Country USA

State of FLORIDA

County PALM BEACH

The foregoing instrument was acknowledged before me, the undersigned notary public in and for the Country or State of Florida, on this the 24 day of Aug., 2018, by Lucy M.F. Keshavarz.

Individual who signed Is:

✓ Personally Known, No ID Produced OR
___ Identification Produced

DEBORAH L. FULGENZI
Notary Public – State of Florida
Commission # GG 175704
My Comm. Expires Jan 28, 2022
Bonded through National Notary Assn.

Notary Public (Signature)

Country or State of FLORIDA

Notary Public
Seal of Office

Deborah L. Fulgenzi
Printed, Typed or Stamped Name of
Notary Public Exactly as Commissioned

EXHIBIT A Art & Culture Group, Inc.

July 16, 2018

Debby Coles-Dobay
Public Art Manger, City of Boynton Beach
100 E. Boynton Beach Blvd.
Boynton Beach, FL 33425

Re: Proposal for Public Art Design Phase services
Old High School Plaza and Kapok Tree, an AIPP project for Town Square Boynton Beach (TSBB)

Dear Debby,

I sincerely thank you for the invitation and opportunity to create public art for Town Square Boynton Beach. Per your request and for your consideration, please find outlined on the following pages a proposal for design phase services for public art for the Old High School Plaza and Kapok Tree. I am proposing a fee of $10,000 to complete the conceptual design. As we discussed there is precedence for this proposed fee on similar public art projects completed for the City of Boynton Beach and on various AIPP projects I have completed for developers.

During the design phase services the conceptual design for the public art will be completed. This conceptual design will include proposed design, materials, cost estimate, timeline for completion as well as future maintenance requires. Final design (engineering & permitting), fabrication and installation will be under a separate contract based on the approved conceptual design.

Please do not hesitate to contact me should you have any questions.

Sincerely,

Lucy M.F. Keshavarz
Artist & President
Art & Culture Group, Inc.

66 Saint James Drive Palm Beach Gardens Florida 33418 1
561-622-9892 www.ArtCultureGroup.com LucyK@ArtCultureGroup.com

Proposal for Public Art Design Phase services for the City of Boynton Beach (Client) by Lucy Keshavarz, Artist/President, Art & Culture Group (Artist):

Public Art / EcoArt for Old High School Plaza and Kapok Tree, Town Square Boynton Beach public / private partnership (TSBB).

General Project Information:

Objective: Create an intimate public gathering space that:

- Connects community to historical Old High School
- Celebrates the community's oldest Kapok Tree
- Integrates native plant material
- Honors Boynton's Historical imprint
- Creates a public space suited for weddings, intimate gatherings, photo shoots and special ceremonies.

Creative Design Process will include:

- Collaboration with the TSBB team, city staff and possibly others to create the Old High School plaza into an Eco Art project incorporating the hardscape and landscape elements into the space design.
- The objectives listed above, which come from the goals identified from the August 25 Open Space public workshop and ideals identified in the TSBB Public Art Master Plan.
- Explore opportunities for youth and/or environmental organizations to be involved in creative process.

Outcome:

Artist's public art design services will include the following:
1) Project Assessment
2) Conceptual Design (includes cost estimate, timeline & maintenance requirements)
3) Submittal to Arts Commission for approval.

Note: The final design, fabrication and installation of artwork will be under a separate contract with Artist upon approval of the AIPP Conceptual Design.

Estimated timeline:

To be finalized with input from Client. Client's most recent timeline indicates Conceptual Approval on 9-13-18 and a completion date of 2-28-2019.

Outline of Artist and Client deliverables/responsibilities:

A. **Artist agrees to perform certain professional services for Client as follows:**
   1.) **AIPP Assessment -**
      a. Artist will collaborate with Client/ TSBB team to create a Public Art/Ecological Art concept for the Old High School Plaza and Kapok Tree area.
      b. Develop a draft public art timeline and budget based on project information provided by Client.
      c. Develop a working knowledge of project based on information provided by Client such as: site, infrastructure, architecture, facility programing, etc.
      d. Artist to walk site with Client / TSBB team
      e. Conduct other research as needed
      f. Develop list of project challenges, needs and solutions
      g. Brainstorm ideas and integration possibilities.
      h. Schedule meetings with Client and TSBB team to discuss and receive input on preliminary concepts for the public art.
      i. Assessment phase includes up to four meetings with Client and TSBB team.

   2.) **AIPP Conceptual Design / Cost Estimate -**
      a. Based on input during assessment phase, Artist will create draft conceptual design.
      b. Schedule meetings with Client and TSBB team for input/review during creative process.
      c. Create final conceptual design and coordinate exchange between Client and TSBB team members as needed.
      d. Receive input/ comments from Client and TSBB team. Finalize conceptual design.
      e. Determine estimated budget and maintenance requirements for proposed public art.
      f. Conceptual design phase includes up to three meetings with Client and TSBB team.

   3.) **Submittal for AIPP Conceptual Design Approval -**
      a. Develop timeline and budget.
      b. Coordinate and complete required submittal documents for Arts Commission
      c. Create presentation / give presentation to Arts Commission.
      d. Approval phase includes up to two meetings with Client and TSBB team.

B. **Client agrees to the following in order for Artist to perform professional services:**
   1.) **Client and TSBB team will collaborate with Artist to create a Public Art/Ecological Art concept for the Old High School Plaza and Kapok Tree area.**

CONTRACT PROVISIONS - Artist Design Phase Services

1. **LIMITS OF LIABILITY:** The ARTIST shall be performing a portion of its services based on the representation of others and through collaboration with CLIENT and TSBB team members. At any time ARTIST'S liability is limited to the fees collected for a given task.
2. **APPROVAL BY ARTS COMMISION, CITY OF BOYNTON BEACH:** While ARTIST will inform and request input from decision makers as needed during the design process, ARTIST cannot guarantee approval of conceptual design(s) by the Arts Commission.
3. **INVOICES:** Invoices for all services and reimbursable expenses shall be issued based on a contracted schedule reflecting services performed during the period. Fees for professional services rendered are due and payable within 30 days. In the event the CLIENT has an objection to any portions of said invoice, the CLIENT must notify ARTIST in writing within twenty (20) days of the date of the invoice. Such notice of objection shall be accompanied by payment of any undisputed portion of said invoice. If written objection is not received within twenty (20) days, it shall constitute approval of invoice by CLIENT. Amounts not paid in 30 days are subject to 1% monthly service charge (12% annual rate). Outstanding invoices delinquent beyond 60 days, may, at the ARTIST's election be deemed a notice to stop performance under this contract until such invoices are paid. Payment in full shall be made at or before delivery to the CLIENT of any performed services under this contract. Should collection become necessary on any outstanding accounts, then all appropriate costs including reasonable attorney's fees shall be charged in addition to monies due plus interest.
4. **JURISDICTION:** In the event that any litigation arises from this contract, the laws of the State of Florida shall apply and jurisdiction and venue shall be in Palm Beach County, Florida.
5. **REIMBURSABLE:** Direct costs such as prints, copies, photography, advertising, travel costs, etc., are not included in the above fees. CLIENT and ARTIST will agree to any additional expenses prior to ARTIST output and ARTIST shall bill as Reimbursable Expenses.
6. **DOCUMENTS:** All documents furnished by the ARTIST are instruments of this contracted service and owned by CLIENT. Said documents are not suitable or intended for reuse in any other way or on any other project without specific written approval by the ARTIST.
7. **RIGHTS, RESPONSIBILITY AND CREDIT FOR WORK OF ART:** ARTIST intends to design a work of art that is site / project specific, an artistic creation within the ARTIST'S aesthetic and design vocabulary. CLIENT acknowledges and agrees to abide by copyright laws and the Visual Artists Right Act (VARA).
8. **TERMINATION:** This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms herein through no fault of the terminating party. In the event of any termination, the ARTIST will be paid for all services rendered to the date of termination.
9. **SUCCESSORS AND ASSIGNS:** Except to its affiliates, neither the CLIENT nor ARTIST shall assign, sublet or transfer any rights under or interest in this agreement without the written consent of the other. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the CLIENT, its affiliates or the ARTIST.

PURCHASE ORDER

CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
3301 Quantum Blvd. Suite 101
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 190400
DATE: 11/02/18

VENDOR 17339

TO: E & F FLORIDA ENTERPRISES
3141 FORTUNE WAY, BAY 16
WELLINGTON, FL 33414

SHIP TO:
City of Boynton Beach
PUBLIC WORKS DEPARTMENT
222 N.E. 9TH AVENUE
BOYNTON BEACH, FL 33435

REQUISITION NO. 72447	ORDERING DEPARTMENT: ENGINEERING/AGGA/GD		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	48700.00	DL	4 PAVILLIONS, 2 SMALL & 2 LARGE ALL LABOR, MATERIALS, EQUIPMENT, HARDWARE, SUPPLIES AND SUPERVISION TO ASSEMBLE AND CONSTRUCT FOUR (4) CITY FURNISHED RCP PRE-ENGINEERED PAVILLIONS AS PER THE SPECIFICATIIONS AND PLANS REFERENCE BID NO. 018-2821-18, RESOLUTION NO. R18-104 TASK NO. E-01-2018 JOB WILL TAKE APPROXIMATELY 45 DAYS AFTER THE PERMIT IS ISSUED. FIRST TWO WEEKS: GRADE, FORM AND POUR SLABS NEXT THREE WEEKS: ASSEMBLE AND CONSTRUCT PAVILLIONS FINAL WEEK: PUNCH LIST, CLEAN UP AND FINAL WALK THROUGH	1.0000	48700.00

REMARKS:
ASSEMBLE & CONSTRUCT PAVILLIONS AT SARA SIMS.
RFQ NO. 018-2511-18/IT; R18-104 ADOPTED BY COMMISSION ON 8/7/18.
TASK ORDER NO. E-01-2018

PROCUREMENT SERVICES:		P.O. TOTAL:	48700.00
ACCOUNT NO. 303-4218-572.63-05	PROJECT RP1875		

PURCHASE REQUISITION NBR: 0000072447

REQUISITION BY: ENGINEERING/AGGA/GD

STATUS: DEPT APPROVAL
REASON: ASSEMBLE & CONSTRUCT PAVILLIONS AT SARA SIMS

DATE: 10/26/18

SHIP TO LOCATION: PUBLIC WORKS

SUGGESTED VENDOR: 17339 E & F FLORIDA ENTERPRISES

DELIVER BY DATE: 10/27/18

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	4 PAVILLIONS, 2 SMALL & 2 LARGE ALL LABOR, MATERIALS, EQUIPMENT, HARDWARE, SUPPLIES AND SUPERVISION TO ASEMBLE AND CONSTRUCT FOUR (4) CITY FURNISHED RCP PRE-ENGINEERED PAVILLIONS AS PER THE SPECIFICATIIONS AND PLANS REFERENCE BID NO. 018-2821-18, RESOLUTION NO. R18-104 TASK NO. E-01-2018 JOB WILL TAKE APPROXIMATELY 45 DAYS AFTER THE PERMIT IS ISSUED. FIRST TWO WEEKS: GRADE, FORM AND POUR SLABS NEXT THREE WEEKS: ASSEMBLE AND CONSTRUCT PAVILLIONS FINAL WEEK: PUNCH LIST, CLEAN UP AND FINAL WALK THROUGH COMMODITY: CONSULTING SERVICES SUBCOMMOD: CONSTRUCTION	48700.00	DL	1.0000	48700.00	

REQUISITION TOTAL: 48700.00

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	30342185726305	IMPVTS OTHER THAN BLDGS. PARKS IMPROVEMENTS	RP1875 SARA SIMS PARK PAVILION	100.00	48700.00
					48700.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

APPROVALS

City Manager _____ Date 10/31/18

Finance Dept _____ Date 10/31/18

Risk Manager COI good thru 2/28/19

_____ Date _____

CITY OF BOYNTON BEACH
REQUEST FOR PURCHASE OVER $10,000

Date: 10/29/2018

Requesting Department: PW-Facilities **Contact Person:** Gary Dunmyer

Explanation for Purchase:
Assemble and Construct Pavillions at Sara Sims

Task order - No. E-01-2018

Recommended Vendor E&F Florida

Dollar Amount of Purchase $48,700

Source for Purchase (check and attach backup materials):

Three Written Quotations	☐	GSA	☐
State Contract	☐	PRIDE/RESPECT	☐
SNAPS	☐	Sole Source	☐
Piggy-Back	☐	Budgeted Item	☐
Emergency Purchase	☐	Other	☐

Contract Number: Bid #018-2821-18/IT R18-104

NOTE: Pricing proposal for purchase must be presented in the same detail contained within the contract.

Fund Source for Purchase:
303-4218-572-63-05, Project #RP1875

Approvals:

Department Head		Date 10/29/18
Purchasing Agent		Date 10/30/18
Asst City Manager		Date
City Manager		Date 10/31/18

Form Revised 02/01/02

Req #: 72441

Greco-Arencibia, Adrianna

Vendor #17339

From: Dunmyer, Gary
Sent: Thursday, October 25, 2018 8:49 AM
To: Greco-Arencibia, Adrianna
Subject: Assemble and construct (4) city furnished pre-engineered pavilions
Attachments: Tabulation Sheet - Assemble and Contruct (4) City Furnished RCP and Pre-Engineered Pavillions.xls

Adrianna,
I would like to issue a PO for the above referenced project. The winning bidder is from the minor construction service bidders. The results are attached.

The winner:

Business Name: E+F Florida Enterprises, Inc.

$48,700.00

Joseph Patalano
jepsales@comcast.net
561-291-1665

Gary Dunmyer, MBA, P.E.
City Engineer
Public Works, Engineering
Mailing Address: P.O. Box 310 | Boynton Beach, Florida 33425
Physical Address: 100 E. Boynton Beach Blvd. | Boynton Beach, Florida 33435
561-742-6231
DunmyerG@bbfl.us | boynton-beach.org/
Follow us on

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.

Account #:
303-4218-572-63-05
Project RP1875

E-01-2018 - ASSEMBLE AND CONSTRUCT (4) CITY FURNISHED RCP PRE-ENGINEERED PA
RFQ NO. 018-2821-18/IT PRE-QUALIFIED VENDORS LIST - BID FORM

ITEM	DESCRIPTION	QTY	UNIT	TOTAL
1	ALL LABOR, MATERIALS, TOOLS, EQUIPMENT,HARDWARE, SUPPLIES AND SUPERVISION TO ASSEMBLE AND CONSTRUCT FOUR (4) CITY FURNISHED RCP PRE-ENGINEERED PAVILIONS AS PER THE SPECIFICATIONS AND PLANS	1	LS	48,700.00
TOTAL BID PRICE				

Total Bid Price (in words) Fourty eight thousand seven hundred dollars, no cents

Name of Firm Submitting Bid Proposal EFF Florida Enterprises Inc.
D/B/A CREATIVE Contracting Group

Name of Person Submitting Bid Proposal LISA Addis

Name of Person Submitting Bid Proposal

Date: 10/4/18

CREATIVE CONTRACTING GROUP

3141 FORTUNE WAY S-16

WELLINGTON, FL 33414
561-333-1445 / USECCG.COM
Lic # CGC1513410

October 4, 2018

RE : RFQ NO. 018-2821-18/IT - ASSEMBLE AND CONSTRUCT (4) CITY SUPPLIED RCP PAVILIONS.

Construction Schedule

This job will take us approximately 45 days after the permit is issued

First two weeks : grade, form, and pour slabs

Next three weeks : assemble and construct pavillions

Final week : punch list, clean up, and final walk through

Thanks,

Lisa Addis V.P.

E & F Florida Enterprises inc.

ASSEMBLE AND CONTRUCT (4) CITY FURNISHED RCP PRE-ENGINEERED PAVILLIONS

RFQ DUE DATE: OCTOBER 5, 2018
RFQ DUE TIME: 12:00 P.M.
Task Order E-01-2018

"Offers from the vendors listed herein are the only offers received timely as of the above receiving date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late"

VENDORS	**Business Name: Republic Construction** **Address:** **President Name:** **Tel:** **Email:**	**Business Name: E+F Florida Enterprises, Inc.** **Address:** **President Name:** **Tel:** **Email:**	**Business Name: Hatcher Contruction & Development, Inc.** **Address:** **President Name:** **Tel:** **Email:**	**Business Name:Anzco, Inc.** **Address:** **President Name:** **Tel:** **Email:**
TOTAL BID OFFER ITEM (1) :	**$106,881.40**	**$48,700.00**	**$100,000.00**	**$120,797.00**
COMMENTS:				

Opened and tabulated by: I. Triestman 10/5/18

RESOLUTION NO. R18-104

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE RANKING AND AUTHORIZING THE CITY MANAGER TO SIGN AGREEMENTS WITH THE FOUR (4) TOP RANKED PROPOSERS TO ESTABLISH A LIST OF PRE-QUALIFIED OF VENDORS FOR MINOR CONSTRUCTIONS SERVICES AND AUTHORIZE THE CITY MANAGER TO AWARD INDIVIDUAL PROJECTS NOT EXCEEDING $75,000; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 18, 2018 City staff opened and tabulated eight (8) submittals in response to RFQ No. 018-2511-18/IT "Pre-Qualification of Contractors for Minor Construction Services"; and

WHEREAS, the RFQ was issued with the intent of establishing a pre-qualified list of vendors to perform minor construction service projects which may include building repairs, upgrades and improvements as may be necessary within the City; 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 the ranking and authorize the City Manager to sign Agreements with the four (4) top ranked proposers for RFQ No. 018-2511-18/IT for "Pre-Qualification of Contractors for Minor Constructions 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 the ranking and authorizes the City Manager to sign Agreements with the

four (4) top ranked proposers for RFQ No. 018-2511-18/IT for "Pre-Qualification of Contractors for Minor Constructions Services," copies of each Agreement is attached hereto and incorporated herein.

Section 3. That this Resolution shall become effective immediately.

PASSED AND ADOPTED this 7th day of AUGUST, 2018.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	✓	
Vice Mayor – Christina L. Romelus	✓	
Commissioner – Mack McCray	✓	
Commissioner – Justin Katz	✓	
Commissioner – Joe Casello	✓	
VOTE	5-0	

ATTEST:

Judith A. Pyle

Judith A. Pyle, CMC
City Clerk

(Corporate Seal)

C:\Users\StanzioneT\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.IE5\52FYTE0E\Approve_Ranking_and_Agreement_with_4_Minor_Construction_Services_-_Reso.docx

AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND MINOR CONSUTRUCTION SERVICES CONTRACTOR

THIS AGREEMENT is entered into between the City of Boynton Beach, hereinafter referred to as "the City", and E&F FLORIDA ENTERPRISES, INC. DBA CREATIVE CONTRACTING GROUP, hereinafter referred to as "CONTRACTOR", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. PROJECT DESIGNATION. The Contractor is retained by the City to perform minor construction services in connection with the **RFQ FOR PRE-QUALIFICATION OF CONTRACTORS FOR MINOR CONSTRUCTION SERVICES; RFQ No.: 018-2821-18/IT.**

2. SCOPE OF SERVICES/PROCESS. This Agreement applies to the performance of minor construction projects, which are those costing less than $185,000. These minor construction projects shall be initiated by the City upon issuance of a solicitation, or task order and shall be advertised to all pre-qualified Contractors. No project under this contract shall require bid, payment, or performance bonds unless specifically noticed in the solicitation, or task order. Projects will commence only upon issuance of a valid Purchase Order by the Finance Department and written Notice to Proceed from the Public Works Department. Emergency work may be assigned at the City's discretion per the scope of the RFQ, and shall be based upon the CONTRACTOR'S expertise, or competitive proposal submittal. The CONTRACTOR shall be required to respond to each advertisement when requested, whether by offer or response of "no bid." If the CONTRACTOR fails to respond to more than three (3) consecutive requests, the firm shall be removed from the program, and all subsequent bidding opportunities under this contract.

3. TIME FOR PERFORMANCE. Work under this agreement shall commence upon written notice by the City to the CONTRACTOR to proceed. CONTRACTOR shall perform all services and provide all work product required pursuant to this agreement upon written notice to proceed.

4. TERM: This Agreement shall commence upon Commission approval and shall be valid for an initial term of one (1) year. The City of Boynton Beach may renew the contract with the same terms and conditions for three (3) additional, one-year renewal terms subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the City. **At the City's request, the Firm shall continue services beyond the final expiration date as approved by the City Manager or City Commission. Such extension(s) shall not exceed a six-month period.**

5. PAYMENT: The City will pay the CONTRACTOR for performance of the work performed under each solicitation, or task order that is completed in accordance with the solicitations, or task orders at the lump sum or unit prices presented by the CONTRACTOR and accepted by the City.

   a. Payment for the work provided by CONTRACTOR shall be made promptly on all invoices submitted to the City properly, provided that the total amount of payment to CONTRACTOR shall not exceed the total contract price without express written modification of the Agreement signed by the City Manager or her designee.

   b. The CONTRACTOR may submit invoices to the City once per month during the progress of the work for partial payment for project completed to date. Such invoices will be reviewed by the City, and upon approval thereof, payment will be made to the CONTRACTOR in the amount approved.

c. Final payment of any balance due the CONTRACTOR 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 by the City shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.

e. The CONTRACTOR'S records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and State for a period of three (3) years after the termination of the Agreement. Copies shall be made available upon request.

6. OWNERSHIP AND USE OF DOCUMENTS. All documents, drawings, specifications and other materials produced by the Firm 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 Firm shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Firm's endeavors.

7. COMPLIANCE WITH LAWS. CONTRACTOR shall, in performing the services contemplated by this 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.

8. INDEMNIFICATION. CONTRACTOR 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 fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to CONTRACTOR's own employees, or damage to property occasioned by a negligent act, omission or failure of the CONTRACTOR.

9. INSURANCE. The CONTRACTOR shall secure and maintain in force throughout the duration of this contract comprehensive general liability insurance with 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, and CONTRACTOR liability insurance in the amount of $1,000,000 per occurrence to $2,000,000 aggregate with defense costs in addition to limits; workers' compensation insurance, and vehicular liability insurance.

Said general liability policy shall name the City of Boynton Beach as an "additional named insured" and shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to the City. Certificates of coverage as required by this section shall be delivered to the City within fifteen (15) days of execution of this agreement.

Professional Liability (Errors & Omissions) Insurance - Professional Liability Insurance with the limits of liability provided by such policy for each claim and on a claim made basis or on an occurrence basis to be no less than one million Dollars ($1,000,000) per occurrence with a limit of no less than two million dollars ($2,000,000) aggregate with a deductible per claim not to exceed ten percent (10%) of the limit of liability. Consultant shall notify the City in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance Policy. Consultant acknowledges that the City is relying on the competence of the Consultant to design the project to meet its functional intent. If it is determined during construction of the project that changes must be made due to Consultant's negligent errors and omissions, Consultant shall promptly rectify them at no cost to City and shall be responsible for additional

costs, if any, of the project to the proportional extent caused by such negligent errors or omissions

10. INDEPENDENT CONTRACTOR. The CONTRACTOR and the City agree that the CONTRACTOR is an independent contractor 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 CONTRACTOR nor any employee of CONTRACTOR 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 CONTRACTOR, or any employee of CONTRACTOR.

11. COVENANT AGAINST CONTINGENT FEES. The CONTRACTOR warrants that he has not employed or retained any company or person, other than a *bona fide* employee working solely for the CONTRACTOR, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a *bona fide* employee working solely for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract.

    For breach or violation of this warranty, the City shall have the right to annul this contract 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.

12. DISCRIMINATION PROHIBITED. The CONTRACTOR, 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.

13. ASSIGNMENT. The CONTRACTOR shall not sublet or assign any of the services covered by this Agreement without the express written consent of the City.

14. NON-WAIVER. Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

15. TERMINATION.

    a. The City reserves the right to terminate this Agreement at any time by giving ten (10) days written notice to the CONTRACTOR.

    b. In the event of the death of a member, partner or officer of the CONTRACTOR, or any of its supervisory personnel assigned to the project, the surviving members of the CONTRACTOR hereby agree to complete the work under the terms of this Agreement, if requested to do so by the City. This section shall not be a bar to renegotiations of this Agreement between surviving members of the CONTRACTOR and the City, if the City so chooses.

16. DISPUTES. Any disputes that arise between the parties with respect to the performance of this Agreement, which cannot be resolved through negotiations, shall be submitted to a court of competent jurisdiction in Palm Beach County, Florida. This Agreement shall be construed under Florida Law.

17. NOTICES. Notices to the City of Boynton Beach shall be sent to the following address:

Lori LaVerriere, City Manager
City of Boynton Beach
P.O. Box 310
Boynton Beach, FL 33425-0310

Notices to CONTRACTOR shall be sent to the following address:

E&F FLORIDA ENTERPRISES, INC. DBA CREATIVE CONTRACTING GROUP

18. INTEGRATED AGREEMENT. This agreement, together with attachments or addenda, represents the entire and integrated agreement between the City and the CONTRACTOR 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 CONTRACTOR.

19. PUBLIC RECORDS. Sealed documents received by the City in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Bid unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

The City is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

A. Keep and maintain public records required by the CITY to perform the service;

B. Upon request from the CITY's custodian of public records, provide the CITY 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, Fla. Stat. or as otherwise provided by law;

C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession once the Contractor transfers the records in its possession to the CITY; and

D. Upon completion of the contract, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor's possession All records stored electronically by Contractor must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

E. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

JUDY PYLE, CITY CLERK
100 E BOYNTON BEACH BLVD.
BOYNTON BEACH, FLORIDA, 33435
561-742-6061
PYLEJ@BBFL.US

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK.

DATED this 28th day of August, 2018.

CITY OF BOYNTON BEACH

Lori LaVerriere, City Manager

Lisa Addis
CONTRACTOR

Joseph Patalano personally known to me

Attest/Authenticated
Notary Public State of Florida
Joseph Patalano
My Commission GG 179875
Expires 05/14/2022

8-29-18

Vice President
Title

Judy Fyle, City Clerk

(Corporate Seal)

Approved as to Form:

R. Abrams for

James A. Cherof, City Attorney

Attest/Authenticated:

Secretary

Greco-Arencibia, Adrianna

From: Triestman, Ilyse
Sent: Friday, September 28, 2018 11:32 AM
To: Dunmyer, Gary
Subject: ADVERTISEMENT TO PRE-QUALS- RFQ NO. 018-2821-18/IT - ASSEMBLE (4) CITY SUPPLIED RCP PAVILIONS
Attachments: HGAC RCP Shelters Proposal - AS # 28540.R1.pdf; C4.00.pdf; C4.13.pdf; C6.00.pdf; E1.00.pdf; TASK ORDER BID SHEET - PAVILIONS.xlsx

Importance: High

Good afternoon all!

Please review the specifications and plans and provide a bid for the project according to the following instructions.

The City of Boynton Beach is purchasing four (4) pavilions – (2) small and (2) large) to be assembled. Please submit a lump sum price for all four structures including all services to within 5 ft. of the building pads. The HGAC RCP Shelters Proposal is also attached to assist with your bid pricing.

SUPPORTING DOCUMENTS

C4.00 Site Plan
C4.13 Large and Small Pavilion Schematic (Please disregard item D. on this sheet. The City does not require refurbishment of the existing pavilion under this task order.)
C6.00 Utility Plan
E1.00 Electric Plan

TIMEFRAME FOR QUOTE

- There is no pre-bid meeting; submit questions by **OCTOBER 3, 2018 12:00PM** to PURCHASING, in writing - PLEASE *do not wait until the day of, or after the deadline to ask questions; you have over a week to review the specs.*
- Submit your ELECTRONIC **BID FORM** on or before **OCTOBER 5, 2018, 12:00PM to PURCHASING via email to: triestmani@bbfl.us**

SPECIAL INSTRUCTIONS:

- Only the single Bid Form is required – quotes must be delivered on or before the due date (you do not have to be here; YOUR QUOTE DOES)
- **The estimated value for this project is $105,000;** this project will not require a Bid bond or payment and performance bond.
- * *I'm **NOT** protecting this spreadsheet; modify the columns, etc. as you need, but UNIT PRICES from your bid forms will be transferred to my tab sheet – you're responsible for providing the materials as it was presented to you.*

Please remember to send a "no bid" response (via email is acceptable) if you're not interested in bidding; an explanation is appreciated on any "no bid."

Please acknowledge receipt of this email and its listed contents in good order.

E-01-2018 - ASSEMBLE (4) CITY FURNISHED RCP PAVILIONS
RFQ NO. 018-2821-18/IT PRE-QUALIFIED VENDORS LIST - BID FORM

ITEM	DESCRIPTION	QTY	UNIT
1	ALL LABOR, MATERIALS, TOOLS, EQUIPMENT,HARDWARE, SUPPLIES AND SUPERVISION TO ASSEMBLE FOUR (4) CITY FURNISHED RCP PAVILIONS AS PER THE SPECIFICATIONS AND PLANS	1	LS
TOTAL BID PRICE			

Total Bid Price (in words) _____

Name of Firm Submitting Bid Proposal _____

Name of Person Submitting Bid Proposal _____

Name of Person Submitting Bid Proposal _____

Date:

UNIT PRICE	TOTAL

_____

_____

(PRINT)

_____

(PRINT)

_____

(SIGNATURE)

_____

PURCHASE ORDER

CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
3301 Quantum Blvd. Suite 101
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 190426
DATE: 11/06/18

VENDOR 12580

TO: SUPERIOR FENCE & RAIL, INC
SFR OF PALM BEACH
1420 NEPTUNE DR.
SUITE G
BOYNTON BEACH, FL 33426

SHIP TO:
City of Boynton Beach
PUBLIC WORKS DEPARTMENT
222 N.E. 9TH AVENUE
BOYNTON BEACH, FL 33435

REQUISITION NO. 72479	ORDERING DEPARTMENT: ENGINEERING/AGGA/MS		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	11803.80	DL	INSTALL 380 LF OF 4' HIGH COMMERCIAL BLACK VINYL COATED CHAIN LINK WITH 6 GATES	1.0000	11803.80
2	4790.35	DL	INSTALL 125 LF OF 6' HIGH COMEMRCIAL BLACK VINYL COATED CHAIN LINK WITH 1 GATE	1.0000	4790.35
3	2427.48	DL	TAKE DOWN & HAUL AWAY 480 LF OF EXISTING CHIN LINK	1.0000	2427.48

REMARKS:
FENCE AT HESTER CENTER
SEE ATTACHED QUOTE DATED 10/17/18

PROCUREMENT SERVICES:	Maria Gonzalez	P.O. TOTAL:	19021.63

ACCOUNT NO.
303-4209-572.63-05

PROJECT
RP1821

PURCHASE REQUISITION NBR: 0000072479

REQUISITION BY: ENGINEERING/AGGA/MS

STATUS: DEPT APPROVAL
REASON: HESTER CENTER FENCING PROJECTS

DATE: 11/01/18

SHIP TO LOCATION: PUBLIC WORKS

SUGGESTED VENDOR: 12580 SUPERIOR FENCE & RAIL, INC

DELIVER BY DATE: 11/01/18

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	INSTALL 380 LF OF 4' HIGH COMMERCIAL BLACK VINYL COATED CHAIN LINK WITH 6 GATES COMMODITY: ROADSIDE,GRNDS,REC, PARK SUBCOMMOD: FENCE INSTALL & REPAIR	11803.80	DL	1.0000	11803.80	
2	INSTALL 125 LF OF 6' HIGH COMEMRCIAL BLACK VINYL COATED CHAIN LINK WITH 1 GATE COMMODITY: ROADSIDE,GRNDS,REC, PARK SUBCOMMOD: FENCE INSTALL & REPAIR	4790.35	DL	1.0000	4790.35	
3	TAKE DOWN & HAUL AWAY 480 LF OF EXISTING CHIN LINK COMMODITY: ROADSIDE,GRNDS,REC, PARK SUBCOMMOD: FENCE INSTALL & REPAIR	2427.48	DL	1.0000	2427.48	

REQUISITION TOTAL: 19021.63

REQUISITION QUOTES

SELECTED VENDOR: 19021.6300
20093.0000
17000.0000
20635.0200

Doesn't include Remount

VENDOR	NAME
12580	SUPERIOR FENCE & RAIL, INC
16176	BUDGET FENCE & GATE SYSTEMS
	FENCE CRAFTERS
13718	ALPHA FENCE SPECIALISTS, INC

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	30342095726305	IMPVTS OTHER THAN BLDGS. PARKS IMPROVEMENTS	RP1821 Hester Ctr Multi Pr Field	100.00	11803.80
2	30342095726305	IMPVTS OTHER THAN BLDGS. PARKS IMPROVEMENTS	RP1821 Hester Ctr Multi Pr Field	100.00	4790.35
3	30342095726305	IMPVTS OTHER THAN BLDGS. PARKS IMPROVEMENTS	RP1821 Hester Ctr Multi Pr Field	100.00	2427.48
					19021.63

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

See memo about lowest quote.

APPROVALS

City Manager: [signature] Date 11/5/18

Finance Dept: [signature] Date 11/5/18

Risk Manager: Risk approved on 10/30/18

City Attorney: _____ Date _____

CITY OF BOYNTON BEACH
REQUEST FOR PURCHASE OVER $10,000

Date: 11/2/2018

Requesting Department: PW-Engineering **Contact Person:** Marc Saveedra

Explanation for Purchase:
Installation and removal of fencing at Hester Center

Recommended Vendor Superior Fence & Rail

Dollar Amount of Purchase $19,021.63

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:
303-4209-572-63-05, Project #RP1821

Approvals:

Department Head	[signature]	Date	11/5/18
Purchasing Agent	[signature]	Date	11/5/18
Asst City Manager		Date	
City Manager	[signature]	Date	11/6/18

Form Revised 02/01/02

#7279

Greco-Arencibia, Adrianna

From: Saavedra, Marc
Sent: Thursday, October 25, 2018 5:42 PM
To: Greco-Arencibia, Adrianna
Cc: Mack, Andrew
Subject: Hester Center Fence PO
Attachments: Superior Fence - Ezell Hester Fence 10_17_18 (1).pdf; Budget Fence - City BB Ezell Hester.pdf; Fence Crafters - Hester bid.pdf; Alpha - Hester Fence Bid.pdf

Hey Adrianna,

See below and attached the bid summary and the four bids for the Hester Center fencing projects. Fence Crafters is not able to remove the existing fence, and Kevin Ramsey is quite busy, making Superior the lowest useful bid. Can you please write them to request their COI and W-9? His contact info is the following: Eric Stanbra eric@fencingpalmbeach.com. Once you have this, please proceed with issuing the PO.

Thank you,

Hester Center - Fence Quotes Summary

	Ball Park Fence	Installation	Existing Removal	Hester Center Fence	Install	Wi
Alpha	$15,485.02	(incl)	(incl)	$5,150.00	(incl)	
Budget	$11,480.00	(incl)	$3,900.00	$4,188.00	(incl)	
Superior	$11,803.80	(incl)	$2,427.48	$4,790.35	(incl)	
Fence Crafters	$12,000.00	(incl)	DOESN'T WANT	$5,000.00	(incl)	

Marc Saavedra
Associate Engineer
Public Works, Engineering
Mailing Address: P.O. Box 310 | Boynton Beach, Florida 33425
Physical Address: 100 E. Boynton Beach Blvd. | Boynton Beach, Florida 33435
561-742-6267 | 561-742-6357
SaavedraM@bbfl.us | boynton-beach.org/
Follow us on

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.

4209
Account #: 303-~~4902~~-572-63-05

Project #: RP1821

SUPERIOR FENCE & RAIL, INC.
Where Quality Matters!

Proposal for Fencing Installation

AFA MEMBER American Fence Association, Inc.

BBB

Saavedra, Marc
Customer's Last Name, First Name

Ezell Hester, Jr. Park off of North Seacrest
Service Address

Date 10 / 17 / 2018

Boynton Beach
City

FL
State

Zip

PRICE IS VALID 30 DAYS FROM DATE OF PROPOSAL.

Customer's Daytime Phone No.

Customer's Evening Phone No.

SaavedraM@bbfl.us
Customer's E-mail Address

Nearest Cross Street

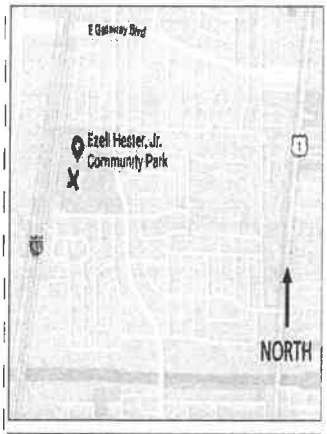
PERMIT/INSPECTION INFORMATION

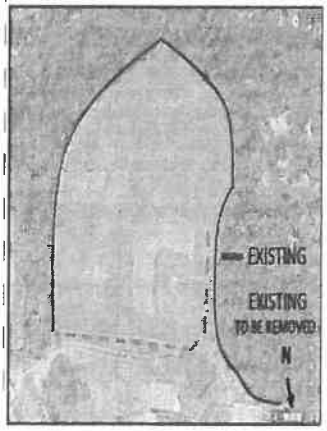
Permit required? ☑ Yes ☐ No ☐ Homeowner to obtain permit (Superior Fence & Rail requires copy of permit before installation) ☑ Superior Fence & Rail to obtain permit Plot plan or survey available? ☑ Yes ☐ No

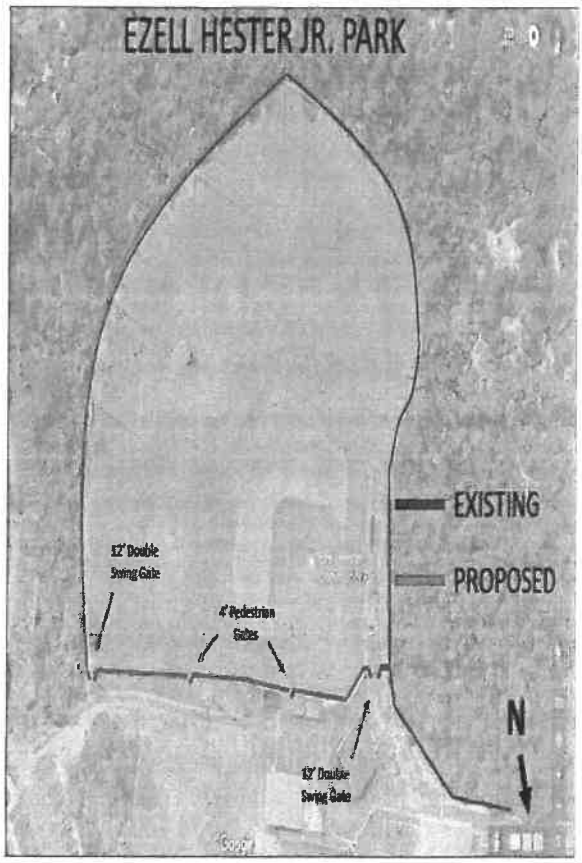
Selection	$
ADDITIONAL COST OPTIONS ADD THE PRICES ON THIS COLUMN TO THE SELECTION	
TAKE DOWN AND HAUL AWAY OLD FENCE	$
*Install 380 LF of 4'high Commercial Black Vinyl coated chain-link with 6 gates = $11,803.80	
*Install 125 LF of 6'high Commercial Black Vinyl coated chain-link with 1 gate = $4,790.35	
*Take down and haul away 480 LF of existing chain-link = $2,427.48	
*Price includes 80' of windscreen	
SUB TOTAL	$ 19,021.63
DEPOSIT AMOUNT DUE	$ 9,510.82
FINAL AMOUNT DUE	$ 9,510.81

APPROXIMATE LAYOUT

FENCE FOOTAGE CONTAINED IN THIS PROPOSAL IS APPROXIMATE BASED ON THE FIELD MEASUREMENT, FINAL PRICE WILL BE ADJUSTED BASED ON ACTUAL FENCE FOOTAGE USED, AS SET FORTH IN TERMS AND CONDITIONS,L)







FENCE TO FOLLOW GRADE OF PROPERTY: PLEASE INITIAL _____

Height	6ft
Color	black vinyl
Fence	9-gauge core
Selvage	knuckle/knuckle
Top Rail	1-5/8"
Line Post	2-1/2"
End Post	3"
Gate Post	3"
Tension Wire	bottom, 9-Gauge

Height	4ft
Color	black vinyl
Fence	9-gauge core
Selvage	knuckle/knuckle
Top Rail	1-5/8"
Line Post	2-1/2"
End Post	3"
Gate Post	3"
Tension Wire	bottom, 9-Gauge

Product	
Style:	Height:
Footage:	If Gates:
Post Cap:	Color:
Rail Type:	Post Type:
Picket Type:	$

DISTRIBUTION: White - Superior Fence & Rail Copy **Yellow** - Customer Copy

TERMS AND CONDITIONS

A) Superior Fence & Rail will complete Installation in a workmanlike manner. Superior Fence & Rail will not start, conduct, alter, or finish Installation except in accordance with applicable law. Professional will either not start, or will immediately discontinue, Installation upon discovery of unforeseen physical or hazardous conditions at Your service address. Superior Fence & Rail will not attempt to repair such conditions. Superior Fence & Rail is not responsible for identifying property lines, easements, covenants, or other legal encumbrances Your service address may be subject to. Superior Fence & Rail will not make any modifications to Your security system, if You have one.

B) You agree to pay Superior Fence & Rail for merchandise delivery and/or Installation according to the terms and conditions of this Agreement. If Your service address is subject to any easements, covenants or other legal encumbrances that could affect Installation, You agree to let Superior Fence & Rail know about them before Installation. You agree to facilitate the location of underground/overhead utility lines and any other items that may interfere with Installation including, but not limited to sprinkler systems, low voltage wiring, drainage lines, and any electrical, water, gas or cable locations where the utilities in your municipality do not provide marking services. You agree to ensure that work areas are free of preexisting hazards, i.e. unsafe physical conditions or environmental hazards and building /zoning code violations. You agree to allow Installation Professional access to work areas during working hours. You agree to ensure that if You have a security system, it does not interfere with Installation. You agree not to allow unattended minors at Your service address while Installation Professional is present. You agree to control pets and keep them away from work areas. You agree to keep posted permits on display at all times. You agree not to assign or transfer this Agreement. You agree any claims against Superior Fence & Rail under this Agreement should be made to Superior Fence & Rail within thirty (30) calendar days of the date You first became aware of a problem. (Superior Fence & Rail will attempt resolution of any claim(s) within sixty (60) calendar days of receiving Your notice. YOU ASSUME THE RISK AND THE FULL LIABILITY OF ASSISTING SUPERIOR FENCE & RAIL WITH DELIVERY OF MATERIALS OR WITH INSTALLATION.

C) Changes and Change Orders: Superior Fence & Rail, at Your request, may arrange for Superior Fence & Rail to perform additional work, subject to a Change Order, subject to additional charges payable by You to Superior Fence & Rail. Any changes to Installation, i.e., a substitution of materials or an expansion of the scope of the work, will require You and Superior Fence & Rail to first sign a written Change Order that will become part of this Agreement. Any Change Order must be clear in scope and specify any additional payment(s) and/or changes in anticipated start/finish dates. Following discovery of previously undisclosed/unidentified legal encumbrances on Your premises, building/zoning code violations, or hidden/unforeseen physical/hazardous conditions such as the presence of underground or overhead utility lines, rocks, roots, buried debris, mold, asbestos, lead paint, or any conditions differing from what You represented, Superior Fence & Rail may immediately ask for a Change Order or discontinue Installation without further obligation to You. If You decline a Change Order request, You or Superior Fence & Rail may terminate this Agreement as set forth below.

D) Credit Card Transactions: Your separate cardholder agreement (to which Superior Fence & Rail is NOT a party) will determine the total cost of Your purchase if by credit card, including any initial payment/deposit You make and all interest charges and fees. You will be further subject to Your cardholder agreement's terms and conditions.

E) Financed Transactions: If You are financing this transaction in whole or in part, Your separate loan agreement (to which Superior Fence & Rail is NOT a party) will determine: 0) the amount financed (the amount of credit provided to You); (ii) the associated finance charges (the dollar amount the loan will cost You); and (iii) the total payment (the amount You will have paid when You have made all scheduled payments). You will be further subject to Your loan agreement's terms and conditions.

F) Security Interests; Liens: If You make all payments as required under this Agreement, no security interest will be placed against Your property by Superior Fence & Rail. If a security interest is placed against Your property, it creates a lien, mortgage or other claim against Your property to secure payment and may cause a loss of Your property if You fail to pay as requested. After paying on any completed phase of Installation and before making any further payments, You should request from Installation Professional a signed, unconditional release from, or waiver of, any right to place any claim against Your property applicable to the work then completed. You may ask an attorney about Your rights to discharge security interests.

G) CANCELLATION: YOU MAY CANCEL THIS AGREEMENT WITHOUT PENALTY OR OBLIGATION BY DELIVERING WRITTEN NOTICE TO SUPERIOR FENCE & RAIL BY MIDNIGHT ON THE THIRD BUSINESS DAY AFTER SIGNING. THE STATE SUPPLEMENT CONTAINS A FORM TO USE IF ONE IS SPECIFICALLY PRESCRIBED BY LAW IN YOUR STATE. Your payment(s) will be returned within (10) business days after Superior Fence & Rail's receipt of Your notice. You must make available for pickup by Superior Fence & Rail at Your service address, and in substantially the same condition as when delivered, any merchandise or materials delivered to You. Or You may contact Superior Fence & Rail for instructions regarding return shipment at Superior Fence & Rail's expense

H) Termination: You may terminate this Agreement at any time after providing Superior Fence & Rail with ten (10) or more business days' advance written notice. If You breach this Agreement, or following discovery of previously undisclosed legal encumbrances on Your premises, building/zoning code violations, or hidden/unforeseen physical/hazardous conditions differing from what You represented, Superior Fence & Rail may immediately terminate the Agreement without further obligation to you. In either event, You agree to pay Superior Fence & Rail the greater of fifteen percent (15%) of the total sale or the costs of materials, labor and services provided by Superior Fence & Rail through the date/time of termination, plus any other amounts allowed under applicable law.

I) Returns: A 15% restocking fee applies to the return of regular special orders i.e., special order merchandise that is not custom made. Special orders that are custom made, i.e., uniquely altered, color-matched, shaped, sized or otherwise uniquely designed or fitted to accommodate the requirements of a particular space or environment are non-returnable. Exceptions: Cancellations made by midnight on the third business day after the date of Your purchase; merchandise incorrectly ordered by Superior Fence & Rail; or merchandise damaged beyond repair in delivery or by Installation Professional. Unless otherwise specified in this Agreement, all returns must be made within Superior Fence & Rail's posted time frame.

J) All wood fences other than stockade or split rail are considered Custom Wood Fences. Should You make any changes in the layout of Ornamental Aluminum, PVC or Custom Wood Fence on the date of installation resulting in reduced footage and extra materials, these materials are non returnable and must be paid for as agreed.

K) Should You make any changes in the layout of Ornamental Aluminum, PVC or Custom Wood Fence on the date of Installation resulting in reduced footage and extra materials, these materials are non returnable and must be paid for as agreed.

L) Superior Fence & Rail will call the major utilities to mark electrical, water, and cable locations if the utilities provide this service in your city.

M) Superior Fence & Rail is not responsible for any damage to underground utilities, fixtures, wires, piping, sprinklers, etc. that are unmarked or marked incorrectly. You shall absorb all costs.

N) Superior Fence & Rail will obtain any required permits and permit numbers where necessary at additional cost to You. If your home is part of a Homeowner's Association, (HOA), You will need to obtain and provide approvals from the HOA before installation of Your fence can be scheduled.

O) You agree to meet with the installation crew on the day of installation before installation begins to indicate actual fence placement.

P) The fence will be installed to the contour of the existing ground unless agreed otherwise in writing on change order of installation overview agreement.

Q) You are responsible for establishing the property lines prior to install - a survey by others may be necessary. Where the fence lines are not indicated by surface marks or stakes, no responsibility shall rest with the Installation Professional by reason of erecting fence on incorrect lines and You hereby agree to indemnify the Superior Fence & Rail and Installation Professional and save it harmless against and in respect to the claims of any persons aggrieved by the location of said fence when erected or by trespasses or damage which may have necessarily been committed or occasioned consciously or unconsciously by our erection forces in the course of installation.

R) To ensure proper installation of your new fence, You agree to clear the fence line of all obstructions such as brush, firewood, personal yard items, etc. In the event this is not completed once the crew arrives to install the fence, additional charges may be accessed to achieve the necessary workspace. You shall hold Superior Fence & Rail and Installation Professional harmless for any damage to items within the fence line.

S) Superior Fence & Rail is not responsible for any damage or soiling to driveways, walkways, walls, gardens, fresh grading, sod, shrubbery, patios, etc., resulting from gaining access or performing work in the same proximity. You shall absorb all costs.

T) LIMITED WARRANTY: TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW, SUPERIOR FENCE & RAIL WARRANTS THE WORKMANSHIP OF THE INSTALLATION FOR THREE (3) YEARS FROM ITS COMPLETION DATE. PROVIDED CUSTOMER NOTIFIES SUPERIOR FENCE & RAIL DURING THE WARRANTY PERIOD, SUPERIOR FENCE & RAIL WILL ARRANGE FOR REPAIR AT NO CHARGE TO CUSTOMER FOR ANY DEFECTS DUE TO FAULTY WORKMANSHIP. SUPERIOR FENCE & RAIL'S WARRANTY DOES NOT COVER DAMAGE CAUSED BY ACTS OF GOD, INSTALLATION OR REPAIRS MADE BY PERSONS OTHER THAN SUPERIOR FENCE & RAIL OR AUTHORIZED SERVICE PROVIDER, ABUSE, MISUSE, NEGLECT, OR NORMAL WEAR AND TEAR. MERCHANDISE AND MATERIALS ARE COVERED EXCLUSIVELY BY THE MANUFACTURER'S WARRANTY, IF ANY. THIS LIMITED WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS THAT MAY VARY FROM STATE TO STATE.

U) Payment Terms: Upon signing contract, 50% of total contract amount is due unless state law governs otherwise. The remaining balance is due upon acceptance of completed installation.

V) If there is an unpaid balance, at its discretion, Superior Fence & Rail may temporarily void the warranty (workmanship) until the unpaid balance is resolved.

W) You may cancel this Agreement at any time prior to midnight of the third business day after the date of this transaction. See the notice of cancellation form below for an explanation of this right

SUPERIOR FENCE & RAIL, INC.
Where Quality Matters!

Proposal for Fencing Installation

AFA MEMBER American Fence Association, Inc.

BBB

Approximate Installation Lead Time	Please note: Superior Fence & Rail is not responsible for start/finish delays resulting from events beyond their control including, but not limited to, Change Orders, acts of nature, governmental actions, manufacturing delays or damage to merchandise caused by third parties, labor strikes/unrest. Your credit/financing, any incorrect information You provide, legal encumbrances on Your property, Your property's nonconformance with zoning requirements or building code requirements, hidden/unforeseen physical/hazardous conditions (including, but not limited to, environmental hazards such as mold, asbestos and lead paint) at Your service address or Your noncompliance with this Agreement or Change Orders. SFR reserves the right to terminate this agreement and/or require Installation Professional to discontinue Installation given any of the foregoing conditions..

Definitions: "You"/"Your" means the customer identified above. "Installation" means the installation services specified in this Agreement. "SFR" means Superior Fence & Rail and it's employees, agents and subcontractors. "Agreement" means this Special Services/SFR Agreement between You and SFR, which includes this page, the General Terms and Conditions following this page, the State Supplement, the Invoice or Specifications and any other documents expressly made a part of this Agreement. Please see this Agreement's General Terms and Conditions for additional definitions.

Acceptance and Authorization: By signing below, You authorize SFR to perform Installation and/or (b) order and arrange for the delivery of special order merchandise, including special order merchandise that may be custom made, as specified in this Agreement. You understand this Agreement constitutes the entire understanding between You and SFR and may only be amended by a Change Order signed by SFR and You. This Agreement expressly supersedes all prior written or verbal agreements or representations made by SFR, You, or anyone else. Except as set forth in this Agreement, You agree there are no oral or written representations or inducements, express or implied, in any way conditioning this Agreement, and You expressly disclaim their existence. Do not sign if blank or incomplete. (Installation Professional's/permitting information may need to be provided to You later. By signing, you acknowledge that You have read, understand, and accept this Agreement in its entirety. You further acknowledge receiving a complete copy. Keep it to protect your legal rights.

It is very important to read the Terms and Conditions included on the reverse side of the first page. By signing this proposal and providing a deposit you are creating a Contract between the parties for the selected products and you agree to the Terms and Conditions on the reverse side of the first page.

Payment Schedule: You agree that payments will be due as indicated below. If You are paying by credit or debit card, the account may be charged or debited (as applicable) on the same day that it is accepted by the THE SFR representative.

Deposit Payment Amount: $_____._____DUE IN FULL IMMEDIATELY

Final Payment Amount: $_____._____Due upon final approval of completed work

Total Amount of Sale $_____._____

Accepted by:

Customer's Signature Date

Customer's Initials:_____BY INITIALING, YOU AUTHORIZE DELIVERY OF MERCHANDISE TO SERVICE ADDRESS PROVIDED ABOVE WITHOUT OBTAINING DELIVERY AGENT'S SIGNATURE AND AGREE TO INDEMNIFY AND HOLD SFR HARMLESS FROM ANY RESULTING CLAIMS.

Professional/Authorized Representative on SFR's Behalf: PRINT Your Full Personal Name

Superior Fence & Rail, Inc.,
1420 Neptune Dr, Ste G
Boynton Beach, FL 33426

(561) 513-5095

Authorized Representative's Full Signature Date

Primary Payment Method: ☐Check ☐AMEX ☐Discover ☐MasterCard ☐VISA

Amount: $_____ **Primary Account Number (Credit Cards Only):** Expiration:

Billing Zip Code: CCV:

Secondary Payment Method: ☐Check ☐AMEX ☐Discover ☐MasterCard ☐VISA

Amount: $_____ **Secondary Account Number (Credit Cards Only):** Expiration:

Billing Zip Code: CCV:

For each check presented as a payment, I, the **account holder**, authorize Superior Fence and Rail (SFR), to use the information from my check* to make an electronic funds transfer (EFT) or draft from my account, or to process my payment as a check transaction. The account referenced is a (check one):

❑ Personal / Consumer Account ❑ Business / Corporate Account Driver's License # _____

If my payment is returned unpaid, I authorize Superior Fence and Rail, to collect my payment and state's return fee, as set forth below, by EFT(s) or draft(s) from my account until paid.

I understand that I can revoke this authorization by providing written notice to SFR within 24 hours to afford SFR a reasonable opportunity to act on it. If this payment is from a business / corporate owned account, I make this authorization as an authorized corporate representative listed on the account and agree that the entity will be bound by the NACHA Operating Rules.

FL - CHECKS UP TO $50.00 = $25.00 FEE, $50.01 - $300.00 = $30.00 FEE, $300.01 & OVER = THE GREATER OF $40.00 OR 5% OF THE AMOUNT OF THE CHECK; **GA** - THE GREATER OF $30.00 OR 5% OF THE AMOUNT OF THE CHECK; **LA** - THE GREATER OF $25.00 OR 5% OF THE AMOUNT OF THE CHECK

***An SFR representative must destroy this portion of the document within 10 days of the Install Completion Date unless otherwise approved by SFR.**

Customer's Signature Date

SFR Representative's Signature Date

Superior Fence & Rail, Inc., 1420 Neptune Dr., Ste. G, Boynton Beach, FL 33426

DISTRIBUTION: White - Superior Fence & Rail Copy **Yellow** - Customer Copy

Installation Overview Agreement

As our valued costumer, we want to be sure You have complete information about the installation of your fence. Our goal is to avoid problems and provide a quick, quality Installation service and to provide information on keeping your new fence looking great for years to come. Please see the General Terms and Conditions on the Agreement for other important information concerning your installation.

1. Superior Fence & Rail will call the major utilities to mark electrical, water, and cable locations if the utilities provide this service in your city.

Initial_____

2. There are some underground items that only the homeowner can identify. The utility companies do not mark these, and Superior Fence & Rail is not responsible for damage to unmarked items. Prior to the Installation, it is important that You use a bright colored spray paint to mark the ground for locations of:
   a. Underground sprinkler lines
   b. Underground water lines that feed a swimming pool or other structure.
   c. Underground electric lines (other that local utility lines) that supply power to lamp posts. walkway lighting, yard lighting, and wiring for pools, sheds, wells, etc.
   d. French drains or related items
   e. Any electrical, water, or cable locations where the utilities in your city do not provide marking services.

Initial_____

3. You are responsible for the location of the fence. If You cannot find the property line markers, it is recommended that You have a survey done to ensure Your new fence does not encroach onto Your neighbor's property, and is in compliance with local building codes for setback requirements. Superior Fence & Rail is not responsible for the costs associated with moving or removing fences where the property lines have not been properly located before installation.

Initial_____

4. To ensure proper Installation of Your new fence, some trimming or clearing may be required. Superior Fence & Rail can provide there services, or You may choose to save these costs by doing this work yourself before installation:
   a. To provide room for a quality Installation, all brush, briars, tall grass, overgrowth, etc. must be cleared to a distance of 2' on either side of the installation line for Your new fence.
   b. Any trees or shrubs near the Installation line for the new fence must be cleared to a distance of 2' on either side of the installation line, and cleared to a height of $6^{1/2'}$
   c. The cost for the Installation crew to trim, clear, and dispose of these materials is $\$$ 50 per hour .
   d. We cannot grind or remove tree roots or stumps, and we cannot remove trees with a diameter greater than 4".

Initial_____

5. While digging postholes of at least three feet deep, we sometimes encounter hard dig conditions that cannot be foreseen before the Installation.
   a. We will bring in a jackhammer if we encounter tree roots, hard clay, boulders or rock shelf, etc. or other conditions that the auger cannot penetrate
   b. A hard dig is a last resort for proper Installation of your fence, and each posthole that requires use of the jackhammer requires an additional charge of $\$$ 50 per hole .

Initial_____

6. The Installation Professional and crew will need access to an electric plug-in, and an outside water faucet. During the Installation, You will hear nail guns, hammers, air compressors, augers, jackhammers, etc. Please make sure all pets are secured before the installation begins. Please be sure to inform Your neighbors of the Installation schedule so that they are aware of the noise and, if a common fence is being replaced, they can secure their pets as well.

Initial_____

7. If your home is part of a Homeowner's Association (HOA), You will need to obtain approvals from the HOA before Installation of Your fence can be scheduled.

Initial_____

8. It is important that You are present during the Installation process. Specifically, it is important that You are present at the beginning of the Installation for a final review of the project plans with the Installation Crew. It is also important that You are present at the completion of the Installation, so that You can sign the Approval of Completed Installation and so that the Installation Crew can review the maintenance requirements with You. Only a minimum amount of time will be required at the start and at the finish of the project to complete there important steps in providing a quality product.

Initial_____

X_____ _____
Customer's Signature Date

X_____ _____
Date

For questions or assistance, please call:_____

Superior Fence & Rail, Inc., 1420 Neptune Dr., Ste. G, Boynton Beach, FL 33426

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SUPERIOR FENCE & RAIL, INC.
Where Quality Matters!

Wood Fence Characteristics and Product Care Instructions

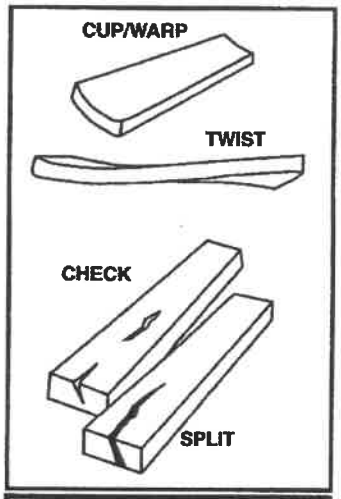
AFA MEMBER American Fence Association, Inc.

BBB

COMMON MAINTENANCE CONCERNS

The continuous changes in weather conditions are extremely harsh on your fence. Your maintenance plan must be geared to combat the problems caused by water absorption and water loss, mildew growth, and discoloration of wood due to the sun's ultraviolet rays. All of the maintenance concerns discussed below are weather related. The degree to which your fence is affected by them depends on many factors. These factors include general climate conditions (such as normal precipitation, humidity, etc.) and location in your yard (with regard to direct sun exposure, foliage coverage, etc.).

If your fence is built using pressure-treated lumber, it is important to note that the pressure treatment does not increase the likelihood that your fence will develop these natural defects to any greater degree than the same material left untreated. These weather related defects are beyond the control of the pressure treatment process.



To effectively combat these maintenance concerns, it will be up to you to follow a preventative maintenance plan.

SWELLING & SHRINKING

Continuous water absorption and water loss in the wood used for your fence will cause its natural defects to surface. The most common defects are: cupping/warping, twisting, checking, and splitting. A well maintained fence will still experience some of these natural defects. However, the extent can be significantly reduced through a maintenance plan.

MILDEW GROWTH

Whenever wood, including pressure treated wood, is constantly exposed to moist or humid conditions, it will mildew. This results in an unsightly appearance. Your preventative maintenance plan will need to include cleaning your fence with a cleaner containing a mildewcide. This will insure that your fence will remain bright and attractive.

ULTRAVIOLET PROTECTION

Without any preventative steps taken to block the sun's ultraviolet rays, the surface cells of the wood will begin to discolor to a weathered gray color. Although some may prefer this, others won't. If you want to maintain the natural wood color, you will need to not only clean/brighten your fence periodically, but also choose a water repellent finish with an ultraviolet stabilizer. The stabilizer will not prevent eventual discoloration, but will slow down the process. Periodic reapplication of a UV stabilizer will help in this effort over an extended period of time.

Your maintenance efforts will give you a fence that will look bright and fresh for years to come!

INITIAL MAINTENANCE

1. Start by cleaning your fence with a cleaner/brightener that contains a mildewcide. Because your fence is new, this step is truly preventative.
2. Next, apply a topical sealant for surface protection. Do not use a conventional multi-coat paint system or varnish. The performance is nearly always disappointing, and repainting often has to be preceded by scraping and sanding. Instead, choose either a pigmented or clear outdoor wood sealer. Unlike true paints, these sealers allow moisture vapor to leave the wood slowly after the coating has been applied. For that reason, either can be applied as soon as the surface no longer looks wet. Your choice of sealer should include not only a water repellent but also a UV stabilizer to slow the discoloration process. You may want to cover or protect surrounding plants before applying a sealant. Be sure to follow the manufacturer's instructions.

FIRST YEAR MAINTENANCE

1. Reapply cleaner/brightener as described in initial maintenance, as well as another application of your outdoor wood sealant. The topical water repellent and ultraviolet stabilizer will keep your fence looking fresh.
2. Complete your first year maintenance after 12 months.

FUTURE PERIODIC PREVENTATIVE MAINTENANCE

1. Depending on the location of your fence, with regard to direct sun exposure, foliage coverage, etc., it may be sufficient to clean/brighten and recoat every two years.
2. If you decide to wait two or more years to perform your next cleaning/brightening, you may want to use a power washer. Be sure that the cleaner/brightener you use contains a mildewcide.
3. After every cleaning, reapply an outdoor wood sealer that contains both a water repellent and ultraviolet stabilizer.

*Remember, even consistent maintenance will not prevent the natural defects of wood from surfacing – but your efforts can minimize them.

BE SURE TO READ ENTIRE SHEET BEFORE SIGNING

PLEASE SIGN YOUR NAME TO VALIDATE THAT THIS INFORMATION SHEET WAS PRESENTED TO YOU BY YOUR INSTALLER

(Buyer's Signature) Date

(Installation Supervisor) Date

Superior Fence & Rail, Inc., 1420 Neptune Dr., Ste. G, Boynton Beach, FL 33426

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SUPERIOR FENCE & RAIL, INC.
Where Quality Matters!

Proposal for Fencing Installation

AFA MEMBER American Fence Association, Inc.

BBB MEMBER NORTHEAST FLORIDA

NOTICE OF CANCELLATION

Date of Transaction: ____/____/____

You may CANCEL this transaction, without any Penalty or Obligation, within THREE (3) BUSINESS DAYS from above date.

If you cancel, any property traded in, and payments made by you under the contract or sales, and any negotiable instrument executed by you will be returned within TEN (10) BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any good delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within (20) calendar days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for any performance of the obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, to

_____
(Print/type name of seller or seller's authorized representative)
at

Superior Fence & Rail, Inc.,
1420 Neptune Dr. Ste G
Boynton Beach, FL 33426

I HEREBY CANCEL THIS TRANSACTION

_____
(Buyer's name)

_____
(Buyer's signature) Date

CERTIFIED FENCE PROFESSIONAL

CERTIFIED AUTOMATED GATE OPERATOR INSTALLER

BUDGET FENCE AND GATE SYSTEMS

"Since 1950"

BBB ACCREDITED BUSINESS

SOUTH FLORIDA FENCE ASSOCIATION An Affiliate Of The American Fence Association

Lic.# U-22038

PROPOSAL

www.budgetfenceandgate.com

10/8/18 Proposal Date

1444 Suite A Skees Rd. West Palm Beach 33411 Email: office@budgetfenceandgate.com Phone: 561-793-6404 Fax: 561-793-6645

We propose, subject to acceptance at the Home office as hereinafter set forth, to install on your property in accordance with quantities listed below. This Contract is expressly subject to covenants, conditions, and approval by an Officer of the Company. All material, unless otherwise expressly provided, shall be in accordance with Seller's Standard Specifications.

Name: City Boynton Beach / Mark Saavedra Cell: 561-742-6267 Mr. / Ms.

Company: City Boynton Beach Cell: Mr. / Ms.

Email: SaavedraM@bbfl.us Home / Fax:

Jobsite Address: 1901 N. Seacrest - Ezell Hester Park Security Gate? ☐ Y ☒ N Detail/Code

Billing Address: (Zip)

Fence Color: Black ☐ Aluminum ☐ PVC/ Vinyl ☒ Vinyl Coated Chain Link ☐ Steel ☐ Other

☐ Pressure Treated Wood ☐ Galvanized Chain Link ☐ Gate Operator ☐ Wire Fence ☐ Steel Frame for Gate

~~ALUMINUM, PVC/VINYL, WOOD~~

Ft. / Gate	Wth/ht	Style	Pickets Size / Mat'l / Top Style / Spacing	Rails No./ Size	Rails Mat'l	Posts Size	Posts Top Style	Posts Mat'l
Ballfield - Approx. 400' w/ gates and specs as itemized below. 4' high: $1,480.00 *								
Ezell Hester - Approx 121' of			6' as spec'd below: $4188.00					
Windscreen ~80' existing on			north fence line — $525.00					
Removal of BACKSTOP, 12' fence, and misc. ballfield CL					$3,900.00			
Tear out ft.		Haul Away? ☐ Y ☐ N	Self Closing Pool Hinge ☐ Y ☐ N Hinge:				Latch: Framework	

CHAIN LINK Ft. / Gate	Wth/ht	Wire and Gate Detail Ga. / Bottom Wire / Barbed / Screening	Toprail O.D. / W.Th ./ Mat'l	Line Post Size	Terminals No / O.D. / W.Th./ Mat'l
6' high and 4' high - 9 ga core, 6 ga overall black vinyl coated chain link 2" mesh; 1 5/8" OD topRail, 2 1/2" ga Line posts, 3" terminal posts LG40 with tension wire bottom. Selvage KK. 1 5/8" gate frames.					LG40
			Total = $20,093.00		

☒ FENCE TO BE STRAIGHT WITH HIGHEST GRADE (CUSTOMER TO FILL IN GAPS)

☐ SLOPE WHERE FENCE CANNOT "RACK" ENOUGH TO FOLLOW GRADE AND MUST BE STEPPED, RESULTING IN LARGE GAPS UNDER FENCE. (CUSTOMER TO FILL IN GAPS.)

☐ SLIGHTLY UNEVEN GRADE WITH FENCE FOLLOWING FLOW OF GROUND FENCE WILL BE UNEVEN AT TOP

☐ FENCE SIGN TO BE PLACED ON FENCE (LOCATION ON DRAWING)

☐ Check here if customer is accepting responsibility for getting permits & any style, color, height, location or removal isssues & any related fees, fines or costs.

*Customer will be charged for municipalities actual permit cost upon completion

Project Total prior to permit cost

*Total price subject to actual installed quantities.

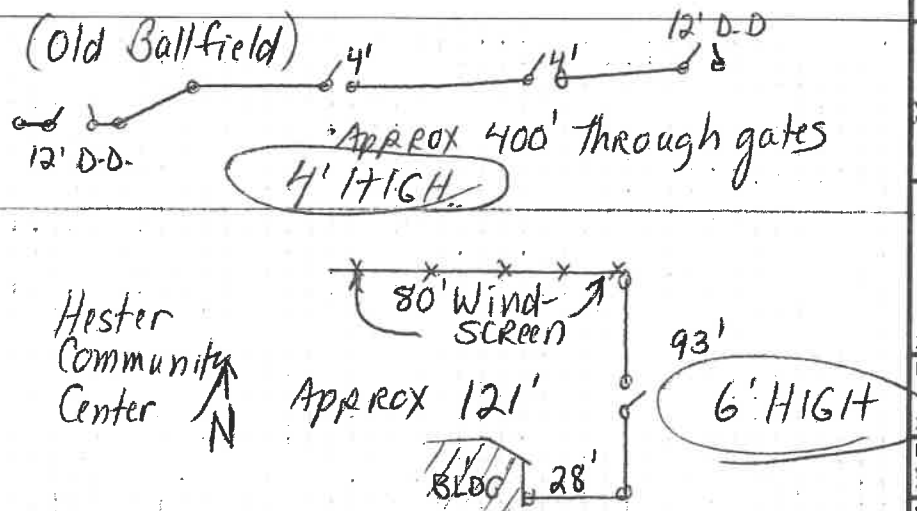
Payment Terms: DEPOSIT: 50% $

Balance to be paid to crew when installation is complete.

☒ Applied 3% discount for paying both deposit & balance with check.

☐ Charge both deposit and remaining balance on credit card.

☐ Finance: CK #



By signing, you acknowledge that you have read, understand, and accept this agreement in its entirety, including our standard terms and conditions (1-24) on the back of the contract, that may be important to you. You further acknowledge recieving a complete copy of this agreement.

x Date:

Purchaser Authorization

x

Print Name / Purchaser

x June Gaishin

Print Budget Fence and Gate Systems Rep. Name / Cell

Ty 860-801-1462
ty@alpha-fence.com

ALPHA FENCE SPECIALISTS

Fence Proposal/Contract

555 West Ocean Avenue Boynton Beach, FL 33426
Office 561.738.9966 Fax 561.738.9919
E-mail: admin@alpha-fence.com
License U-8456 CBC-1261750

PERMIT NEEDED ☐ YES ? ☐ NO
WHERE _____

DATE WRITTEN UP: 9-26-18
READY DATE: _____

JOB ADDRESS
NAME Ezell Hester Jr. Park
SUBDIVISION _____
ADDRESS 1901 N. Seacrest Blvd.
CITY Boynton Beach FL 33435
PHONE# _____
FAX# _____

BILLING ADDRESS
NAME: Boynton Beach
CONTACT: Marc Saavedra
ADDRESS: 100 E. Boynton Beach Blvd,
CITY: Boynton Beach FL 33435
PHONE# 561-742-6267
FAX# 561-742-6357

☐ ALUM ☐ P.V.C. ☐ WOOD
☒ CHAIN LINK

TYPE 9 guage core COLOR Black

HEIGHT 4ft, + 6ft. FOOTAGE 505'±

GATES 4 SELF-CLOSING ☐
TERM. POST 13

IN GROUND ☒ CORE DRILL ☐
FLOOR. FLANGE. ☐ WALL MOUNT. ☐

NOTES
* Knuckle / Knuckle
* 1 5/8" Top Rail
* 2 1/2" Line Posts
* 3" End + Gate Posts
* 9 guage bottom tension wire
* Sch. 40 All piping

COST OF FENCE $ 20,635.02
PERMIT FEE: $ TBD
TOTAL: $ $ 20,635.02
50% DEPOSIT _____
BALANCE DUE UPON COMPLETION: $ _____

Accepted: THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUT-LINED.

DATE: _____
CUSTOMER:
SIGNATURE: _____
SALESPERSON
SIGNATURE: _____

5' Tall Fence
- 485'± Remove + Dispose
- 380'± Chainlink Fence (4')
- 2 - 12' Double Drive Gates
- 2 - 4' Single Gates
- 10 - Term Posts

$15,485.02

6' Tall Fence
- 125' Fence (6')
- 3 - Term. Posts
- 1 - 4' Gate
- 80' Wind Screen

$5,150.00

PLEASE READ THE TERMS & CONDITIONS ON THE REVERSE

TERMS AND CONDITIONS OF CONTRACT

1. Please understand that any representation by Alpha Fence regarding an installation date is for the customer's convenience and is our best approximation only. We try hard to give the customer a fair representation of the schedule when asked, but the installation schedule changes daily and at times significantly due to circumstances both within and beyond Alpha's control, including but not limited to weather, permit issues, easement agreements, change orders, and progress on prior scheduled jobs etc.
2. Many times a customer wants their fence installed in the same area where cable, sprinkler, pool or utility lines already exist. Due to this potential conflict, even if these items are marked, frequently unseen underground lines are damaged during the digging and/or removal phase of the fence installation. Because these lines are fragile and cannot be seen, the breaking of these lines cannot be attributed to negligence. If a line is broken, the customer agrees to defend, indemnify and hold Alpha Fence harmless from any related damages. If appropriate, the customer agrees to apply their homeowner's insurance for coverage.
3. The property to be fenced may have deed and/or homeowners association restrictions, and city or county planning or zoning restrictions. It is the customer's responsibility to check the applicable restrictions on their property to verify that the type, height, color and location etc., of the fence they have chosen will be allowed. Materials are normally ordered or cut and/or gates are normally manufactured upon receipt of the signed contract and deposit. If the customer is unsure that the chosen fence type will be allowed, and wants to avoid the responsibility for this until appropriate approvals are obtained, it must be noted on the front of the contract.
4. We all want the fence to be located where the customer wants it, therefore, the customer will be responsible to indicate to the crew the proper location of the fence and will provide Alpha Fence with an accurate, clear, legible survey of the property...All the property pins should be located and exposed by the customer. If not found, the installation crew will attempt to help the customer find the property pins, but the customer not Alpha Fence is responsible for the location of the fence and all consequences associated with the location.
5. The crew will need room to work in order to do the job. The clustomer agrees to have 2 feet on both of all work and/or fence areas clear of obstructions, ie: trees, bushes, debris etc. If the fence line is not clear when the crew arrives, the crew may clear the fence line and the customer agrees to pay $60.00 per man hour for this service. (1 hour minimum) or the crew may move the fence line to avoid obstructions. This will keep the crews working and help to avoid any extra trip charges. All items fixed to your fence must be removed by the homeowner prior to installation. This includes but is not limited to electrical conduit, lighting, art and decorations. Alpha Fence is not responsible for any damage done to items left on fence.
6. All measurements shown on the front of the contract are approximate and/or nominal. The actual measurements of the fence may vary.
7. Some codes require landscaping and grounding of fences. Customer agrees to do the necessary landscaping or grounding required by local codes, if any, within 10 business days of completion.
8. Alpha Fence is not responsible for replacement, repair or reimbursement for damage done to existing pavers, bricks, concrete, asphalt, stone, marble or travertine while removing your existing fence. Alpha Fence will remove sand pavers to get a post in the ground to complete the installation and place them neatly to the side. It is the customer's responsibility to cut and reinstall the pavers after installation.
   Dirt, rocks and debris resulting from posthole excavation will be left on site. Dirt piles and rocks can be removed by the installation crew by customer request only at an additional charge of $10.00 per posthole. Request for this work must be noted on the front of this contract so that it can be done while the installation crew is still on the site. This service is not available if decided upon at the end of the job.
9. This contract anticipates that once the crew arrives at the jobsite, Alpha Fence will be allowed to complete the entire scope of the work without any interruptions or stoppages by the customer. Any such interruptions or stoppages may result in additional trip or restaging charges that the customer agrees to pay. A false start or trip charge is normally $300 for a 2 man crew and $450 for a 3 man crew, but this does vary under certain circumstances.
10. Any customer request changes or deviations from the specifications or quantities involving extra costs would be an extra charge over and above the proposed contract that the customer agrees to pay.
11. The customer is responsible for damage, theft, loss or vandalism of any material once it is installed or delivered to the site.
12. Any cancellation request must be in writing. There are many costs incurred during the various phases of processing this order. To offset some ofthese costs, should the customer choose to,cancel, 20% of the contract, in addition to any direct costs such as special material and permit services, will be charged against the customer's deposit. The balance will be promptly returned to the customer. if these costs exceed the deposit amount the customer agrees to pay Alpha Fence promptly.
13. All of our permit charges are at cost and include the face value of the permit, notary fee, county recording fees, engineer drawings, and permit runner costs. Special permitting may include drainage easement, variance or community appearance board fees etc. Standard ancillary costs run approximately $150 plus the face value of the permit. Alpha Fence does not profit from any permit fees to keep costs down. Any permit fees that Alpha Fence pays out to obtain your permit are reimbursable by the customer whether the permit is approved or not.
14. Upon providing Alpha Fence with a credit card number and expiration date, customer is requesting that Alpha Fence charge both the deposit and final balance to that credit card on the day following the last day of construction.
15. Beginning the day after installation, the customer agrees to pay 20% per month service charge on past due balances. The customer also agrees to pay all costs and expenses of collection of any unpaid balance due under this contract, including but not limited to the costs s to lien the property, file notices etc. Invoices not paid when due void any warranties supplied with the fence. The customer agrees to pay reasonable attorney fees and a cost in the event an attorney is require to represent Alpha Fence for any reason related to this contract, through appeal. This contract shall be constructed according to the laws of the state of Florida. All materials provided will remain the property of Alpha Fence until fully paid for. Alpha Fence guaranteed unobstructed access and the customers irrevocable permission to enter the property and remove fence materials if not completely paid for when due. In such cases, the deposit is forfeited. If costs exceed the amount of the deposit amount, the customer agrees to pay the difference promptly.
16. All excess material remains the property of Alpha Fence. If Alpha Fence is contracted to remove and haul away existing fence, then that material becomes the property of Alpha Fence.
17. All new installations come with a 1 year labor warranty that starts on the last day of installation. There are no material warranties on wood products. Broken gates, fences, hinges and latches that have been impacted are not covered under any warranty, material or labor. Alpha Fence makes no warranty of merchantability or fitness of these products for any particular purpose. Alpha Fence is not responsible and customer agrees to indemnify, defend, and hold harmless Alpha Fence from any damages arising from any property damage, personal injury, death or incidental or consequential damages of any kind that may arise from the use of any of these products. This includes, but not limited to, the customer choosing an inadequate fence to perform needed purpose(s), and customer not performing the inspections or adjustments that must be made to gates from time to time to ensure proper operation and latching.
18. Customer agrees that the issuance of payment following the substantial completion of the job constitutes acceptance of the work. Customer further agrees that any check given is good, not post-dated and immediately negotiable, and to stop payment on any check would be constituting fraud. If a check is returned for insufficient funds the customer agrees to pay a $35 service fee.
19. Payment may be available from the Construction Industries Recovery Fund if you lose money on a project performed under contract, where the loss results from specific violations of Florida law by a state licensed contractor. For information about the recovery fund and filing claim, contact the Florida Construction Industry Licensing
20. Board at the following telephone number and address: Construction Industry Licensing Board 7960 Arlington Expressway, Suite 300, Jacksonville Florida 32211-7467. Phone 904-359-6310.
21. **I authorize the representatives of Alpha Fence to act as my agent and sign on my behalf for necessary permits, and permit related forms such as, but not limited to, easement agreements, landscape agreements, drainage permits and indemnity letters related to the work anticipated by this contract.**
22. Credit card fees of 3% will be added to the cost of your fence.

CITY OF BOYNTON BEACH
ENGINEERING DEPARTMENT

MEMORANDUM

TO: Leah Krasnoff

FROM: Marc Saavedra

DATE: 11/05/2018

RE: Ezell Hester Community Park - fence project quotes

This is to clarify the choice of contractor for the fence project at Ezell Hester Community Park. Fence Crafters was not chosen as they did not include fence removal in their quote, and stated they would not be able to perform that task.

FENCE CRAFTERS

Residential • Commercial

Chain Link • Wood • PVC
Standard & Custom Aluminum Fence
Railings • Gates
Operating Gate Systems
Glass Rail Systems

"FENCING DONE RIGHT"
4801 Dyer Boulevard
Riviera Beach, FL 33407

TEL: 561-848-6220
772-621-4202
FAX: 561-848-6870
Email: fcrafters@fencecraftersinc.com

JOB ESTIMATE

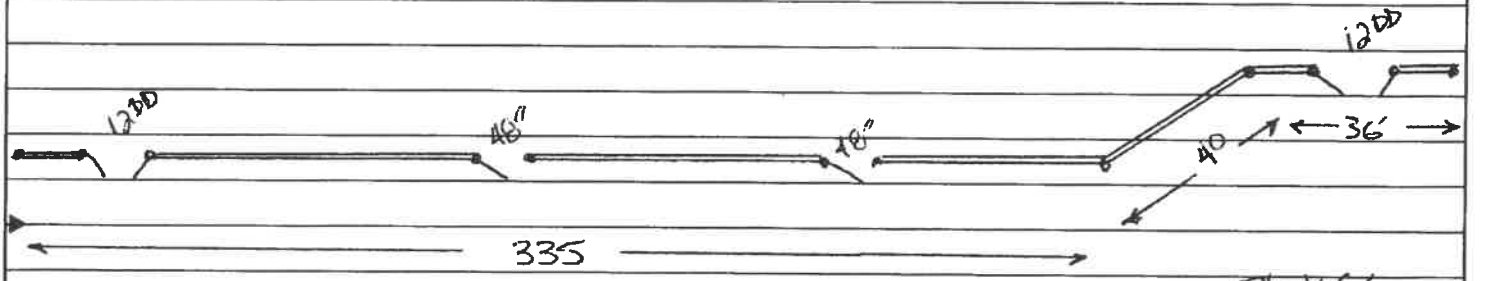
Scavedra M@bbfl.us
PHONE 742 6267 | DATE 10-25-18
JOB NAME/LOCATION

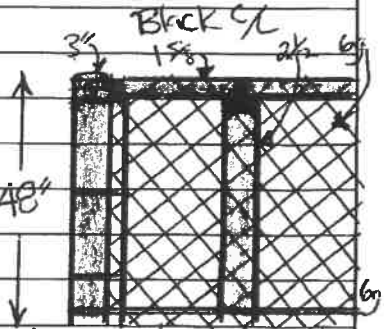
TO Marc Scavedra
with City of Boynton Beach

1901 N Seacrest Blvd
Boynton Beach 33435
Ezell Hester Park

JOB DESCRIPTION

4ft Black ℄ fence (No Take down)
6g wire
1⅝ Top Rail #40
3" Terms #40
2½ Lines #40
6g T-wire
2) 4x12DD gates
2) 4x48" walk gates





THIS ESTIMATE IS FOR COMPLETING THE JOB AS DESCRIBED ABOVE. IT IS BASED ON OUR EVALUATION AND DOES NOT INCLUDE MATERIAL PRICE INCREASES OR ADDITIONAL LABOR AND MATERIALS WHICH MAY BE REQUIRED SHOULD UNFORESEEN PROBLEMS OR ADVERSE WEATHER CONDITIONS ARISE AFTER THE WORK HAS STARTED.

ESTIMATED JOB COST $12,000 + permit if Needed + Nor

ESTIMATED BY Brieger ½ Down

$12000 + $5000 = $17,000

FENCE CRAFTERS

Residential • Commercial

Chain Link • Wood • PVC
Standard & Custom Aluminum Fence
Railings • Gates
Operating Gate Systems
Glass Rail Systems

JOB ESTIMATE

"FENCING DONE RIGHT"
4801 Dyer Boulevard
Riviera Beach, FL 33407

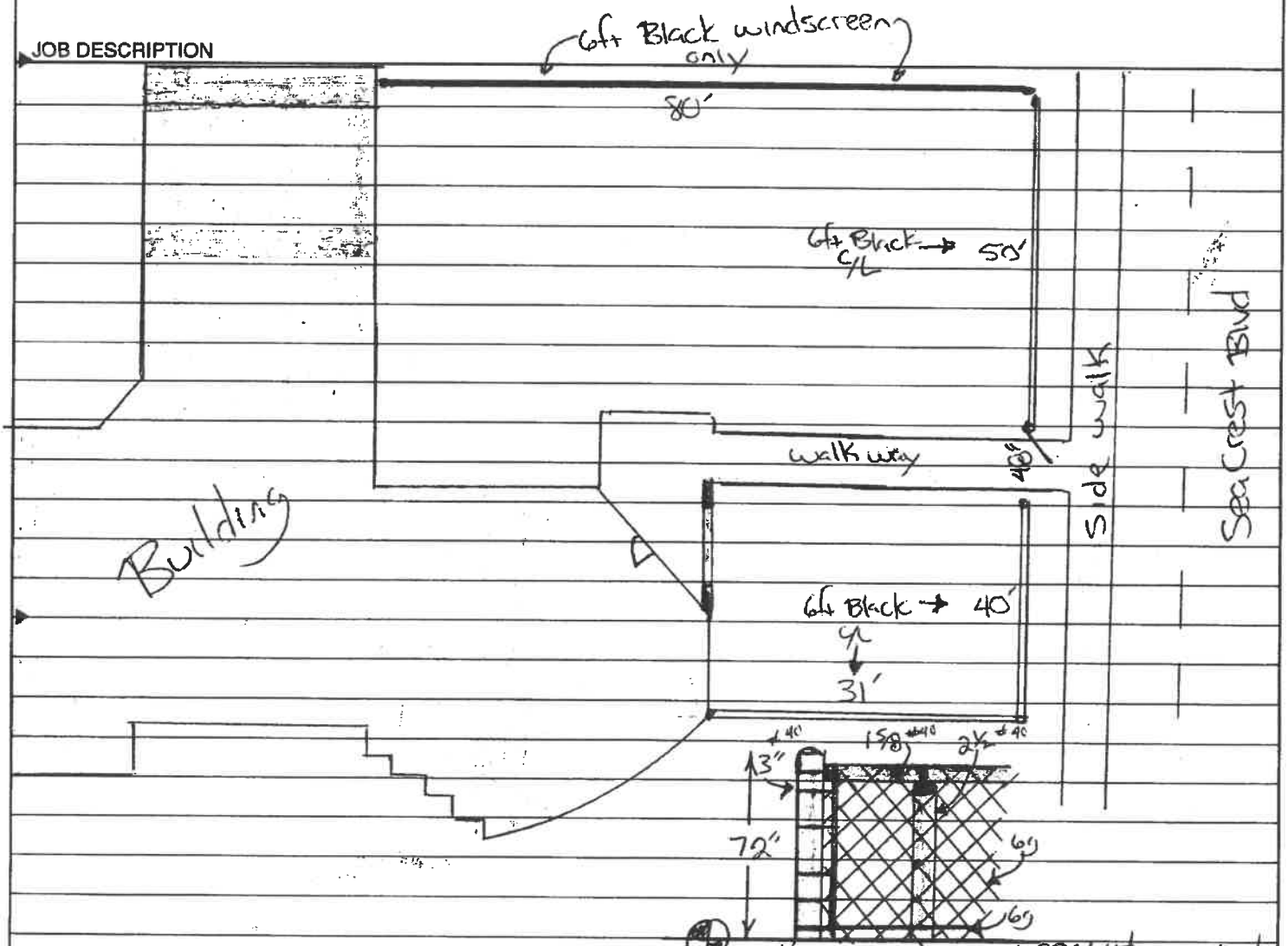
TEL: 561-848-6220
772-621-4202
FAX: 561-848-6870
Email: fcrafters@fencecraftersinc.com

SaavedraM@bbfl.us
PHONE 742 6267 DATE 10-25-18
JOB NAME/LOCATION

TO Marc Saavedra
with City of Boynton Beach

1901 N SeaCrest Blvd
Boynton Beach 33435
Ezell Hester JR Park

JOB DESCRIPTION



THIS ESTIMATE IS FOR COMPLETING THE JOB AS DESCRIBED ABOVE. IT IS BASED ON OUR EVALUATION AND DOES NOT INCLUDE MATERIAL PRICE INCREASES OR ADDITIONAL LABOR AND MATERIALS WHICH MAY BE REQUIRED SHOULD UNFORESEEN PROBLEMS OR ADVERSE WEATHER CONDITIONS ARISE AFTER THE WORK HAS STARTED.

ESTIMATED JOB COST $5000.00 + permit if needed + HOC

ESTIMATED BY Brian

½ Down

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

COMMERCIAL GENERAL LIABILITY COVERAGE EXPANSION ENDORSEMENT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM – CG 00 01

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Additional Premium $300

SECTION I – COVERAGES

COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY

2. Exclusions

g Aircraft, Auto Or Watercraft

Paragraph **(2)** is replaced by the following:

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons or property for a charge.

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess, or contingent.

j. Damage To Property

Paragraph **(2)** is not applicable.

(2) This paragraph is deleted.

n. Recall Of Products, Work Or Impaired Property

Replace with the following:

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, but this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product".

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This insurance does not apply to "Product Recall Expense" arising out of or resulting from:

a. Any product withdrawal initiated due to:

(1) The failure of "your products" to accomplish their intended purpose, including any breach of warranty of fitness, whether written or implied. This exclusion does not apply if such failure has caused or is reasonably expected to cause "bodily injury" or physical damage to tangible property.

(2) Copyright, patent, trade secret or trademark infringements;

(3) Transformation of a chemical nature, deterioration or decomposition of "your product", except if it is caused by:

(a) An error in manufacturing, design, processing or transportation of "your product"; or

(b) "Product tampering"

(4) Expiration of the designated shelf life of "your product".

b. A "product withdrawal", initiated because of a "defect" in "your product" known to exist by the Named Insured or the Named Insured's "executive officers", prior to the inception date of this Coverage Form or prior to the time "your product" leaves your control or possession.

c. Recall of any specific products for which "bodily injury" or "property damage" is excluded under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** by endorsement.

d. Recall of "your products" which have been banned from the market by an authorized government entity prior to the policy period.

e. The defense of a claim or "suit" against you for "product withdrawal expenses".

f. **COVERAGE A** does not apply to "product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

We will not pay more than $100,000 annually for "product recall expenses" incurred from all "Covered Recall" events covered during this policy term.

The following exclusion is added:

r. Limited Professional Liability

This insurance does not apply to "bodily injury", "property damage", "personal and advertising injury" arising out of the rendering of or failure to render any "professional services" by you, but only with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

Replace the following paragraph:

Exclusion **c.** through **n.** do not apply to damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

2. Exclusions

Paragraph **e. Contractual Liability** is amended as follows:

e. Contractual Liability

This paragraph is deleted.

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The following exclusion has been added:

q. Limited Professional Liability

This insurance does not apply to "bodily injury", "property damage", "personal and advertising injury" arising out of the rendering of or failure to render any "professional services" by you, but only with respect to your providing engineering, architectural surveying services in your capacity as an engineer, architect or surveyor.

COVERAGE C – MEDICAL PAYMENTS

Paragraph **1.a. (3)(b)** under **SECTION I – COVERAGE C – MEDICAL PAYMENTS** is replaced with the following:

(b) The expenses are incurred and reported to us within two years of the date of the accident; However, expenses reported to us after two years of the date of the accident will not be denied solely because of the late submission unless such late submission operates to prejudice our rights; and

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

Paragraph **1.b.** and **1.d.** under **SECTION I - SUPPLEMENTARY PAYMENTS – COVERAGE A AND B** is replaced with the following:

b. Up to $2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $300 a day because of time off from work.

SECTION II – WHO IS AN INSURED

Paragraph **3.a.** is amended as follows:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

However, provision **a.** above does not apply if the newly formed or acquired organization is excluded by either a provision of the Coverage Form or by endorsement.

The following is added under **SECTION II – WHO IS AN INSURED**:

4. Any organization over which you maintain ownership of more than 50% will be a Named Insured if there is no other similar insurance available to that organization; however

a. COVERAGE A. does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

b. COVERAGE B. does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

If such organizations are not shown in the **DECLARATIONS,** you must report them to us within 180 days of inception date of the policy.

5. Any person or organization with whom you agreed, because of written contract or written agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendors business, subject to the following additional exclusions:

The insurance afforded the vendor does not apply to:

a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

b. Any express warranty unauthorized by you;

c. Any physical or chemical change in the product made intentionally by the vendor;

d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product;

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendors premises in connection with the sale of the product;

g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any thing or substance by or for the vendor.

This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into accompanying or containing such products.

SECTION III – LIMITS OF INSURANCE

Replace paragraph **6.** With the following:

6. Subject to **5.** Above, the Damage To Premises Rented To You Limit is replaced by a "Specific Perils" Limit which is the greater of:

   a. $300,000; or

   b. The amount shown in the **DECLARATIONS** for **Damage To Premises Rented To You Limit.**

   The "Specific Perils" limit is the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented to you or temporarily occupied by you with permission of the owner.

   However, provisions **a.** and **b.** above do not apply if any reference in the **DECLARATIONS** for **Damage to Premises Rented to You** is deleted from this policy either by the provisions of the Coverage Form or by endorsement.

The following is added to **SECTION III – LIMITS OF INSURANCE:**

8. Product Recall Expense

$100,000 is the most we will pay for all "product recall expenses" arising out of the same defect or deficiency.

9. Professional Services

Subject to provisions in **SECTION I – COVERAGES - COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY – 2. Exclusions r.** and **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY – 2. Exclusions q.** the most we will pay for Professional Services is $50,000 each annual period.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

Replace paragraph **2.a.** with the following:

a. You must see to it we are notified as soon as practicable of an "occurrence" or an offense, which may result in a claim. Knowledge of an "occurrence" or an offense by your "employees" shall not, in itself, constitute knowledge to you unless any one of your partners, "executive officers", directors or insurance managers shall have actually received notice. To the extent possible, notice should include:

(1) How, when and where the "occurrence" took place;

(2) The names and addresses of any injured persons and witnesses; and,

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

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The following is added to paragraph **2.** under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

e. Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

f. You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

(1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for withdrawal or recall.

(2) Cease any further release, shipment, consignment or any other method or distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance.

4. Other Insurance

The following is added to **Other Insurance** and supersedes any provision to the contrary with respect to the Commercial General Liability Coverage Part only:

d. This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(i) The additional insured is a Named Insured under such other insurance; and

(ii) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

6. Representations

Replace with the following:

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

Any knowledge of an error or omission in the description of, or failure to completely describe any premises or operations intended to be covered by the Coverage Form will not invalidate or affect coverage for these premises or operations. You must report such error or omission to us as soon as practicable after its discovery. However, this provision does not affect our right to collect additional premium or exercise our right to cancellation or non-renewal.

SECTION V – DEFINITIONS

Paragraph **3.** of **SECTION V – DEFINITIONS** is replaced with the following:

3. "Bodily Injury" means injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death resulting from "bodily injury", sickness or disease.

The following definitions have been added:

23. "Covered recall," means:

a. A product recall made necessary because you determine that the product recall is necessary; or

b. An authorized government entity has ordered you to conduct a product recall.

24. "Product recall expense" means necessary and reasonable expenses for:

a. Costs of notification;

b. Costs of stationery, envelopes, production of announcements and postage or facsimiles;

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c. Costs of overtime paid to your regular non-salaried employees and costs incurred by your employees, including costs of transportation and accommodations;

d. Costs of computer time;

e. Costs of hiring independent contractors and other temporary employees;

f. Costs of transportation, shipping or packaging

g. Costs of warehouse or storage space; or

h. Costs of proper disposal of "your products", or products that contain "your products", that can not be reused, not exceeding your purchase price or your cost to produce the products;

25. "Specific Peril" means fire; lightning; explosion or leakage from fire sprinkler extinguishing equipment.

26. "Professional services" means:

a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and

b. Supervisory or inspection activities performed as part of any related architectural or engineering activities.

All other policy wording not specifically changed, modified, or replaced by this endorsement wording remains in effect.

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Wesco Insurance Company
800 Superior Avenue East, 21st Floor
Cleveland, OH 44114

Policy Number:
WPP1619633 00
Named Insured:
SFR of Palm Beach, Inc.

COMMERCIAL COMMON POLICY DECLARATIONS
FORMS AND ENDORSEMENTS SCHEDULE

Coverage	Form Number	Edition Date	Title
CG	330730	10/13	COMMERCIAL GENERAL LIABILITY COVERAGE EXPANSION ENDORSEMENT (CONTRACTORS)
CG	CG0001	04/13	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG	CG0220	03/12	FLORIDA CHANGES – CANCELLATION AND NONRENEWAL
CG	CG0300	01/96	DEDUCTIBLE LIABILITY INSURANCE (FOR USE WITH CGL AND PRODUCTS POLICIES)
CG	CG2107	05/14	EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY
CG	CG2109	06/15	EXCLUSION - UNMANNED AIRCRAFT
CG	CG2147	12/07	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG	CG2149	09/99	TOTAL POLLUTION EXCLUSION ENDORSEMENT
CG	CG2167	12/04	FUNGI OR BACTERIA EXCLUSION
CG	CG2173	01/15	EXCLUSION OF CERTIFIED ACTS OF TERRORISM
CG	CG2186	12/04	EXCLUSION - EXTERIOR INSULATION AND FINISH SYSTEMS
CG	CG2196	03/05	SILICA OR SILICA-RELATED DUST EXCLUSION
CG	CG2279	04/13	EXCLUSION - CONTRACTORS - PROFESSIONAL LIABILITY
CM	CL0700	10/06	VIRUS OR BACTERIA EXCLUSION
CM	CM0001	09/04	COMMERCIAL INLAND MARINE CONDITIONS
CM	CM990017	05/14	ARTISAN INLAND MARINE COVERAGE
CG	GL990108	10/14	EXCLUSION - IMPORTED (CHINESE) DRYWALL AND SIMILAR PRODUCTS
IL	IL0017	11/98	COMMON POLICY CONDITIONS
IL	IL0021	09/08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
IL	IL0255	03/16	FLORIDA CHANGES – CANCELLATION AND NONRENEWAL
IL	IL0935	07/02	EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES
IL	IL0953	01/15	EXCLUSION OF CERTIFIED ACTS OF TERRORISM
IL	IL0985	01/15	DISCLOSURE PURSUANT TO TERRORISM RISK
IL	IL990044	01/17	ASBESTOS EXCLUSION
IL	IL990048	01/17	EXCLUSION - LEAD

CORAL SPRINGS
— BUILDING DIVISION —
www.CoralSprings.org/building

Development Services Department
Building Division
9500 West Sample Road, Coral Springs, FL 33065
Mon-Thurs: 7:30AM - 5PM, Fri: 7:30AM - 2:30PM
Phone: 954-344-1025 • Inspections: 954-345-2132
Fax: 954-344-5948 or 954-344-5909

Contractors

Please provide information via fax, mail, e-mail or at the front counter.
(buildingpermits@coralsprings.org)

*COMPANY NAME: Superior Fence & Rail

*STREET ADDRESS: 1420 Neptune Drive Suite 6

*CITY/STATE/ZIP: Boynton Beach FL 33426

*BUSINESS PHONE: 561 513 5095 *HOME PHONE:

*CELLULAR PHONE: 321 298-4470 FAX NO:

*E-MAIL ADDRESS: Eric@fencingpalmbeach.com

*QUALIFIER'S NAME: Paroline (LAST) Todd (FIRST) Michael (MI)

*STATE CERTIFICATE NUMBER: 60-8017606591-5

*COUNTY CERTIFICATE NUMBER: 15-F-19985-X

*EXPIRATION DATE: 2019 CLASSIFICATION: Fencing

*WORKER'S COMPENSATION INSURANCE NUMBER: WC306-002659G-2018A
*EXPIRATION DATE: 3/16/2019

*GENERAL LIABILITY INSURANCE NUMBER: WPP1619633-00
*EXPIRATION DATE: 3/16/19

*INSURANCE COMPANY NAME: Prime Group Insurance

NAME & TELEPHONE NUMBER OF PERSON (S) TO BE CONTACTED IN CASE OF EMERGENCY:

Stanbro (LAST) Eric (FIRST) 321 (PHONE)

Required to Register

Construction Industry Licensing Board of Palm Beach County

(561) 233-5525

Planning, Zoning & Building Department
Contractors Certification Division
2300 N. Jog Road, 2nd Floor, Suite 2W-61
West Palm Beach, FL 33411

TODD MICHAEL PAROLINE
1420 NEPTUNE DR
G
BOYNTON BEACH, FL 33426

Congratulations on obtaining your **FENCE CONTRACTOR** Certificate and for applying for certification in Palm Beach County. With this Certificate of Competency, you become or continue to be one of thousands of Floridians certified by the Construction Industry Licensing Board (CILB) of Palm Beach County. Our Construction certificates range from General, Building, and Residential to Specialty trades unique to our County. The following is proof of your Certificate of Competency along with your scope of work.

Edward Lynch, Chair

Construction Industry Licensing Board
of Palm Beach County

Oscar Alvarez, Director

License Number	Type of Competency Certification
U-22088	FENCE CONTRACTOR

Named below is a Certified Contractor as outlined in the Standards to perform under the provisions of Special Act Chapter 67-1876, Laws of Florida as amended and as mandated by State Statute.

NAME : TODD MICHAEL PAROLINE
FIRM : SUPERIOR FENCE & RAIL OF SOUTH FLORIDA INC
DBA :
1420 NEPTUNE DR
#G
BOYNTON BEACH, FL 33426

Issued : 10/04/2017

Expiration date: 09/30/2019

Print Date 10/4/2017 8:51:05AM

G0271 09/12/18

FLORIDA

Certificate of Registration

Issued Pursuant to Chapter 212, Florida Statutes

DR-11
R. 10/17

60-8017606591-5	09/11/18
Certificate Number	Registration Effective Date

This certifies that

SUPERIOR FENCE AND RAIL OF PALM BEA
SFR OF PALM BEACH, INC.
1420 NEPTUNE DR STE G
BOYNTON BEACH FL 33426-8420

has met the sales and use tax registration requirements for the business location stated above and is authorized to collect and remit tax as required by Florida law. This certificate is non-transferable.

This is your Sales & Use Tax Certificate of Registration.
Detach and Post in a Conspicuous Place.

Notify the Department immediately if you change your:

- business name;
- mailing address;
- location address within the same county; or
- close or sell your business.

You can also notify the Department when you temporarily suspend or resume your business operations. The quickest way to notify the Department is by visiting: **floridarevenue.com/taxes/updateaccount.**

Submit a new registration (online or paper) when you:

- move your business location from one Florida county to another;
- add another location;
- purchase or acquire an existing business; or
- change the form of ownership of your business.

Below is your Florida Annual Resale Certificate for Sales Tax.
New dealers who register after mid-October are issued annual resale certificates that expire on December 31 of the following year.
These certificates are valid immediately.

DR-11R, R. 10/17

FLORIDA

2018 Florida Annual Resale Certificate for Sales Tax

THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2018

DR-13
R. 10/17

Business Name and Location Address

SUPERIOR FENCE AND RAIL OF PALM BEA
SFR OF PALM BEACH, INC.
1420 NEPTUNE DR STE G
BOYNTON BEACH FL 33426-8420

Certificate Number

60-8017606591-5

By extending this certificate or the certificate number to a selling dealer to make eligible purchases of taxable property or services exempt from sales tax and discretionary sales surtax, the person or business named above certifies that the taxable property or services purchased or rented will be resold or re-rented for one or more of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as commercial real property.
- Incorporation into tangible personal property being repaired.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

Florida law provides for criminal and civil penalties for fraudulent use of a Florida Annual Resale Certificate.

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019

DBA:
Business Name: SUPERIOR FENCE & RAIL OF SOUTH FLORIDA

Receipt #: 189-274373
Business Type: ALL OTHER TYPES CONTRACTOR (FENCE COMPANY)

Owner Name: TODD PAROLINE-QUAL
Business Location: 1420 NEPTUNE DR STE G PALM BEACH COUNTY
Business Phone: 954-480-8338

Business Opened: 01/13/2016
State/County/Cert/Reg: 15-F-19985-X
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		4		

For Vending Business Only

Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT WHEN VALIDATED

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

Mailing Address:

SUPERIOR FENCE & RAIL OF SOUTH FLO
1420 NEPTUNE DR STE G
BOYNTON BEACH, FL 33426

Receipt #05A-17-00010500
Paid 08/23/2018 27.00

2018 - 2019

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/17/2018

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

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

PRODUCER

PrimeGroup Insurance Services, Inc.
5402 W. Laurel St.
Suite 220
Tampa FL 33607

CONTACT NAME: Jessica Morneault -> 561-253-3248
PHONE (A/C, No, Ext): (844)631-4901 FAX (A/C, No): (813)885-4311
E-MAIL ADDRESS: jmorneault@primegroupins.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Wesco Insurance Comp	25011
INSURER B :	Old Dominion Insurance Company	40231
INSURER C :	Evanston Insurance Company	35378
INSURER D :	FHM Insurance Company	
INSURER E :		
INSURER F :		

INSURED

SFR of Palm Beach, Inc., DBA: Superior Fence & Rail of Palm Beach
1420 Neptune Drive
Suite G
Boynton Beach FL 33426

COVERAGES **CERTIFICATE NUMBER:** CL1832220154 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			WPP1619633-00	03/16/2018	03/16/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			B1P2351G	03/16/2018	03/16/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ 1,000,000 $ $ $
C	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			XBS0087070	03/16/2018	03/16/2019	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC306-0026596-2018A	03/16/2018	03/16/2019	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ 500,000 $ 500,000 $ 500,000

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

CERTIFICATE HOLDER

City of Coral Springs
9500 West Sample
Coral Springs FL 33065

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Edna C. Elmore

ACORD 25 (2016/03)
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Additional Named Insureds

Other Named Insureds	
Superior Fence & Rail of Palm Beach	Doing Business As

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ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
	HNTL	HNTL		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					$48.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	Uninsured motorist combined single limit	UMCSL		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
20,000	0				

Ref #	Description	Coverage Code	Form No.	Edition Date
	EPLUS	EPLUS		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					$200.00

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

OFADTLCV

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FENCE CONTRACTOR contractor are those who are qualified to construct, install, maintain, alter, extend or repair fencing, including wood, pre-cast concrete, re-fabricated fences child proof barrier (kiddies) fences for pools, mechanical swimming pool covers and gates, in compliance with safety, zoning and building codes. Electrical installation may be included in the contract for work, but must be subcontracted to a Certified Electrical Contractor. (Rev. 6/1/14)

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
SFR of Palm Beach

2 Business name/disregarded entity name, if different from above
Superior Fence & Rail, Inc.

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1420 Neptune Drive, Suite G

Requester's name and address (optional)

6 City, state, and ZIP code
Boynton Beach, FL 33426

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
3 2 - 0 5 5 6 4 1 7

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 11/2/18

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

PURCHASE ORDER

CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
3301 Quantum Blvd. Suite 101
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 190449
DATE: 11/13/18

VENDOR 16875

TO: TRANSOURCE SERVICES CORP.
2405 W. UTOPIA RD.
PHEONIX, AZ 85027

SHIP TO:
City of Boynton Beach
ITS DEPARTMENT
3301 QUANTUM BLVD.
SUITE 101
BOYNTON BEACH, FL 33426

REQUISITION NO.	ORDERING DEPARTMENT:		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	24.00	EA	SUPPORT, PREMIUM, 4HR HW, 24X7 SW, CN2000, 1 MONTH VENDOR ITEM NO.- SUPCN2000-PREM1MO	75.6000	1814.40
2	24.00	EA	SUPPORT, PREMIUM, 4HR HW, 24X7 SW, D12X4, 1 MONTH VENDOR ITEM NO.- SUP-D12X4-PREM1MO	645.1600	15483.84
3	24.00	EA	SUPPORT, NBD HW, 24X7 SW, CN2000, 1 MONTH VENDOR ITEM NO.- SUP-CN2000-NBD1MO	53.1000	1274.40
4	12.00	EA	SUPPORT, NBD HW, 24X7 SW, D12X4, 1 MONTH VENDOR ITEM NO.- SUP-D12X4-NBD1MO	465.8500	5590.20

REMARKS:
DATRIUM SERVER/STORAGE/DISASTER RECOVERY PROJECT
PIGGYBACK OF STATE CONTRACT #43211500-WSCA-15-ACS
QUOTE #305687

PROCUREMENT SERVICES:		P.O. TOTAL:	24162.84
ACCOUNT NO. SEE BELOW	PROJECT		

PURCHASING

PURCHASE ORDER

CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
3301 Quantum Blvd. Suite 101
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 190449
DATE: 11/13/18

VENDOR 16875

TO: TRANSOURCE SERVICES CORP.
2405 W. UTOPIA RD.
PHEONIX, AZ 85027

SHIP TO:
City of Boynton Beach
ITS DEPARTMENT
3301 QUANTUM BLVD.
SUITE 101
BOYNTON BEACH, FL 33426

REQUISITION NO.	ORDERING DEPARTMENT:		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

****
* ACCOUNTING INFORMATION ONLY - DO NOT SEND THIS PAGE TO THE VENDOR*
****

REQ/ACCT	DATE	REQ. BY	PROJECT	AMOUNT
0000072512 40128215364691	11/07/18	ITS		12988.62
0000072512 00115105134691	11/07/18	ITS		11174.22

PROCUREMENT SERVICES:		P.O. TOTAL:
ACCOUNT NO.	PROJECT	

PURCHASE REQUISITION NBR: 0000072512

STATUS: PURCHASING APPROVAL

REQUISITION BY: ITS
REASON: DATRIUM SERVER/STORAGE/DISASTER RECOVERY PROJECT
DATE: 11/07/18

SHIP TO LOCATION: ITS
SUGGESTED VENDOR: 16875 TRANSOURCE SERVICES CORP.
DELIVER BY DATE: 12/07/18

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	SUPPORT, PREMIUM, 4HR HW, 24X7 SW, CN2000, 1 MONTH COMMODITY: COMPUTERS,DP & WORD PROC. SUBCOMMOD: NETWORKS, LOCAL AREA (LAN	24.00	EA	75.6000	1814.40	SUPCN2000-PREM1MO
2	SUPPORT, PREMIUM, 4HR HW, 24X7 SW, D12X4, 1 MONTH COMMODITY: COMPUTERS,DP & WORD PROC. SUBCOMMOD: NETWORKS, LOCAL AREA (LAN	24.00	EA	645.1600	15483.84	SUP-D12X4-PREM1MO
3	SUPPORT, NBD HW, 24X7 SW, CN2000, 1 MONTH COMMODITY: COMPUTERS,DP & WORD PROC. SUBCOMMOD: NETWORKS, LOCAL AREA (LAN	24.00	EA	53.1000	1274.40	SUP-CN2000-NBD1MO
4	SUPPORT, NBD HW, 24X7 SW, D12X4, 1 MONTH COMMODITY: COMPUTERS,DP & WORD PROC. SUBCOMMOD: NETWORKS, LOCAL AREA (LAN	12.00	EA	465.8500	5590.20	SUP-D12X4-NBD1MO

REQUISITION TOTAL: 24162.84

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	40128215364691	REPAIR/MAINTENANCE SRVS. SOFTWARE MAINTENANCE		100.00	1814.40
2	00115105134691	REPAIR/MAINTENANCE SRVS. SOFTWARE MAINTENANCE		50.00	7741.92
2	40128215364691	REPAIR/MAINTENANCE SRVS. SOFTWARE MAINTENANCE		50.00	7741.92
3	00115105134691	REPAIR/MAINTENANCE SRVS. SOFTWARE MAINTENANCE		50.00	637.20
3	40128215364691	REPAIR/MAINTENANCE SRVS. SOFTWARE MAINTENANCE		50.00	637.20
4	00115105134691	REPAIR/MAINTENANCE SRVS. SOFTWARE MAINTENANCE		50.00	2795.10
4	40128215364691	REPAIR/MAINTENANCE SRVS. SOFTWARE MAINTENANCE		50.00	2795.10
					24162.84

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

Server/Storage/Disaster Recovery Project Piggyback
State Contract #43211500-WSCA-15-ACS
Quote# 305687

4/1/17 - 3/31/20

APPROVALS

City Manager _____ Date 11/9/18

Finance Dept _____ Date 11/9/18

Risk Manager per ITS will not be coming on City Property.

City Attorney _____ Date _____

PURCHASE REQUISITION NBR: 0000072512

STATUS: PURCHASING APPROVAL

REQUISITION BY: ITS
REASON: DATRIUM SERVER/STORAGE/DISASTER RECOVERY PROJECT
DATE: 11/07/18

SHIP TO LOCATION: ITS
SUGGESTED VENDOR: 16875 TRANSOURCE SERVICES CORP.
DELIVER BY DATE: 12/07/18

REQUISITION COMMENTS:

Do NOT mail - ITS will send to vendor

CITY OF BOYNTON BEACH
REQUEST FOR PURCHASE OVER $10,000

Date: 10/28/2018

Requesting Department: I.T.S. **Contact Person:** Aaron Burri

Explanation for Purchase:
Datrium Servers/Storage/Disaster Recovery Project Maintanence and Support. The aggreement provides hardware maintenace and support to ensure the continued reliable and efficient service of of the City's Datrium DVX equipment, which supports the City's Disaster Recovery datacenter, systems in the Fire Station #5 datacenter and Utilities datacenter, allows the City to shorten the RPO (Recovery Point Objective) from 24 hours to as few as 10 minutes and the RTO (Recovery Time Objective) from approximately 4 hours to under 5 minutes. Avoids unacceptable consequences associated with a break in continuity.

Recommended Vendor Transource Services Corp

Dollar Amount of Purchase 24,163

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: 43211500-WSCA-15-ACS

NOTE: Pricing proposal for purchase must be presented in the same detail contained within the contract.

Fund Source for Purchase:
001-1510-513.46-91 ITS - $11,174.22
401-2821-536.46-91 Utilities - $12,988.62

Approvals:

Department Head		Date 11/8/2018
Purchasing Agent		Date 11/9/18
Asst City Manager		Date
City Manager		Date 11/9/18

Form Revised 02/01/02

Transource Services Corp
2405 W. Utopia Road
Phoenix, AZ 85027

SALES QUOTATION Amended

Quotation No.: 305687
Quotation Date: 10/29/18
Due Date: 11/29/18
Customer No.: C890637
Customer Ref. No.:
Page No.: Page 1 of 1

BILL TO	SHIP TO
City of Boynton Beach Procurement Services Dept 100 E Boynton Beach Blvd Boynton Beach FL 33425	**City of Boynton Beach** ITS Dept 100 E Boynton Beach Blvd Boynton Beach FL 33425

Account Rep: Barb Sullivan
Contact Name:
Terms: Net 30
Ship Via:
FOB: FOB Destination

Line	Item No.	Description	Qty	Unit Price	Total
1	NVP	NASPO ValuePoint MPA# MNWNC-130	1		
2	NVP-FL	State of Florida PA# 43211500-WSCA-15-ACS	1		
3	TSC-ITEM MFR# SUPCN2000-PREM1MO	Support, Premium, 4HR HW, 24X7 SW, CN2000, 1 Month	24	$ 75.60	$ 1,814.40
4	TSC-ITEM MFR# SUP-D12X4-PREM1MO	Support, Premium, 4HR HW, 24X7 SW, D12X4, 1 Month	24	$ 645.16	$ 15,483.84
5	TSC-ITEM MFR# SUP-CN2000-NBD1MO	Support, NBD HW, 24x7 SW, CN2000, 1 Month	24	$ 53.10	$ 1,274.40
6	TSC-ITEM MFR# SUP-D12X4-NBD1MO	Support, NBD HW, 24x7 SW, D12X4, 1 Month	12	$ 465.85	$ 5,590.20
7		Start 12/10/18- End 12/09/19			

SBA certified "American Small Manufacturer"

Subtotal	$ 24,162.84
Shipping	
Tax	
Total Order Value	**$ 24,162.84**

Remarks: PT BlueAlly

Phone: (623) 879-8882 x129 Fax: (623) 879-8887 E-Mail: barbs@transource.com Website: www.transource.com

The Pricing below was found in the Excel spreadsheet "NASP 2018_1021 PSS TRANSCOURCE.
http://www.transource.com/customers/NASPO_2015/default.asp

PART #	BAND	CATEGORY	MANUFACTURER	DESCRIPTION	BASE LIST PRICE	NASPO PRICE
SUP-CN2000-PREM-1MO	5	Services	Datrium	Support, Premium, 4HR HW, 24X7 SW, CN2000, 1 Month	$ 84.00	$ 75.60
SUP-D12X4-PREM-1MO	5	Services	Datrium	Support, Premium, 4HR HW, 24X7 SW, D12X4, 1 Month	$ 750.00	$ 675.00
SUP-CN2000-NBD-1MO	5	Services	Datrium	Support, NBD HW, 24x7 SW, CN2000, 1 Month	$ 59.00	$ 53.10
SUP-D12X4-NBD-1MO	5	Services	Datrium	Support, NBD HW, 24x7 SW, D12X4, 1 Month	$ 542.00	$ 487.80

AMENDMENT NO.: 1 - Renewal

PARTICIPATING ADDENDUM
NASPO ValuePoint Cooperative Procurement Program
COMPUTER EQUIPMENT MASTER AGREEMENT
Master Agreement No: MNWNC-130
Transource Service Corporation
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 Transource Service Corporation ("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. Transaction Fees. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), Florida Statutes. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, Florida Administrative Code, or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees, when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

II. 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

Skip to Main Content

Department of Management 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 & Services43211500-WSCA-15-ACS

Contract Details

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.

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
TRANSOURCE SERVICE CORPORATION
FOR
COMPUTER EQUIPMENT: (Desktops, Laptops, Tablets, Servers, Storage including Related Peripherals & Services)

To: Transource Service Corporation
2405 W. Utopia Road
Phoenix, Arizona 85027

Contract Vendor Administrator:
Curtis Wescott
Email: curtisw@transource.com
Phone: 623.879.8882 ext 24

CONTRACT NO:	MNWNC-130
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; 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. TRANSOURCE SERVICE CORPORATION
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: _____ (Signature)
Curtis Wescott (Printed Name)
Title: Contract Manager
Date: 2-12-2015

By: _____ (Signature)
_____ (Printed Name)
Title: _____
Date: _____

2. MINNESOTA MATERIALS MANAGEMENT DIVISION
In accordance with Minn. Stat. § 16C.03, subd. 3.

By: _____
Title: Master Agreement Administrator
Date: 2/13/15

3. MINNESOTA COMMISSIONER OF ADMINISTRATION
Or delegated representative.

By: _____
Date: Original signed

FEB 26 2015

By Lucas J. Jannett

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 2: Laptop
   Band 3: Tablet
   Band 4: Server
   Band 5: Storage

   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.

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
   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

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

or would by its nature be deemed confidential obtained by Contract Vendor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (a) any Participating Entity records, (b) personnel records, and (c) information concerning individuals, is confidential information of Participating Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contract Vendor 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 Contract Vendor) publicly known; (b) is furnished by Participating Entity to others without restrictions similar to those imposed by this Master Agreement; (c) is rightfully in Contract Vendor'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 Participating Entity without the obligation of confidentiality, (e) is disclosed with the written consent of Participating Entity or; (f) is independently developed by employees, agents or subcontractor of Contract Vendor who can be shown to have had no access to the Confidential Information

7.2 Non-Disclosure. Contract Vendor 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 to Participating Entity hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contract Vendor shall use commercially reasonable efforts to assist Participating Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contract Vendor shall advise Participating Entity immediately if Contract Vendor learns or has 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 Contract Vendor shall at its expense cooperate with Participating Entity in seeking injunctive or other equitable relief in the name of Participating Entity or Contract Vendor against any such person. Except as directed by Participating Entity, Contract Vendor 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 or at Participating Entity's request, Contract Vendor shall turn over to Participating Entity all documents, papers, and other matter in Contract Vendor's possession that embody Confidential Information. Notwithstanding the foregoing, Contract Vendor 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. Contract Vendor acknowledges that breach of this Section, including disclosure of any Confidential Information, will cause irreparable injury to Participating Entity that is inadequately compensable in damages. Accordingly, Participating Entity 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. Contract Vendor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Participating Entity 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

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

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.**

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. 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.

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

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.

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

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** 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 claims or causes of action, including all legal fees incurred by the Lead State and the Participating Entity arising from 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.** The Contract Vendor warrants that any materials or products provided or produced by the Contract Vendor or utilized by the Contract Vendor in the performance of this Master Agreement will not infringe upon or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any such claim by any third party against the Participating Entity, 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 such a claim has occurred, or in the Contract Vendor's opinion is likely to occur, the Contract Vendor shall either procure for the Participating Entity the right to continue using the materials or products or replacement or modified materials or products. If an option satisfactory to the Participating Entity is not reasonably available, the Participating Entity shall return the materials or products to the Contract Vendor, upon written request of the Contract Vendor and at the Contract Vendor's expense. This remedy is in addition to any other remedy provided by law

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.

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.** 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

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

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.

MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT B - PRICING SCHEDULE

1.	BASELINE PRICE LIST: TRANSOURCE MSRP		
	LINK: http://www.transource.com/customers/wsca/BasePriceSheet.asp		
2.	BAND DISCOUNTS – (CATEGORY EXCEPTIONS APPLICABLE IN ALL BANDS)	CATEGORY	MINIMUM DISCOUNT
	BAND 1 DESKTOP	43211507	24%
	BAND 2 LAPTOP	43211503	24%
	BAND 3 TABLET	43211509	10%
	BAND 4 SERVER	43211501	31%
	BAND 5 STORAGE	71151106	31%
	CATEGORY EXCEPTION: Product Promotions		**1%**
	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.		
3	THIRD PARTY PRODUCTS - (APPLICABLE IN ALL BANDS)	43211724	10%
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 manufacturer's hardware includes a three year warranty. Customer may purchase warranty upgrades for certain hardware as offered. For standard warranty information http://www.transource.com/support/default.asp		
	Accidental Damage – Complete Care: $150 Break/fix non warranty: $75/hour Desktop Installation: (options: copper, sterling and turquoise – see website for details) Copper=$25 Sterling Silver=$40 Turquoise=$75 Training $65/hour		
	INCLUDED: 3 year warranty, image loading, image consulting, asset tagging, consulting, staging/deployment(products needing staging prior to deployment will be stored in contract vendor warehouse at no additional cost)		
5.	LEASING		
	Contract Vendor does not offer leasing.		
6.	ADDITIONAL DISCOUNTS – Request a quote for discounts on bulk/volume purchases.		
	a. Per Transaction Multiple Unit: Over $250,000 = up to 1.5% additional on Transource systems from Baseline Pricing or .5% on peripherals Over $500,000 = up to 2% additional on Transource systems from Baseline Pricing or .75% on peripherals Over $1 million - up to 3% additional on Transource systems from Baseline Pricing or 1% on peripheral		
	b. Cumulative Discounts are based on Total Master Agreement Sales: Over $20 million – Additional .5% from Baseline Pricing Over $50 million – Additional 1% from Baseline Pricing Over $100 million – Additional 1.5% from Baseline Pricing		
	c. Annual Volume Discounts: Over $2 million – Additional .5% from Baseline Pricing Over $5 million – Additional 1% from Baseline Pricing Over $10 million – Additional 1.5% from Baseline Pricing		

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.

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 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,

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.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/09/2015

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

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

PRODUCER
Willis of Arizona, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME:
PHONE (A/C, No, Ext): 1-877-945-7378
FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Atlantic Specialty Insurance Company	27154
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Transource Service Corporation
DBA: Transource Computers
2405 W Utopia Rd
Phoenix, AZ 85027

COVERAGES **CERTIFICATE NUMBER:** W767791 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y		711013251-0002	04/15/2014	04/01/2015	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			406-04-18-06-0000	04/01/2014	04/01/2015	X PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Re: RFP Computer Equipment: (Desktops, Laptops, Tablets, Servers, Storage, Ruggedized Devices including related Peripherals & Services)

State of Minnesota is included as an Additional Insured as respects to General Liability.

General Liability policy shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insured.

CERTIFICATE HOLDER

State of Minnesota
Materials Management Division
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SR ID: 8417914 BATCH: Batch #: 114193

(b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(9) Any vendor, person or organization if the "products-completed operations hazard" is excluded either by the provisions of the Coverage Form or by endorsement.

b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

2. ADDITIONAL INSURED – CONTRACT, AGREEMENT OR PERMIT

a. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) with whom you agreed in a written contract, written agreement or permit to provide insurance such as is afforded under this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of "your work" for the additional insured(s) at the location designated in the contract, agreement or permit; or
2. In the maintenance, operation or use of equipment leased to you by such person(s) or organization(s), or
3. In connection with premises you own, rent, lease or occupy.

This insurance applies on a primary or primary and non-contributory basis if that is required in writing by the contract, agreement or permit.

b. The insurance provided to the additional insured herein is limited. This insurance does not apply:

1. Unless
   (a) the written contract, agreement or permit is currently in effect or becomes effective during the term of this policy; and
   (b) the contract or agreement was executed or permit issued prior to the "bodily injury", "property damage", or "personal and advertising injury";
2. To any person or organization included as an insured under the Additional Insured - Broad Form Vendors provision of this endorsement;
3. To any person or organization included as an insured by an endorsement issued by us and made part of this Coverage Part;
4. To any person or organization if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or failure to render any professional architectural, engineering or surveying services by or for you including:
   (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
   (b) Supervisory, inspection, architectural or engineering activities.
5. To any:
   (a) Lessor of equipment after the equipment lease terminates or expires; or
   (b) Owners or other interests from whom land has been leased; or
   (c) Managers or lessors of premises if:
      (1) The "occurrence" takes place after you cease to be a tenant in that premises; or
      (2) The "bodily injury", "property damage", "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
6. To "bodily injury, or "property damage" occurring after:
   (a) All work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the site of the covered operations has been completed; or
   (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

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b. Under **Section V – Definitions**, the following definition is added:

"Customers' Goods" means goods of your customer on your premises for the purpose of being:

1. Repaired; or
2. Used in your manufacturing process.

c. The insurance afforded by this provision is excess over any other valid and collectible property insurance (including any deductible) available to the insured whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance – Excess provisions in the COMMERCIAL GENERAL LIABILITY CONDITIONS.

8. COVERAGE TERRITORY – WORLDWIDE

The definition of "coverage territory" is replaced by the following:

"Coverage territory" means anywhere provided the insured's responsibility to pay damages must be determined in a settlement we agree to or in a "suit" on the merits brought within the United States of America (including its territories and possessions), Puerto Rico or Canada.

9. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Section IV – Duties In The Event Of Occurrence, Claim or Suit is amended by adding the following paragraphs:

a. The requirements that you must

1. notify us of an "occurrence" offense, claim or "suit" and
2. send us documents concerning a claim or "suit"

apply only when such "accident" claim, "suit" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer of the corporation or insurance manager, if you are a corporation; or
4. A manager, if you are a limited liability company.

b. The requirement that you must notify us as soon as practicable of an "occurrence" or an offense that may result in a claim does not apply if you report an "occurrence" to your workers compensation insurer which later develops into a liability claim for which coverage is provided by this policy. However, as soon as you have definite knowledge that the particular "occurrence" is a liability claim rather than a workers compensation claim, you must comply with the **Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition.**

10. EXPECTED OR INTENDED INJURY (PROPERTY DAMAGE)

The **Expected Or Intended Injury** exclusion under **Coverage A Bodily Injury and Property Damage** is replaced by:

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

11. INCIDENTAL MALPRACTICE – EMPLOYED PHYSICIANS, NURSES, EMT'S AND PARAMEDICS

a. Under **Section II – Who Is An Insured**, the paragraph that excludes an employee or volunteer worker as insured for "bodily injury" or "personal and advertising injury" arising out of his or her providing or failing to provide professional health care services does not apply to a physician, dentist, nurse, emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

b. The insurance afforded by this provision is excess over any other valid and collectible insurance whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance – Excess Insurance provisions in the COMMERCIAL GENERAL LIABILITY CONDITIONS.

12. MEDICAL PAYMENTS – INCREASED LIMITS AND TIME PERIOD

In the Insuring Agreement under Coverage **C – Medical Payments**, the requirement that expenses are incurred and reported to us within one year of the date of the accident is changed to three years.

a. The Medical Expense Limit is $15,000 per person or the amount shown in the Declarations as the Medical Expense Limit, whichever is greater.

b. This provision **12.** does not apply if Coverage **C – Medical Payments** is otherwise excluded either by the provisions of the Coverage Form or by endorsement.

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18. PRODUCT RECALL EXPENSE

With respect to this Provision 18., the **Recall Of Products, Work Or Impaired Property** exclusion under **Coverage A Bodily Injury And Property Damage Liability** is deleted.

a. The following is added to **Section III - Limits Of Insurance** section:

1. The Limits of Insurance shown in the Product Recall Schedule and rules below fix the most we will pay regardless of the number of

   (a) Insureds;

   (b) "Covered recalls" initiated; or

   (c) Number of "your products" recalled.

2. The Product Recall Aggregate Limit is the most we will reimburse you for the sum of all "product recall expenses" incurred for all "covered recalls" initiated during the policy period.

3. Subject to 2. above, the Each Product Recall Limit is the most we will reimburse you for the sum of all "product recall expenses" arising out of any one "covered recall" for the same defect or deficiency.

4. Subject to 3. above, we will pay only the amount of "product recall expenses" in excess of the deductible amount shown in the Product Recall Schedule.

Products Recall Schedule	
	Limits of Insurance
Product Recall Aggregate Limit	$50,000
Each Product Recall Limit	$25,000
Each Product Recall Deductible	$1,000

If any limits and deductible other than those above are shown in the Declarations as the Products Recall Expense Limits, the amounts shown in the Declarations will replace the Limits of Insurance and deductible provided for this coverage.

The Limits of Insurance for this coverage apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for the purposes of determining the Limits of Insurance.

b. The following is added to the **Duties In The Event Of Occurrence, Offense, Claim Or Suit** provision under **Section IV – Conditions:**

You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

1. Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;

2. Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance;

3. As often as may be reasonably required, permit us to inspect "your product" that demonstrates the need for the "covered recall" and permit us to examine your books and records. Also permit us to take damaged and undamaged samples of "your products" for inspection, testing and analysis; and permit us to make copies from your books and records;

4. Send us a signed, sworn, proof of loss containing the information we requested to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms; and

5. Permit us to examine any Insured under oath, while not in the presence of any other insured and at such times as may reasonably be required, about any matter relating to this insurance or your claim, including an Insured's books and records. In the event of an examination, an insured's answers must be signed.

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COMMON POLICY CONDITIONS

All coverages of this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 45 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

C. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

D. Concealment, Misrepresentation or Fraud

This policy is void in any case of fraud by you as it relates to this policy at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This policy;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this policy.

E. Examination of Your Books and Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

F. Inspections and Surveys

We have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give you reports on the conditions we find; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

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PURCHASE ORDER

CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
3301 Quantum Blvd. Suite 101
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 190471
DATE: 11/14/18

VENDOR 17292

TO: MARKETING & COMMUNICATIONS PARTNERSHIP
550 SE MIZNER BLVD.
B-806
BOCA RATON, FL 33432

SHIP TO:
City of Boynton Beach
CITY MANAGER OFFICE
3301 QUANTUM BLVD.
SUITE 101
BOYNTON BEACH, FL 33426

REQUISITION NO. 72359	ORDERING DEPARTMENT: PUBLIC ART/DCD		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	6.00	EA	MONTHLY RETAINER FOR PR SERVICES FOR KINETIC	2000.0000	12000.00
2	2.00	EA	PR NEWSWIRE DISRTIBUTION SERVICE FOR NTL PRESS	1000.0000	2000.00

REMARKS:
PR SERVICES FOR KINETIC ART EVENT

PROCUREMENT SERVICES:		P.O. TOTAL:	14000.00

ACCOUNT NO.
151-2611-579.48-01

PROJECT

PURCHASE REQUISITION NBR: 0000072359

REQUISITION BY: PUBLIC ART/DCD

STATUS: PURCHASING APPROVAL
REASON: PR SERVICES FOR KINETIC ART EVENT

DATE: 10/16/18

SHIP TO LOCATION: CITY MANAGER

SUGGESTED VENDOR: 17292 MARKETING & COMMUNICATIONS

DELIVER BY DATE: 3/29/19

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	MONTHLY RETAINER FOR PR SERVICES FOR KINETIC COMMODITY: MISC PROFESSIONAL SERVICE SUBCOMMOD: MARKETING SERVICES	6.00	EA	2000.0000	12000.00	
2	PR NEWSWIRE DISRTIBUTION SERVICE FOR NTL PRESS COMMODITY: MISC PROFESSIONAL SERVICE SUBCOMMOD: MARKETING SERVICES	2.00	EA	1000.0000	2000.00	

REQUISITION TOTAL: 14000.00

REQUISITION QUOTES

	VENDOR	NAME
20000.0000	17292	MARKETING & COMMUNICATIONS
36360.0000		O DONNEL AGENCY
24000.0000		ALBAN COMMUNICATIONS
24700.0000		KLIMLEY COMMUNICATIONS

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	15126115794801	PROMOTIONAL ACTIVITIES COMM PROMOTION/MARKETNG		100.00	12000.00
2	15126115794801	PROMOTIONAL ACTIVITIES COMM PROMOTION/MARKETNG		100.00	2000.00
					14000.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

APPROVALS

City Manager _____ Date 11/14/18

Finance Dept. _____ Date 11/14/18

Risk Manager _____ Date _____

City Attorney _____ Date _____

CITY OF BOYNTON BEACH
REQUEST FOR PURCHASE OVER $10,000

Date: Nov. 14, 2018

Requesting Department: Public Art **Contact Person:** Debby Coles-Dobay

Explanation for Purchase:
To provide public relation services for the International Kinetic Art Exhibit & Symposium. The goal is to connect the global community to kinetic art experiences unique to the City of Boynton Beach. and to highlight the City of Boynton Beach as a vibrant and attractive City to residents, visitors, the South Florida region and international media, and raise awareness of kinetic artworks through engagement with the sculptures and their creators.

Recommended Vendor

Dollar Amount of Purchase $12,000.00

Source for Purchase (check and attach backup materials):

Three Written Quotations	✓	GSA	
State Contract		PRIDE/RESPECT	
SNAPS		Sole Source	
Piggy-Back		Budgeted Item	
Emergency Purchase		Other	X

Contract Number: _____

NOTE: Pricing proposal for purchase must be presented in the same detail contained within the contract.

Fund Source for Purchase:
15126115794801

Approvals:

Department Head	Debby Coles Dobay	Date	11.14.18
Purchasing Agent	Maria Chedebec	Date	11-14-18
Asst City Manager		Date	
City Manager	Luis LaVandera	Date	11-14-18

Form Revised 02/01/02

9-18-18 PR PROPOSALS

Firm Name & Contact Info	Television & Radio	National Publications	Local Publications	Art Buyer	Methods	Extra	Monthly	Total
ALBAN COMMUNICATIONS 2000 Ponce de Leon Blvd. Suite 510-A Coral Gables, FL 33134 (786) 200-4315	*88.9 FM WDNA Radio *850 AM WFTL Radio *91.3 FM WLRN Radio *CBS Channel 12 TV *WPTV (NBC)Channel 5 TV *WPBT (PBS) TV *SUTV Channel 96 *Art Curious with Jennifer Dasa *Fresh Art with Cathy Byrd *My South Florida Today?	*SFNS ? *Art News *Cultured Magazine	*Sun Sentinel *New Times *Palm Beach Post		Craft the Kinetic Art Exhibit & Symposium story and campaign messaging which will be used for media opportunities, collateral and events Work closely with the City of Boynton Beach team to create campaigns, identify areas for strategic improvements and build-in tracking methodologies Secure testimonials and endorsements from high-level customers, sponsors and supporters who can be included in marketing opportunities and media interviews Formulate a target media list that includes South Florida and national print, online, broadcast and podcast contacts Create strategy for obtaining local TV and Radio coverage through ongoing storytelling initiatives Build a press kit with Fact Sheet, Tip Sheet, Op-Ed and Organizer Info Connect and send personal invitations to civic and community leaders, as well as other influencers, coordinate key photo ops and leverage across media platforms Proactively produce timely pitches that tie into trending news angles and connect with local, regional, eco, art business and national media regularly Arrange and coordinate media interviews and help with preparations beforehand; develop a series of key messages for interviews Track relevant news coverage, clip retrieval and archive. Send press clippings to team in real-time with suggestions on how to leverage via social media		$4,000.00	$24,000.00
Additional recommended costs								$24,000.00
KLIMLEY COMMUNICATIONS 1301 SW 10th Ave. #E-107 Delray Beach, Fl 33444 C. 917-628-4838	*WPT-TV *WFLX-TV *WPEC-CBS-12 TV *WFLX-FOX29 TV *Way FM Radio *WRMF 97.9 (radio) *National Public Radio - NPR	*ARTnews *Art in American *Arts Magazine *The New York Times *Wall Street Journal *Town and Country *Departures *Travel & Leisure Global publications: *Aesthetica *Global Art Magazine (many of these are published online-only)	*Art & Culture *Art Districts-Florida *Delray Magazine *Boca Magazine, *Palm Beach Illustrated *Gulfstream Life (Naples) *The Boca Observer *Sun Sentinel *Palm Beach Arts Paper *Ft. Lauderdale, S. Florida Business & Wealth (Ft. Lauderdale).		PHASE 1 1. Focus on the Artwork and Artists 2. Create a Proactive, Consistent Media Relations Program 3. Friday Night Reception. We will draft and/or edit materials for this such as invitations. (*But the event itself may require professional "event management" resources to bring it to the right level)* 4. Create a professional press kit 5. 2019 Kinetic Exhibit Marketing Materials	**Two important Plans for the Kinetic event (Separate from retainer work)** 1a - Creation of a 2018-2019 Marketing/Communications Plan. **Add'l $2,500** 2a - Creation of Long-Term Strategic Assessment and Plan **Add'l $3,000**	$2,200	$13,200.00
Additional recommended costs						$5,500.00		$18,700.00
Additional recommended costs						PHASE 2 - Ongoing Support 3/2019- 9/2019 $6,000		$24,700.00

The Marketing & Communications Partnership, LLC Judith Czelusniak judith@judithmail.com 1-917-855-3217	TV and radio interviews/ coverage including but not limited to: *NPR/ WLRN radio *Local news stations *Legends Radio *CBS Sunday Morning *Today *Good Morning America *News websites	Outreach to national art, travel, tourist, business lifestyle publications including but not limited to: *Art & Antiques *ART News *Art Burst *Wknd sections of NY Times *Wall Street Journal *Financial Times *Forbes *Airline inflight magazines *Condé Nast Traveler *Newsweek *Travel & Leisure *Travel blogs *Freelance travel writers – *US and Canada Pop *Sugar *Huffington Post *U.S. and Canadian travel and lifestyle blogs	Arts sections of all local newspapers: *Sun Sentinel *Palm Beach Post *Florida Weekly *Florida Trend *Art Hive *Miami Herald Magazine - Arts section *Coastal Star *Arts Paper		• Identify and reach out to target media outlets in the arts, travel, lifestyle, business, high-net-worth collecting, investing, science/ecology, education, parenting, digital influencers and blogs, and social media • Secure media placements locally, regionally, nationally and internationally • Research, gather, generate and promote content for use in the press, including but not limited to a digital press kit, national press releases and images • Write and distribute press releases and pitches to relevant media locally, regionally and nationally, including a series of press releases to be distributed via PR Newswire to ensure maximum consistent exposure and Web searchability • Work to arrange print and broadcast interviews with the artists, city officials and Arts in Public Places • Outreach to media for attendance at opening events and ensure inclusion on event calendars • Help draft social media content posts for Facebook, Twitter and Instagram • Partner with local organizations including schools, chambers of commerce, Cultural Council of Palm Beach County, Discover The Palm Beaches, tour guides and operators, the Palm Beach International Airport, local businesses, transportation companies, Palm Tran and Brightline to cross-promote services, and work with Norton Museum and Boca Raton Museum of Art to participate in their evening programs for members	$1,000 Out of Pocket This includes costs for press travel, media tours that we hope to organize including golf-cart transportation, press release distribution assuming three national and three regional press releases, and minimal out of pocket expenses. PR Newswire distribution for national press releases is estimated at $1,000 per press release	$2,000.00	$12,000.00
Additional recommended costs						$1,000.00		$13,000.00
O'Donnell Agency	*KOOL 105.5 *South Florida PBS (WXEL and WPBT) *WJNO 1290 *WLRN-FM *WPBF Channel 25 *WPEC CBS12 *WPLG Local10 *WPTV News Channel 5 *WRMF 97.9		*ARTDISTRICTS *ARTnews *Art Daily *Art Hive *Boca Magazine *Boca Observer *City and Shore *Coastal Star *Florida Weekly *Miami Art Scene, *Miami Herald *New Times - Broward/ Palm Beach *Palm Beacher *Palm Beach Artspaper *Palm Beach Illustrated *Palm Beach Post *Sun Sentinel *Travel + Leisure *Visit Florida's Culture/ Travel correspondent Jodi Mallander Farrell *and more		➢ Lead one or two 'intake sessions' with designated members of the City of Boynton Beach, Boynton Beach Arts Commission and City of Boynton Beach Art in Public Places ➢ Develop a strategic public communications and engagement plan to build awareness and drive ➢ Audit the organization's "owned media" (website, social media platforms, existing communication vehicles, such as e-blasts, newsletters, etc.) ➢ Create public awareness for the exhibit through mainstream media, trade and niche media outreach covering arts, culture, travel, lifestyle and business news. ➢ Generate local and regional publicity through television news coverage and radio interviews. ➢ Develop all media outreach materials for the exhibition ➢ Manage all pre- and post-event publicity for the opening night ➢ Assist in efforts to identify and facilitate advantageous new or expand existing marketing partnerships. We also think it's worthwhile to reach out to tour operators and event organizers in Orlando and the west coast's key markets with news of the exhibition to prompt excursions and drive traffic; ➢ Provide on-site presence at key exhibition events to manage all publicity, press passes, media interviews, and work with the hired photographers to ensure major sponsors, donors, dignitaries, artists and notable guests are photographed for post-event publicity and social media marketing; ➢ Provide the in-house team with social media support ➢ Track all PR activity on a monthly basis and provide reports that include all important documents and media results that occur during the month; ➢ Provide crisis communication counsel, as needed.	Additional capabilities, not covered under the monthly retainer (but may be billed separately) are as follows: ➢ Advertising and graphic design services; ➢ Production and printing; ➢ Copy development for all marketing collateral materials, including advertorials; ➢ Website content development and programming; ➢ Market research, including focus groups, internal and external audits, analysis of competitors; ➢ Formal interview training sessions (with or without camera); ➢ Event management (event publicity falls under the terms of this contract); ➢ Photographic and video services; ➢ Direct mailing services.	$5,615	$36,690.00
Additional recommended costs								$36,360.00

QUOTE FOR STRATEGIC MARKETING AND PUBLIC RELATIONS ASSIGNMENT

Submitted	Tuesday, September 4, 2018
Submitted by	The Marketing & Communications Partnership, LLC
Submitted to	The City of Boynton Beach
For	2019 Biennial International Kinetic Art Exhibit and Symposium Including October 2018-February installation, Celebrating Art in Motion launch {February 1 invitation-only reception, February 2-3 kickoff events}, and exhibition

This proposed fee includes compensation for delivery and development of a detailed strategic public communication and engagement plan (initiatives, objectives, target dates and measures) for Kinetic Art Event and Exhibition, inclusive of public communications and engagement initiatives completed by staff within the past year.

If granted the assignment, the firm will complete first draft of a strategic public communications and engagement plan by Wednesday, September 5. A complete and final plan will be delivered by Wednesday, September 12. The fee is flexible depending upon which services the client would like to include.

THEME – AN EVENT LIKE NO OTHER, AND A BRANDING PLATFORM FOR BOYNTON BEACH

A communications program created and implemented by The Marketing & Communications Partnership will support the vision of connecting the global community to kinetic art experiences available nowhere else, and to highlight Boynton Beach as a vibrant and attractive arts hub to residents, visitors, the South Florida region and international media, and raise awareness of kinetic art through engagement with the works and their creators.

This is much more than an art event; if is an opportunity to connect with residents, to utilize the personalities of artists in promoting their work to collectors, and to brand Boynton Beach as a desirable place to visit and live, and a not-to-be-missed arts district for visitors.

DELIVERABLES

- TV and radio interviews/coverage including but not limited to:
  NPR/WLRN radio
  Local news stations
  Legends Radio
  CBS Sunday Morning
  Today
  Good Morning America
  News websites

- Outreach to national art, travel, tourist, business lifestyle publications including but not limited to:
  Art & Antiques
  ART News
  Art Burst
  Weekend sections of NY Times, WSJ, Financial Times, Forbes
  Airline inflight magazines
  Condé Nast Traveler
  Newsweek
  Travel & Leisure
  Travel blogs
  Freelance travel writers – US and Canada
  Pop Sugar
  Huffington Post
  U.S. and Canadian travel and lifestyle blogs
  Arts sections of all local newspapers – Sun Sentinel, PB Post

Florida Weekly
Florida Trend
Art Hive
Miami Herald Magazine arts section
Coastal Star
Arts Paper

- Identify and reach out to target media outlets in the arts, travel, lifestyle, business, high-net-worth collecting, investing, science/ecology, education, parenting, digital influencers and blogs, and social media
- Secure media placements locally, regionally, nationally and internationally
- Research, gather, generate and promote content for use in the press, including but not limited to a digital press kit, national press releases and images
- Write and distribute press releases and pitches to relevant media locally, regionally and nationally, including a series of press releases to be distributed via PR Newswire to ensure maximum consistent exposure and Web searchability
- Work to arrange print and broadcast interviews with the artists, city officials and Arts in Public Places
- Outreach to media for attendance at opening events and ensure inclusion on event calendars
- Help draft social media content posts for Facebook, Twitter and Instagram
- Partner with local organizations including schools, chambers of commerce, Cultural Council of Palm Beach County, Boynton CRA, Discover The Palm Beaches, tour guides and operators, the Palm Beach International Airport, local businesses, transportation companies, Palm Tran and Brightline to cross-promote services, and work with Norton Museum and Boca Raton Museum of Art to participate in their evening programs for members

PROPOSED BUDGET
Project fee:
$12,000 paid as a monthly retainer of $2,000 for six months (October-March).
The fee will cover the high and low activity periods, and we will keep the momentum even during less busy months with a regular flow of story pitches and press releases. Activity can be extended through the year-long exhibition.

Out-of-pocket costs:
PR Newswire distribution for national press releases is estimated at $1,000 per press release. Estimated 2 national releases.

Thank you for inviting me to bid for this assignment.

Respectfully submitted,

Judith Czelusniak
The Marketing & Communications Partnership, LLC
judith@judithmail.com
1-917-655-3217

STRATEGIC MARKETING AND PUBLIC RELATIONS PROGRAM

Submitted	Monday, October 1, 2018
Submitted by	The Marketing & Communications Partnership
Submitted to	The City of Boynton Beach
For	2019 Biennial International Kinetic Art Exhibit and Symposium

THEME – AN EVENT LIKE NO OTHER, AND A BRANDING PLATFORM FOR BOYNTON BEACH

This communications program will support the vision of connecting the global community to kinetic art experiences available nowhere else, and to highlight Boynton Beach as a vibrant and attractive arts hub to residents, visitors, the South Florida region and international media, and raise awareness of kinetic art through engagement with the works and their creators.

The International Kinetic Art Exhibit and Symposium is much more than an art event; if is an opportunity to connect with residents, to utilize the personalities of artists in promoting their work to collectors, and to brand Boynton Beach as a desirable place to visit and live, and a not-to-be-missed arts district for visitors.

DELIVERABLES

- TV and radio interviews/coverage including but not limited to:
  NPR/WLRN radio
  Local news stations
  Legends Radio
  CBS Sunday Morning
  Today
  Good Morning America
  News websites

- Outreach to national art, travel, tourist, business lifestyle publications including but not limited to:
  Art & Antiques
  ART News
  Art Burst
  Weekend sections of NY Times, WSJ, Financial Times, Forbes
  Airline inflight magazines
  Condé Nast Traveler
  Newsweek
  Travel & Leisure
  Travel blogs
  Freelance travel writers – US and Canada
  Pop Sugar
  Huffington Post
  U.S. and Canadian travel and lifestyle blogs
  Arts sections of all local newspapers – Sun Sentinel, PB Post
  Florida Weekly
  Florida Trend
  Art Hive
  Miami Herald Magazine arts section
  Coastal Star
  Arts Paper

TIMELINE

Ongoing Activities (October – March/April)

- Help draft **social media content** posts for Facebook, Twitter and Instagram
- **Partner with local organizations** including schools, chambers of commerce, Boynton CRA, Cultural Council of Palm Beach County, Discover The Palm Beaches, tour guides and operators, the Palm Beach International Airport, local businesses, transportation companies, Palm Tran and Brightline to cross-promote services, and work with museums to participate in their evening programs for members
  - Outreach to Visit Florida, Discover The Palm Beaches and the Cultural Council to **ensure that the exhibition is included in national and international media FAM tours** to garner national media recognition at minimal cost to the City of Boynton Beach. (Initiated)
  - Work to **arrange local and regional print and broadcast interviews** with the artists, city officials and Arts in Public Places (Initiated)
  - Ongoing outreach to **digital influencers, blogs, and social media**
  - **Engage the hospitality industry and building concierges** to ensure promotion of the exhibit

Event-Triggered/Timely Activities

October 2018

- Outreach to media, VISIT FLORIDA, Discover The Palm Beaches, Chambers of Commerce and Cultural Council for inclusion in **Season Previews (where timely) and weekly calendars** (In process)
- Distribute a **Drop Box digital press kit** with images and background information (Done; updates ongoing)
- Outreach to restaurants and tour operators to partner on cross-promotion

November 2018

- Identify and **reach out to long-lead time media outlets** in the arts, travel, lifestyle, business, high-net-worth collecting, investing, science/ecology, education and parenting/consumer (Nov/Dec)
- Write and distribute **initial press release/alert for local media** announcing installations in place
- Organize **golf-cart tours for local media**

December 2018

- Ongoing **outreach to long-lead time media outlets** in the arts, travel, lifestyle, business, high-net-worth collecting, investing, science/ecology, education and parenting/consumer (Nov/Dec)

- Write and distribute **initial national press release via PR Newswire**, announcing installations in place and teasing the February weekend events

January 2019

- Write and distribute **second local press release/alert** announcing February weekend events
- **Outreach to weekly calendar editors** to ensure inclusion of February weekend

February 2019

- Write and distribute **second national PR Newswire press release** regarding opening weekend events and encouraging ongoing visits to Boynton Beach
- **Event photos and local press release distributed** to local publications

Respectfully submitted,

Judith Czelusniak
The Marketing & Communications Partnership
judith@judithmail.com
1-917-655-3217

KLIMLEY COMMUNICATIONS

1301 SW 10th Ave. #E-107, Delray Beach, Fl 33444
C. 917-626-4838 - info@klimley.com

Ms. Debbie Coles-Dobay, Public Arts Manager
City Manager's Office, Art in Public Places
City of Boynton Beach –
100 E. Boynton Beach Blvd.
Boynton Beach, Fl 33435

September 4, 2018

Dear Debby:

Revised Marketing/Communication Plan
4th International Biennial Kinetic Art Exhibit & Symposium, Boynton Beach, Fl

From Klimley Communications

The City of Boynton Beach deserves more global recognition for its biennial International Kinetic Exhibit & Symposium. This is the only event of its kind in the US. Yet since it started in 2013, the biennial has not received the national and global visibility it deserves.

That has to change before the 4th Exhibit starts (in October when the Outdoor Exhibit goes up). The city of Boynton Beach's Kinetic Exhibit needs to be branded as a "must-see" venue for kinetic art collectors worldwide, those who attend Art Basel (right down the street), avant-garde gallery and museum curators, kinetic artists, art critics, and affluent collectors. Local residents of Boynton Beach and Palm Beach County already know about the event and attend it. The question is: How to attract everyone else? How to put the exhibit on the kinetic connoisseur and collector's art map?

After examining this year's offering and looking at past performance, we have come up with a plan aimed at reversing this situation. The focus of the plan will be on demonstrating the relevance and uniqueness of the kinetic art displayed, showcasing it (and its artists) to the world in a number of ways. The emphasis will be on demonstrating that the biennial features some of the best and newest in kinetic art and trends—by the most highly regarded kinetic artists—and thus represents the new wave of kinetic artwork that has sprung up over the past decade in response to advances in technology and science—plus greater concern for the environment. Here is an outline of our recommendations to achieve this goal. A chart with timelines and costs is attached.

Phase 1 : September 2018 through February 2019 (The first six months)

Ongoing media and editorial work covered by retainer (Items 1 to 5)

1. **Focus on the Artwork and Artists.** It is the kinetic art, artists and experts speaking at the symposium (and/or different venues) who will draw high-end art collectors and visitors, plus a greater number of regional art lovers. This has to be done by featuring the most exciting work in the exhibit—for instance, the two pieces on Pete's pond; John King's interactive "Beat Trail," and pieces that have ecological messages. All these represent the latest trends in kinetic art. We have several ideas on how to dramatize these works and the artists who made them.

2. **Create a Proactive, Consistent Media Relations Program.** People take notice of arts events when they see publicity about them. The press (or media) coverage creates excitement and puts the event on the map. A proactive press program must include strong, ongoing relationships with key editors and writers in news outlets—regionally, nationally, and globally.

The press program needs to include press alerts, press releases and special pitches for unique aspects of the Exhibit. We already have a very up-to date press lists for event listings and cultural art story placement. We will expand and customize these lists for the kinetic event. We also suggest using a using national distributional service for certain announcements and news. Here are some potential target publications or media outlets:

- **Local Lifestyle and Culture.** Art & Culture, Art Districts-Florida, Delray magazine, Boca magazine, Palm Beach Illustrated, Gulfstream Life (Naples), the Boca Observer, Sun Sentinel, Palm Beach Arts paper, Ft. Lauderdale, S. Florida Business & Wealth (Ft. Lauderdale).

- **TV and Radio.** From West Palm Beach: WPT-TV, WFLX-TV, WPEC-CBS-12, WFLX-FOX29; Way FM (radio); WRMF 97.9 (radio); and, nationally, National Public Radio (NPR).

- **National art, travel publications.** ARTnews, Art in American, Arts Magazine, The New York Times, Wall Street Journal, Town and Country, Departures, Travel & Leisure.

- **Global publications.** Aesthetica, Global Art Magazine (many of these are published online-only)

- **Social media.** We will work with the City's social media program to strengthen it promotion of kinetic art events.

3. **Friday Night Reception.** We will draft and/or edit materials for this such as invitations. But the event itself may require professional "event management" resources to bring it to the right level.

4. **Create a professional press kit.** A professionally designed and printed press kit is a must. A printed press folder like this polishes the image of any organization, company, or non-profit, and reinforces a positive, top-level image of the event with collectors, the press and advertisers. Of course, the press materials should also be made available to the press online, too. We will create the concepts and content for the press kit; however, we have not included costs of design and printing, since they may be done in-house.

5. **2019 Kinetic Exhibit Marketing Materials.** Last year's marketing folder was an excellent tool for visitors. It was probably written and published in-house. We recommend creating it again that way; we will provide editing and proofing for it.

Two Important Plans for the Kinetic event (Separate from retainer work)

#1a Creation of a 2018-2019 Marketing/Communications Plan.

The 4th Kinetic biennial will take place at two times: The 2018 Outdoor Kinetic Sculpture Exhibit will commence in October 2018, while the Exhibit & Symposium is not held until February 2019. Because of this time gap, we suggest taking action immediately to publicize the Outdoor Exhibit and make sure it gets in the listings of magazines and newspapers in October. We also need to move fast to place any article about this portion of the biennial right now, since many publications are deciding right now on content for October. Completion of the complete plan, with timetables for periodic assessments, will probably require most of the month of September.

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#2a Creation of Long-Term Strategic Assessment and Plan.

Our research within the arts management, gallery, and museum communities has convinced us that the kinetic planning group should consider development of a second, deeper assessment and plan for the ongoing success of the Biennial. This assessment would focus on how to take the biennial from its inception to the global "go-to" global event in the art world by 2021. Even though major steps will be taken toward this this year and in 2019, it is important to look forward to future. This assessment and plan would create a roadmap for the 2021 event and ensure not just its outstanding global success, but also that all planning is well coordinated with the redevelopment of the downtown of the City of Boynton Beach. Therefore, the plan would ensure a maximum return on investment for the exhibit and everything surrounding it.

Phase II: March 2019 through September 2019 (Second six months)

Ongoing Support. During the second six months, we will continue to provide media and editorial support at a lower level, since our responsibilities will be fewer during that time. This portion of the program we are suggesting can always be adjusted if more work is required.

Additional Considerations

Overall Implementation of The Plan. I will be the lead manager on this project with a team to help on various aspects. I have extensive knowledge of—and ties to—the art world, as well as media expertise (because I started out in that field. My associates and support staff also have experience working with the media and advertisers to brand major events, products and organizations.

Time Requirement. During the first six months of this project, we estimate that the initial phase of this plan (excluding the 2019 marketing/communications plan and strategic plan) will require approximately 10 hours per week of my time, and at least 15 of my support staff and associates, for a total of at least 25 hours. During the second six months, the total time would be reduced to about 15 hours per week.

Costs. The costs and timetable for this program are divided into three parts. (1) Retainer for the first six months: We will handle items #1-5 altogether at a cost of a retainer of $2,200 per month. (2) Retainer for the second six months: $1,000 a month. (3) Creation of Two Plans: The 2018-2019 marketing/ communications plan and recommended Long-Term Strategic Assessment and Plan are priced differently, as indicated in the chart.

It was a pleasure working for you on the Art Hive article. I am certain that, working closely with you, my team and I will be able to help you achieve your primary goal of global recognition—as well as greater kinetic art sales! I am sending the press release samples you requested, as well as a brief biography, in attachments connected to a second email.

Thanks, and regards,

April

April W. Klimley, Principal, Klimley Communications

Revised Communications Plan for 2019 Kinetic Biennial3.
from Klimley Communications

Overall Objective: To create global visibility for the Kinetic Art Exhibition & Symposium.

	Element of Plan	*Tactics*	*Time*	*Subtotal*	*Totals*
PHASE 1	**First 6 months**	**September 2018 to February 2019**			
#1	**Focus on the Artwork and Artists**	6. 7. The kinetic art itself is what draws high-end art collectors and visitors. The most cutting edge of these pieces and the artists who created them need to be dramatized.	Whole year	$13,200 (Items 1-5) ($2,200 per month for 6 months.)	
#2a	**Create a Strong Media Relations Program**	A proactive, consistent media relations program aimed at all media –print, online, TV and radio on local, regional, national and global levels—will get the story out. Details are described in our proposal.	Sept. 2018 to Feb. 2019	See above.	
#3	**Friday Night Reception: Attracting buyers ***	Special emphasis has to be put on the potential buyers and wealthy individuals invited to the opening night reception. We can provide writing and editing for this, but it may require event management resources not included here.	Asap	See above.	
#4	**Press kit-print & on-line ****	Editorial aspects and management of process ex design and printing.	Asap	See above.	
#5	**4th Biennial Event marketing folder (same as last year)**	We recommend a repeat of this folder and will provide proofreading and light editing for it.	Asap	See above.	
		Subtotal for retainer (Activities 1-5)		$13,200	
ADDITIONAL #1a	**2018-2019 Marketing/ Communications Plan**	As described above; tentative schedule: ○ Selective activities: Early Sept 2018 ○ Completion: End of Sept.2018 ○ 1st review: January 2019 ○ 2nd review: March 2019	See left.	$2,500	
ADDITIONAL #2b	**Strategic Long-Term Assessment and Plan**	As described in proposal.		$3,000	
		Subtotal for both plans.		$5,500	$17,500
PHASE 2	**2ND 6 months**	**March 2019 to August 2019**			

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	Ongoing support	Continued promotion of Outdoor Exhibit; media relations; management of any ancillary activities such as sending program manager to kinetic art conferences.	Mar. 2019 to Sept. 2019	$ 6,000 ($1,000 per month)	$17,000
		Total for 12 months			$24,700

COSTS NOT INCLUDED

* Attracting kinetic sculpture Buyers; reception	May require event management resource.	Not known if desired
** Kinetic press kit	Design & printing	May be done in-house
*** Kinetic Exhibit marketing Folder (same as last year)	Same as last year; done in-house, but we will provide light editing and proofing.	May be done in-house

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PR Proposal, 2019 Kinetic Art Exhibit & Symposium

Presented by:

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Dated: August 29, 2018

Synopsis

Celebrating Art in Motion is part of a year-long installation known as the International Kinetic Art Exhibit and Symposium, which kicked off in October 2018. Taking place in Boynton Beach from February 1-3, the biennial event includes kinetic sculptures from local, national and international artists, artists meet & greets, a community kinetic art project, augmented reality, eco-art elements and a private, invite-only Vernissage. Created by the Boynton Beach Arts Commission, the public art initiative fosters community and economic development while heightening the Boynton Beach brand.

Objectives

- ★ Boost visibility and drive art sales via a thoughtfully-crafted PR campaign that incorporates PR, SEO, Social Media Support, Community Outreach and Event Production
- ★ Position and promote the Vernissage as a must-attend event to high-end, sophisticated art buyers, patrons and visitors
- ★ Provide high-level guidance to enhance the Exhibit's online persona
- ★ Help to build and strengthen relationships with advertisers and sponsors
- ★ Drive website visits, foot traffic, positive reviews, art sales and other calls-to-action
- ★ Establish an ROI-centric program, monitoring metrics and sharing in our findings regularly

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PR

- ★ Craft the Kinetic Art Exhibit & Symposium story and campaign messaging which will be used for media opportunities, collateral and events
- ★ Work closely with the City of Boynton Beach team to create campaigns, identify areas for strategic improvements and build-in tracking methodologies
- ★ Secure testimonials and endorsements from high-level customers, sponsors and supporters who can be included in marketing opportunities and media interviews
- ★ Formulate a target media list that includes South Florida and national print, online, broadcast and podcast contacts
- ★ Create strategy for obtaining local TV and Radio coverage through ongoing storytelling initiatives
- ★ Build a press kit with Fact Sheet, Tip Sheet, Op-Ed and Organizer Info
- ★ Connect and send personal invitations to civic and community leaders, as well as other influencers, coordinate key photo ops and leverage across media platforms
- ★ Proactively produce timely pitches that tie into trending news angles and connect with local, regional, eco, art business and national media regularly
- ★ Arrange and coordinate media interviews and help with preparations beforehand; develop a series of key messages for interviews
- ★ Track relevant news coverage, clip retrieval and archive. Send press clippings to team in real-time with suggestions on how to leverage via social media

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Light Social Media Support

- ★ Provide high-level support with growing audiences and increasing following and engagement on Instagram & Facebook
- ★ Produce custom social media hashtag(s) for campaign
- ★ Work in-tandem with the in-house Boynton Beach SM team to produce compelling content
- ★ Develop incentives and craft personalized invitations for Social Media influencers. In some cases additional budget will be required to secure influencer participation
- ★ Leverage relationships with relevant and leading personalities, bloggers and social media influencers as followers and plug into campaigns as appropriate to enhance following and engagement
- ★ Review quarterly benchmarks to track progress and goals
- ★ Share in information around Facebook and Instagram paid campaign tools

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Budget & Guidelines

	Monthly Service Fee
National Public Relations Campaign	$3,650
Social Media	$350
Total	$4,000

- ★ Suggested timeline for this campaign is six (6) months.
- ★ Account management services, such as coordinating meetings, producing reports, responding to emails and calls are included within the monthly service fees.
- ★ Monthly fees are due at the outset of each 30-day calendar period. If the first installment begins outside of this timeframe, Agency will prorate accordingly. First payment is due within 7 calendar days of signing an agreement.
- ★ Costs associated with third-party vendors and mass print or mail jobs are not included in the budget.
- ★ Client will not be billed for any minor, out-of-pocket expenses. If a chargeable expense is necessary, agency will notify in advance for approval.
- ★ The agreement may be terminated in case of an inability to perform the tasks outlined herein by either party upon no less than 15 calendar days notice.
- ★ Any payments under this agreement that are not timely provided to the Agency, within 14 days of invoicing, shall be subject to a 5% monthly interest charge. In the case of repeated late payments, Agency reserves the right to suspend all work.
- ★ Should the scope change significantly or if agency is faced with delays or shifts in direction that result in additional time and resource commitments, we will seek to amend contract and request additional funds.
- ★ This proposal is valid for three weeks.

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Proposed agreement between:

O'DONNELL AGENCY
(Carey O'Donnell Inc., a Florida corporation)
and
The City of Boynton Beach
for the
2019 International Kinetic Art Exhibit and Symposium

O'Donnell Agency will provide public relations and marketing services to above-named entity (referred to as "Client") under the terms of this non-cancellable, project-based contract.

This is a seven-month contract commencing September 1, 2018 and terminating February 28, 2019.

Agency will provide the following marketing and public relations services to Client until the termination of this agreement:

- Lead one or two 'intake sessions' with designated members of the City of Boynton Beach, Boynton Beach Arts Commission and City of Boynton Beach Art in Public Places to obtain a clear and comprehensive picture of the exhibition, target objectives, artists involved, events lineup, kinetic art experiences, use of owned media (website, social media platforms, newsletters), community relations programming and partnerships, etc.;
- Develop a strategic public communications and engagement plan to build awareness and drive attendance to the 2019 International Kinetic Art Exhibit and Symposium in Boynton Beach that will be installed October, 2018; opens Feb. 1-3, 2019; and remains on display throughout the remainder of the year;
- Audit the organization's "owned media" (website, social media platforms, existing communication vehicles, such as e-blasts, newsletters, etc.) for opportunities to shape and enhance the external messaging;
- Create public awareness for the exhibit through mainstream media, trade and niche media outreach covering arts, culture, travel, lifestyle and business news. Create a focused awareness among key digital influencers who have significant event and lifestyle-related, cultural and geo-targeted blogs and social media pages. Print and online media targets include ***ARTDISTRICTS, ARTnews, Art Daily, Art Hive, Boca Magazine, Boca Observer, City and Shore, Coastal Star, Florida Weekly, Miami Art Scene, Miami Herald, New Times - Broward/Palm Beach, Palm Beacher, Palm Beach Artspaper, Palm Beach Illustrated,***

Palm Beach Post, Sun Sentinel, Travel + Leisure, Visit Florida's Culture/Travel correspondent **Jodi Mailander Farrell, and more.**

- Generate local and regional publicity through television news coverage and radio interviews. Prepare designated representatives (if needed) for major interviews and provide assistance with developing talking points with maximum media impact. Provide insight on the reporter/media involved if necessary.
  Broadcast and radio media targets include **KOOL 105.5, South Florida PBS (WXEL and WPBT), WJNO 1290, WLRN-FM, WPBF Channel 25, WPEC CBS12, WPLG Local10, WPTV News Channel 5 and WRMF 97.9**
- Develop all media outreach materials for the exhibition, including calendar listings, press releases and photo advisories, and identify ways to sustain the news beyond the exhibit's opening;
- Manage all pre- and post-event publicity for the opening night event, including:
  - Developing and distributing a calendar listing, with individual follow-up to ensure relevant calendars include it;
  - Developing and distributing a pre-event press release separate from the main exhibition release to describe the event, high profile attendees, sponsors, etc.;
  - Managing media invitations and curation for the event, and coordinating onsite interviews as necessary (media preview event will precede opening night);
  - Working with hired social photographer to identify photo opportunities for print media that will optimize promotional value of media coverage;
  - Developing and distributing a post-event press release that describes the event in detail, notable attendees and sponsors. Social photos to accompany this release.
- Assist in efforts to identify and facilitate advantageous new or expand existing marketing partnerships with Discover the Palm Beaches, Palm Beach Cultural Council, (possibly) Brightline, key neighborhood associations in Palm Beach County and North Broward, schools and academic institutions within the primary market area, hotel concierges, civic, cultural and religious organizations, senior living centers and more. We also think it's worthwhile to reach out to tour operators and event organizers in Orlando and the west coast's key markets with news of the exhibition to prompt excursions and drive traffic;
- Provide on-site presence at key exhibition events to manage all publicity, press passes, media interviews, and work with the hired photographers to ensure major sponsors, donors, dignitaries, artists and notable guests are photographed for post-event publicity and social media marketing;

All materials developed by O'Donnell Agency for the Client, including art, advertising and copy shall be considered to be the exclusive property of the Client only if accounts are current. All materials provided to O'Donnell Agency by the Client for to be used in conjunction with this program shall remain the exclusive property of the Client.

All invoices are payable within 30 days. Amounts due over 30 days are subject to a late charge of 1.0 percent per month. Monthly fees are billed on either the first or fifteenth of each month, depending on the contract's specified start-date and are due within 30 days.

O'Donnell Agency, The City of Boynton Beach and employees of both entities agree to indemnify and hold each other harmless against any claims or liabilities for which either party is solely responsible during the term of this Agreement. The Client accepts responsibility for the accuracy of information provided to O'Donnell Agency that is subsequently released to the media following written or verbal approval by the designated company representative(s) assigned to approve news releases and/or all communication to the media.

In the event of a dispute arising from this contract, Florida law will control and the dispute will be tried in a Florida court or settled by a Florida mediator. The prevailing party shall be awarded reasonable attorney fees and costs if incurred, taxable and non-taxable.

THIS CONTRACT IS EFFECTIVE AND IN FORCE FROM:
September 1, 2018

FOR O'DONNELL AGENCY
CAREY O'DONNELL, President

FOR CITY OF BOYNTON BEACH
Debby Coles-Dobay, Public Arts Manager
City Manager's Office, Art in Public Places

PURCHASE ORDER

CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
3301 Quantum Blvd. Suite 101
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 190472
DATE: 11/14/18

VENDOR 14257

TO: FL CARIBBEAN ARCHITECTURE, INC
ANDERSON W. SLOCOMBE
7 ERWOOD PLACE
BOYNTON BEACH, FL 33426

SHIP TO:
City of Boynton Beach
PUBLIC WORKS DEPARTMENT
222 N.E. 9TH AVENUE
BOYNTON BEACH, FL 33435

REQUISITION NO. 72427	ORDERING DEPARTMENT: GAIL MOOTZ/JL		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	5950.00 DL	PRELIMINARY DESIGN/DESIGN DEVELOPMENT 1. Conduct a site inspection/survey - all disciplines (measure, sketch and photographs) and provide (draw up) CAD base drawings (plans and elevations) of existing conditions and develop proposed demolition and new plans, section and elevations. (Existing drawings for this site/property are not available). 2. Review any existing documents/information provided by the CLIENT and analyze existing structual and electrical systems. 3. Based on initial/preliminary design information developed with the CLIENT, conduct building code research/analysis for wind load requirements, and research pre-fabricated metal building systems and canopy roofing systems available/compatible with existing conditions. Provide schematic design plans addressing the scope and extent of work to be completed and recommendations for metal structure and canopy expansion roof type to be installed. 4. Evaluate the use of solar panels at this facility (structureal/electrical)	1.0000	5950.00

PROCUREMENT SERVICES:	P.O. TOTAL:
ACCOUNT NO. 302-4501-572.62-01	PROJECT GF1804

PURCHASE ORDER

CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
3301 Quantum Blvd. Suite 101
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 190472
DATE: 11/14/18

VENDOR 14257

TO: FL CARIBBEAN ARCHITECTURE, INC
ANDERSON W. SLOCOMBE
7 ERWOOD PLACE
BOYNTON BEACH, FL 33426

SHIP TO:
City of Boynton Beach
PUBLIC WORKS DEPARTMENT
222 N.E. 9TH AVENUE
BOYNTON BEACH, FL 33435

REQUISITION NO. 72427	ORDERING DEPARTMENT: GAIL MOOTZ/JL		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
		--Foundations, floor slab, columns and roof framing design for new addition --Attachment recommendation for structural system to existing structure. --Evaluate potential impact and recommendation of installing proposed solar panels at existing roof. >Electrical scope includes: --Electrical lighting/power and load calculations. --Lighting and powewr design. --Rework of existing cart charging stations and new charging station locations. --Evaluation and recommendation for the use/installation of solar panels >Mechanical plumbing scope includes: --Minisplit systems specifications --Floor drainage 2. One review/coordination meetings will be held with CLIENT to review, revise and finalize the construction documents.		
3	2100.00 DL	PERMITTING ASSISTANCE 1. Assist the CLIENT with the preparation of permit applications and processing with the building deparment. It also includes responding to building deparment comment and	1.0000	2100.00

PROCUREMENT SERVICES:		P.O. TOTAL:
ACCOUNT NO. 302-4501-572.62-01	PROJECT GF1804	

PURCHASE ORDER

CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
3301 Quantum Blvd. Suite 101
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 190472
DATE: 11/14/18

VENDOR 14257

TO: FL CARIBBEAN ARCHITECTURE, INC
ANDERSON W. SLOCOMBE
7 ERWOOD PLACE
BOYNTON BEACH, FL 33426

SHIP TO:
City of Boynton Beach
PUBLIC WORKS DEPARTMENT
222 N.E. 9TH AVENUE
BOYNTON BEACH, FL 33435

REQUISITION NO. 72427	ORDERING DEPARTMENT: GAIL MOOTZ/JL		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
			revisions of drawings as required.		

REMARKS:
ARCH & ENG FOR CART BARN @ THE LINKS
BASED ON CCNA

PROCUREMENT SERVICES:		P.O. TOTAL:	17450.00
ACCOUNT NO. 302-4501-572.62-01	PROJECT GF1804		

PURCHASING

PURCHASE REQUISITION NBR: 0000072427

REQUISITION BY: GAIL MOOTZ/JL

STATUS: DEPT APPROVAL
REASON: ARCH & ENG FOR CART BARN @ THE LINKS

SHIP TO LOCATION: PUBLIC WORKS

SUGGESTED VENDOR: 14257 FL CARIBBEAN ARCHITECTURE, INC

DATE: 10/23/18

DELIVER BY DATE: 10/24/18

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
2	CONSTRUCTION/PERMIT DOCUMENTS framing design for new addition --Attachment recommendation for structural system to existing structure. --Evaluate potential impact and recommendation of installing proposed solar panels at existing roof. >Electrical scope includes: --Electrical lighting/power and load calculations. --Lighting and powewr design. --Rework of existing cart charging stations and new charging station locations. --Evaluation and recommendation for the use/installation of solar panels >Mechanical plumbing scope includes: --Minisplit systems specifications --Floor drainage 2. One review/coordination meetings will be held with CLIENT to review, revise and finalize the construction documents. COMMODITY: CONSULTING SERVICES SUBCOMMOD: CONSTRUCTION		DL			
3	PERMITTING ASSISTANCE 1. Assist the CLIENT with the preparation of permit applications and processing with the building deparment. It also includes responding to building deparment comment and revisions of drawings as required. COMMODITY: CONSULTING SERVICES SUBCOMMOD: ENGINEERING	2100.00	DL	1.0000	2100.00	

REQUISITION TOTAL: 17450.00

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	30245015726201	BUILDINGS BUILDING IMPROVEMENTS	GF1804 Golf Course- Cart Garage	100.00	5950.00
2	30245015726201	BUILDINGS BUILDING IMPROVEMENTS	GF1804 Golf Course- Cart Garage	100.00	9400.00
3	30245015726201	BUILDINGS BUILDING IMPROVEMENTS	GF1804 Golf Course- Cart Garage	100.00	2100.00
					17450.00

Based on "CCNA"

APPROVALS

City Manager [signature] Date 11/19/18

Finance Dept [signature] Date 11/13/18

Risk Manager COI good thru 1/28/19

City Attorney Date

PURCHASE REQUISITION NBR: 0000072427

REQUISITION BY: GAIL MOOTZ/JL

STATUS: DEPT APPROVAL
REASON: ARCH & ENG FOR CART BARN @ THE LINKS

DATE: 10/23/18

SHIP TO LOCATION: PUBLIC WORKS

SUGGESTED VENDOR: 14257 FL CARIBBEAN ARCHITECTURE, INC

DELIVER BY DATE: 10/24/18

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	PRELIMINARY DESIGN/DESIGN DEVELOPMENT 1. Conduct a site inspection/survey - all disciplines (measure, sketch and photographs) and provide (draw up) CAD base drawings (plans and elevations) of existing conditions and develop proposed demolition and new plans, section and elevations. (Existing drawings for this site/property are not available). 2. Review any existing documents/information provided by the CLIENT and analyze existing structual and electrical systems. 3. Based on initial/preliminary design information developed with the CLIENT, conduct building code research/analysis for wind load requirements, and research pre-fabricated metal building systems and canopy roofing systems available/compatible with existing conditions. Provide schematic design plans addressing the scope and extent of work to be completed and recommendations for metal structure and canopy expansion roof type to be installed. 4. Evaluate the use of solar panels at this facility (structureal/electrical) and make recommendations for installation/use. 5. One review/coordination meeting will be held with the CLIENT to review, revise and finalize the preliminary design layout. 6. Based on approved preliminary plans, provide furthur detailed architectural and structural engineering systems, will be conveyed. 7. One review/coordination meeting will be held with the CLIENT to review, revise and finalize the design development plans. COMMODITY: ENGINGEERING SERVICES SUBCOMMOD: DESIGNING	5950.00	DL	1.0000	5950.00	
2	CONSTRUCTION/PERMIT DOCUMENTS 1. Based on approved Design Development drawings, final drawings and notes/specifications for the purpose of Construction/Permitting of the improvements noted above will be prepared. All basic architectural and engineering (structual and electrical, Mechanical and Plumbing) details and notes will be finalized for the purpose of permit submittal and construction - 100% documents. >Structural scope includes: --Wind load calculations for canopy roofing system and expansion --Foundations, floor slab, columns and roof	9400.00	DL	1.0000	9400.00	

CITY OF BOYNTON BEACH
REQUEST FOR PURCHASE OVER $10,000

Date: 10/15/18

Requesting Department: Public Works/FA **Contact Person:** Gail Moore

Explanation for Purchase:

Arch. & Eng Service for Cart Barn @ the links

Recommended Vendor FI Caribbean Architecture

Dollar Amount of Purchase $17,450

Source for Purchase (check and attach backup materials):

Three Written Quotations	☐	GSA	☐
State Contract	☐	PRIDE/RESPECT	☐
SNAPS	☐	Sole Source	☐
Piggy-Back	☐	Budgeted Item	☐
Emergency Purchase	☐	Other	☑ CCNA - FSS 287.055

Contract Number: _____

NOTE: Pricing proposal for purchase must be presented in the same detail contained within the contract.

Fund Source for Purchase:

302-4501-572-62.01
GF 1804

Approvals:

Department Head	[signature]	Date 10/25/18
Purchasing Agent	[signature]	Date 10/29/18
Asst City Manager		Date
City Manager	[signature]	Date 11/14/18

Form Revised 02/01/02

REQUEST FOR OFFICE ASSISTANCE

FROM: Gail Mootz **Date:** 10/15/18

***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:
FCA ARCHITECTURE
Account Number: 302 - 4501 - 572 - 62 - 01 **Project No.:** GF1804
List Items w/Quantities & Unit Costs on the back of this request.

- ☐ Verbal Quotes ($500 to $1,999): Vendor: _____ Cost: _____
  Vendor: _____ Cost: _____
  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:
ARCHITECTURAL & ENGINEERING SERVICES FOR THE LINKS CART BARN - P.O. CAN BE ISSUED BASED ON CCNA - UNDER THRESHOLD - 287.055 - F.S.S

Request completed by: _____ **Date completed:** 10/15/18

Please sign and return this form to the Office Staff's Inbox; feel free to make any comments below.

Florida-Caribbean
F C A
Architecture

Florida Caribbean Architecture Inc
7 Elwood Place
Boynton Beach, Florida, 33426
Tel 561 308 6694 (C)
561 287 5420 (O)
anderson@fcarchitecture.com
www.FCArchitecture.com

April 27, 2018 **(Revised 5/20/18)**

Ms. Gail Mootz, Project Manager
City of Boynton Beach Engineering Department
100 E. Boynton Beach Boulevard
P.O. Box 310
Boynton Beach, FL 33435-0310

Re: The Links at Boynton Beach – **Golf cart Barn Miscellaneous Improvements**

Dear Ms. Mootz:

Florida Caribbean Architecture Inc. (CONSULTANT) appreciates the opportunity and is pleased to provide our proposal for professional architectural and engineering services for the miscellaneous improvements to the existing golf cart barn facility, located at the Links at Boynton Beach Golf Course, 8020 Jog Road, Boynton Beach, Florida. The existing Cart Barn is approximately 4,800 SF and is partially enclosed. It is our understanding that the City intends to make the following improvements noted below under scope of services

Project Description/ Intent:
The intent of the project is to provide professional architectural and basic engineering services for the above referenced project. Services include:

A. Preliminary Design/Design Development
B. Construction Documents/ Permit Drawings
C. Permitting Assistance

Work Not Included:
- Movable Equipment and Furnishings
- Landscape architecture and irrigation Design
- Site utility Infrastructure Improvements
- Construction cost estimate, including statement of probable construction costs
- Destructive /non-destructive testing
- Security systems, including access control and CCTV
- Cathodic protection
- Lightning protection
- Fire protection

Scope of Services:
It is Florida Caribbean Architecture, Inc. understanding that the scope of work is based on the following miscellaneous improvements:

1. Field inspect and survey existing conditions and provide base CAD drawings of existing conditions (Plans and elevations). **Note: Existing drawings for this property are not available.**
2. Miscellaneous demolition and removal of deteriorated portions of existing structure/ framing as necessary.
3. Demolition/ removal of existing fenced enclosures and existing metal panel siding.
4. Installation of new low masonry/concrete wall, new metal panel siding and louvers as applicable.
5. Extend existing Cart barn via addition of approximately 30'-0" x 60'-0", at the west side of the existing structure.
6. Installation of canopy, approximately 18'-0" x 40"-0", over the bag drop area at the SE side of the structure
7. Installation of applicable electrical lighting and charging stations at new additions and re-work existing charging stations/ power outlets and lighting as applicable.

8. Repair and refinish and replacement of damaged/ deteriorated structural elements as necessary (fascia's. columns, beams, etc.)similar to existing
9. Repair/ refinish any disturbed areas (walls, asphalt parking/ driveways) as required.
10. Rework existing cart wash and sand storage bins as necessary to accommodate new work.
11. Replace exiting mann door, frame and hardware at east side of the structure.
12. Install new spray applied waterproofing membrane over the existing metal roofing.
13. Install solar panels at existing metal roofing.
14. Replace existing window shaker a/c units with mini split system at the break room and bag storage areas.
15. Rework existing floor drains as necessary.
16. General clean-up painting of the entire structure.
17. Re-work floor striping as necessary for golf carts to coordinate with cart charging stations locations.
18. **Conduct study/ evaluation for the use/ installation of solar panels at existing roof. Electrical/ Structural evaluation.**

Florida Caribbean Architecture, Inc. (CONSULTANT) and its sub-consultants will provide Construction/permit documents for the miscellaneous improvements noted above. Services include the following:

A. Preliminary Design/ Design Development - Site visit to confirm scope of work and develop existing base and demolition/ preliminary plans.
B. Construction / Permit Documents - based on approved plans developed with the CLIENT, provide drawings, details, notes and specifications as required for construction/ permit.
C. Permitting Assistance – provide assistance to the CLIENT for permit submittal to the building department and respond to questions / comments from the Building Department
D. *Bidding Assistance - can be included as additional services if required by the CLIENT.*
E. *Construction Phase Services can be included as additional services if required by the CLIENT. No construction cost estimate is included.*

Tasks:

Task A: Preliminary Design / Design Development:

1. Conduct a site inspection/ survey – all disciplines (measure, sketch and photographs) and provide (draw up) CAD base drawings (plans and elevations) of existing conditions and develop proposed demolition and new plans, section and elevations. **(Existing drawings for this site/ property are NOT available).**
2. Review any existing documents/ information provided by the CLIENT and analyze existing structural and electrical systems.
3. Based on initial/ preliminary design information developed with the CLIENT, conduct building code research/ analysis for wind load requirements, and research pre-fabricated metal building systems and canopy roofing systems available/ compatible with existing conditions. Provide schematic design plans addressing the scope and extent of work to be completed and recommendations for metal structure and canopy expansion roof type to be installed.
4. **Evaluate the use of solar panels at this facility (structural/ electrical) and make recommendations for installation/ use.**
5. One review/ coordination meeting will be held with the CLIENT to review, revise and finalize the preliminary design layout.
6. Based on approved preliminary plans, provide further detailed architectural and engineering drawings for the miscellaneous improvements. General information for most architectural and structural engineering systems, will be conveyed.
7. One review/ coordination meeting will be held with the CLIENT to review, revise and finalize the design development plans.

Labor / Expenses: $ 5,950.
Includes coordination with design team, CLIENT and one preliminary review meeting with the Building Department as may be necessary,

Deliverable: Three (3) copies and pdf's of schematic design plans

Task B: Construction/ Permit Documents:

1. **Based on approved Design Development drawings**, final drawings and notes/ specifications for the purpose of Construction /Permitting of the improvements noted above will be prepared. All basic architectural and engineering (structural and electrical, Mechanical and Plumbing) details and notes will be finalized for the purpose of permit submittal and construction – 100% documents.
    - Structural scope includes:
        - Wind load calculations for canopy roofing system and expansion.
        - Foundations, floor slab, columns and roof framing design for new addition
        - Attachment recommendation for structural system to existing structure.
        - **Evaluate potential impact and recommendation of installing proposed solar panels at existing roof.**
    - Electrical scope includes:
        - Electrical lighting/ power and load calculations.
        - Lighting and power design.
        - Rework of existing cart charging stations and new charging station locations.
        - **Evaluation and recommendation for the use/ Installation of solar panels.**
    - Mechanical / Plumbing scope includes:
        - Mini split systems specification.
        - Floor drainage
2. One review/ coordination meetings will be held with the CLIENT to review, revise and finalize the construction documents.

Labor / Expenses: $ 9, 400.
Include coordination between disciplines and with CLIENT

Deliverable: Five sets of documents, including three sets of signed and sealed documents (includes NOA for roofing) for permit submittal; electronic files of documents (pdf, format)

Task C: Permitting Assistance:

1. Assist the CLIENT with the preparation of permit applications and processing with the building department. It also includes responding to building department comments and revision of drawings as required.

Labor/Expenses: $ 2, 100.
Includes written responses to building department comments and signing and sealing of revised drawings for re-submittal to the building department as may be required

Total basic Services: labor and expense (Tasks A, B, C) **$ 17,450.**

SUB CONSULTANTS:

Sub Consultants:

1. RDCE, Inc. - (MEP)
2. Structural

ADDITIONAL SERVICES: (if required)

Task D: Bidding Assistance: *$: to be determined*

1. *Assist the CLIENT with the Development of bid package; attend one pre-bid meeting/conference with CLIENT and prospective bidders. Assist the CLIENT in answering questions, prepare addendums as may be required.*

Task E: Construction Phase Services: *$:to be determined*

1. *Bid evaluations*
2. *Attend the pre-construction meeting*
3. *Attend bi-weekly site progress meetings or at intervals to be determined*

4. *Review and process shop drawings, RFI's, change orders and monthly pay applications*
5. *Conduct substantial and final inspections*

Additional services beyond the scope of work or for changes due to actions of the CLIENT will be pre-approved by the Owner and billed at the rates below:

Schedule of Hourly Rates:

Principal	$145
Project Manager	$120
Architect	$110
Engineer	$110
Administrative Assistant	$ 55

Reimbursable costs for additional services, in addition to the reimbursement for hourly rates above, client shall pay all usual and customary out-of-pocket expenses incurred by Florida Caribbean Architecture, Inc.

Additional services not presently contemplated in this proposal will be scoped and priced separately under a subsequent Work Authorization amendment as appropriate, where so authorized by the CLIENT. Possible additional services may include:

a) Any additional work not listed above
b) Permit Fees
c) Extension of Tasks A-C beyond that described herein
d) Management of sub consultants associated with additional services
e) Revisions to previously approved work
f) Communication system selection, specification or design

Schedule:
Florida Caribbean Architecture, Inc. shall commence services immediately upon authorization and complete tasks as indicated below from receipt of "Notice to Proceed", not inclusive of any review periods required by the Owner.

Task A: Preliminary design and design development	4-6 weeks
Task B: Construction / permit documents	4-6 weeks
Task C: Permitting	(dependent on Authority Having Jurisdiction)

Schedule delays which are beyond the control of FCA Inc. may require schedule adjustment to compensate for such delays.

Assumptions:

1. CLIENT to provide drawings of existing building if available.
2. One bid package, no construction phasing or multiple bid packages, no add alternates
3. No construction cost estimate is included.
4. Access to site for field inspection by the architect and sub-consultants shall be made available.
5. Any assessment or removal of hazardous or toxic materials shall be handled by others.
6. Any delays in schedule which are outside the control of Florida Caribbean Architecture, Inc. (including reviews and approvals) may constitute a change in schedule and require an amendment to the schedule herein, and may constitute additional services/ compensation.
7. Florida Caribbean Architecture, Inc.'s and its sub-consultants liability for damages will, in the aggregate, not exceed the amount of the fee. This provision takes precedence over any conflicting provision of this or any document incorporated into it or referenced by it. In no event shall Florida Caribbean Architecture, Inc., its officers or any of its sub-consultants be liable for any incidental, indirect, special, punitive, economic or consequential damages, including but not limited to loss of revenue or profits, suffered or incurred by the Owner(s) as a result of this agreement or Florida Caribbean Architecture, Inc.'s performance or non-performance of services pursuant to this agreement.
8. The standard of care applicable to Florida Caribbean Architecture, Inc.'s services will be the degree of skill and diligence normally employed by professional architects or consultants performing the same or similar services at the time Florida Caribbean Architecture, Inc.'s services are performed. Florida Caribbean Architecture, Inc. will perform any services not meeting this standard without additional compensation.

9. The presence or duties of Florida Caribbean Architecture, Inc.'s personnel at a construction site, whether as onsite representatives or otherwise, do not make Florida Caribbean Architecture, Inc. or their personnel in any way responsible for those duties that belong to the Client or its Construction Contractor, or other entities and does not relieve the Construction Contractor or other entities from their obligations, duties and responsibilities, including but not limited to all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work. Florida Caribbean Architecture, Inc.'s personnel have no authority to exercise any control over any Construction Contractor or any other entity in the performance of the work or any health or safety precautions, and have no duty of inspecting, noting, observing, correcting or reporting on health or safety deficiencies at the site, except as related to Florida Caribbean Architecture, Inc.'s own personnel.

Compensation for Services: (LUMP SUM)

RECAP:	Lump sum Fees
Tasks:	
Basic Services – Design trough Permitting Assistance	
Task A: Preliminary/ Design Development	$ 5, 950.
Task B: Construction/ Permit Documents	$ 9, 400.
Task C: Permitting Assistance	$ 2, 100.
TOTALS	**$ 17,450.**

The total amount to be paid to Florida Caribbean Architecture Inc. by the CLIENT under this agreement for services shall not exceed the amount of Seventeen Thousand, Four Hundred and Fifty Dollars ($17,450.00). Florida Caribbean Architecture, Inc. will invoice the Owner on a monthly basis as required for payment.

We thank you for the opportunity to be of service to you on this project. Should you have any questions, please call (561) 308 - 6694.

APPROVAL OF SCOPE AND FEES

City of Boynton Beach

_____
Authorizing Signature

_____
Printed Name

Title: _____

Date: _____

Florida Caribbean Architecture, Inc.

Patricia Slocombe
Authorizing Signature

Patricia E. Slocombe
Printed Name

Title: Vice President

Date: 10/26/18

PURCHASE ORDER

CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
3301 Quantum Blvd. Suite 101
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 190512
DATE: 11/29/18

VENDOR 14283

TO: ANZCO, INC.
9671 CAROUSEL CIRCLE SOUT
BOCA RATON, FL 33434

SHIP TO:
City of Boynton Beach
PUBLIC WORKS DEPARTMENT
222 N.E. 9TH AVENUE
BOYNTON BEACH, FL 33435

REQUISITION NO. 72575	ORDERING DEPARTMENT: GM/JL		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	13900.00 DL	PAINTING OF FIRESTATION #3 APPARATUS BAY 1. Fire Station #3 - 3501 N. Congress Ave. Scope of Work: -Pressure wash metal ceiling deck and remove all paint from metal ceiling deck. -Pressure wash metal conduit and bar joists in ceiling area. -Apply two coats of dryfall paint to all metal conduits, bar joists and ceiling deck. -Apply rust convertor to rusting areas on the metal piping. -Place protective plastic on the apparatus room floor each morning and remove each evening. Surface Preparation -Pressure wash all surfaces, including metal surfaces. Surface preparation is the responsibility of the painting contractor. The surfaces will be prepared to industry standards to achieve good results. All Textured and Stucco Area -All textured wall areas, both extra coarse and very coarse will be pressure washed and painted by "Power Roller" this will insure all crevices will be properly coated. All windows in this area will be masked prior to painting.	1.0000	13900.00

PROCUREMENT SERVICES:		P.O. TOTAL:
ACCOUNT NO. 303-4127-522.62-01	PROJECT FA1805	

PURCHASE ORDER

CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
3301 Quantum Blvd. Suite 101
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 190512
DATE: 11/29/18

VENDOR 14283

TO: ANZCO, INC.
9671 CAROUSEL CIRCLE SOUT
BOCA RATON, FL 33434

SHIP TO:
City of Boynton Beach
PUBLIC WORKS DEPARTMENT
222 N.E. 9TH AVENUE
BOYNTON BEACH, FL 33435

REQUISITION NO. 72575	ORDERING DEPARTMENT: GM/JL		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

All Metal Areas in Ceiling
-Remove all existing paoint from the metal ceiling
and metal piping.
-Apply rust convertor to rusting areas of the
metal piping.
-Brush all bar joists with a steel brush to remove
any rust from the surface.
-Apply two coats of a water based dryfall paint to
the metal piping and bar joists.
-Apply two coats of dryfall paint to the entire
metal ceiling deck.
Wall
-Prime paint and finish coat walls
Floors
-The floors will be covered with a plastic
sheeting each day and removed each evening to
allow the vehicles back into the apparatus room.
-The wall cap on the ground floor area will be
sanded and get a prime coating with Sherwin
Williams Multipurpose Enamel primer, two further
coatings of an exterior acrylic enamel paint will
be applied.

REMARKS:
PAINT FIRE STATION #3 APPARATUS BAY

PROCUREMENT SERVICES:		P.O. TOTAL: 13900.00
ACCOUNT NO. 303-4127-522.62-01	PROJECT FA1805	

PURCHASING

PURCHASE ORDER

CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
3301 Quantum Blvd. Suite 101
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 190512
DATE: 11/29/18

VENDOR 14283

TO: ANZCO, INC.
9671 CAROUSEL CIRCLE SOUT
BOCA RATON, FL 33434

SHIP TO:
City of Boynton Beach
PUBLIC WORKS DEPARTMENT
222 N.E. 9TH AVENUE
BOYNTON BEACH, FL 33435

REQUISITION NO. 72575	ORDERING DEPARTMENT: GM/JL		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
			PROPOSAL #101519		

PROCUREMENT SERVICES:		P.O. TOTAL:
ACCOUNT NO. 303-4127-522.62-01	PROJECT FA1805	

PURCHASING

PURCHASE REQUISITION NBR: 0000072575

REQUISITION BY: GM/JL

STATUS: DEPT APPROVAL
REASON: PAINT FIRE STATION #3 APPARATUS BAY

DATE: 11/16/18

SHIP TO LOCATION: PUBLIC WORKS

SUGGESTED VENDOR: 14283 ANZCO, INC.

DELIVER BY DATE: 11/17/18

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER

REQUISITION TOTAL: 13900.00

REQUISITION QUOTES

		VENDOR NAME
SELECTED VENDOR:	13900.0000	14283 ANZCO, INC.
	14202.5000	10833 TALLEY WALKER SERVICES, INC.
	21200.0000	10931 HARTZELL CONSTRUCTION INC

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	30341275226201	BUILDINGS BUILDING IMPROVEMENTS	FA1805 FS3 Apparatus Bay Ceiling	100.00	13900.00
					13900.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

Notes:
-Floor is not in the scope. We will require a 26' scissors for the project, we will require that equipment to be parked each evening on the project.

APPROVALS

City Manager _____ Date 11/28/18

Finance Dept _____ Date 11/26/18

Risk Manage COI good thru 2/22/19

City Attorney _____ Date _____

PURCHASE REQUISITION NBR: 0000072575

REQUISITION BY: GM/JL

STATUS: DEPT APPROVAL
REASON: PAINT FIRE STATION #3 APPARATUS BAY

DATE: 11/16/18

SHIP TO LOCATION: PUBLIC WORKS

SUGGESTED VENDOR: 14283 ANZCO, INC.

DELIVER BY DATE: 11/17/18

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	PAINTING OF FIRESTATION #3 APPARATUS BAY 1. Fire Station #3 - 3501 N. Congress Ave. Scope of Work: -Pressure wash metal ceiling deck and remove all paint from metal ceiling deck. -Pressure wash metal conduit and bar joists in ceiling area. -Apply two coats of dryfall paint to all metal conduits, bar joists and ceiling deck. -Apply rust convertor to rusting areas on the metal piping. -Place protective plastic on the apparatus room floor each morning and remove each evening. Surface Preparation -Pressure wash all surfaces, including metal surfaces. Surface preparation is the responsibility of the painting contractor. The surfaces will be prepared to industry standards to achieve good results. All Textured and Stucco Area -All textured wall areas, both extra coarse and very coarse will be pressure washed and painted by "Power Roller" this will insure all crevices will be properly coated. All windows in this area will be masked prior to painting. All Metal Areas in Ceiling -Remove all existing paoint from the metal ceiling and metal piping. -Apply rust convertor to rusting areas of the metal piping. -Brush all bar joists with a steel brush to remove any rust from the surface. -Apply two coats of a water based dryfall paint to the metal piping and bar joists. -Apply two coats of dryfall paint to the entire metal ceiling deck. Wall -Prime paint and finish coat walls Floors -The floors will be covered with a plastic sheeting each day and removed each evening to allow the vehicles back into the apparatus room. -The wall cap on the ground floor area will be sanded and get a prime coating with Sherwin Williams Multipurpose Enamel primer, two further coatings of an exterior acrylic enamel paint will be applied. COMMODITY: EQUIP. MAINT. AUTO,TRUCK SUBCOMMOD: PAINTING	13900.00	DL	1.0000	13900.00	

Approved by 11/20/18

CITY OF BOYNTON BEACH
REQUEST FOR PURCHASE OVER $10,000

Date: 11/16/18

Requesting Department: Public Works/FAC **Contact Person:** Gail Mootz

Explanation for Purchase:

paint Fire station #3 apparatus bay

Recommended Vendor ANZCO, INC

Dollar Amount of Purchase $13,900.00

Source for Purchase (check and attach backup materials):

Three Written Quotations	☒	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:

CIP - 303 - 4127.522.62.01 P/N - FA1805

Approvals:

Department Head	[signature]	Date 11/20/18
Purchasing Agent	Mara Gedeiken	Date 11/26/18
Asst City Manager		Date
City Manager	[signature]	Date 11/28/18

Form Revised 02/01/02

ANZCO
9671 Carousel Circle South
Boca Raton, FL 33434
Phone: 561-488-0822
Fax: 954-532-2624

Proposal

Date: 10/15/18 revised 11/15/18
Proposal No.: 101519

City of Boynton Beach
100 East Boynton Beach Blvd.
Boynton Beach, FL

Attention: Gail Mootz

Reference: Painting of Various Locations

Dear Gail,

We propose to furnish supervision, labor, materials and equipment.

1. **Fire Station #3 – 3501 N. Congress Ave.**

Scope of Work:

- Pressure wash metal ceiling deck and remove all paint from metal ceiling deck.
- Pressure wash metal conduit and bar joists in ceiling area.
- Apply two coats of dryfall paint to all metal conduits, bar joists and ceiling deck.
- Apply rust convertor to rusting areas on the metal piping.
- Place protective plastic on the apparatus room floor each morning and remove each evening.

Surface Preparation

- Pressure wash all surfaces, including metal surfaces. Surface preparation is the responsibility of the painting contractor. The surfaces will be prepared to industry standards to achieve good results.

All Textured and Stucco Area

- All textured wall areas, both extra coarse and very coarse will be pressure washed and painted by "Power Roller" this will insure all crevices will be properly coated. All windows in this area will be masked prior to painting.

All Metal Areas in Ceiling

- Remove all existing paint from the metal ceiling and metal piping.

- Apply rust convertor to rusting areas of the metal piping.
- Brush all bar joists with a steel brush to remove any rust from the surface.
- Apply two coats of a water based dryfall paint to the metal piping and bar joists.
- Apply two coats of dryfall paint to the entire metal ceiling deck

Walls

Prime paint and finish coat walls

Floors

- The floors will be covered with a plastic sheeting each day and removed each evening to allow the vehicles back into the apparatus room.
- The wall cap on the ground floor area will be sanded and get a prime coating with Sherwin Williams Multipurpose Enamel primer, two further coatings of an exterior acrylic enamel paint will be applied.

Cost of Project **13,900.00**

Notes

Floor is not in the scope. We will require a 26' scissors for the project, we will require that equipment to be parked each evening on the project.

If there are any questions, please do not hesitate to call

Sincerely yours,

John B Zak

11/5/18

PROPOSAL

Talley Walker Services Inc. LIC# CGC-060030
5208 Palm Way
Lake Worth FL. 33463
561-719-3101

To: City of Boynton Beach
100 E. Boynton Beach Blvd.
PO Box 310
Boynton Beach FL. 33425
Att: Gail Mootz

SUB: Fire Station 3 Painting of Garage Ceiling
3501 N Congress Ave.

SCOPE OF WORK:

APPARATUS BAY ONLY:

- PRESSURE WASH EXPOSED DECK & ALL WALLS.
- HAND SCRAPE & WIRE BRUSH CEILING AS NEEDED.
- SPOT PRIME RUST WITH OSPHO.
- PRIME EXPOSED DECK, PIPES & BAR JOISTS WITH KEM KROMIC PRIMER.
- APPLY 2 FINSH COATS OF DRYFALL.
- APPLY 2 COATS OF A-100 SATIN FINISH TO ALL STUCCO WALLS.
- PREP, PRIME & ENAMEL 3 METAL SWING DOORS & FRAMES.

NOTES:

- *WORK DURING NORMAL BUSINESS HOURS.*
- *ALL FLOOR FINISHES BY OTHERS.*
- *NO PAINTING OF OVERHEAD GARAGE DOORS.*
- *COVER OVERHEAD DOOR CLOSERS & OVERHEAD LIGHTS WITH PLASTIC.*
- *TWS IS NOT RESPONSIBLE FOR ALL WIRES, SENSORS, JUNCTION BOXES, ETC. GETTING WET.*
- *PRE-WALK MUST TAKE PLACE PRIOR TO START OF JOB*
- *NO GUARANTEE AGAINST RUST*
- *MATERIAL FROM SHERWIN WILLIAMS PAINT CO.*

$14,202.50 Total Price

All work is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate.

Quality *Service* *Integrity*

HARTZELL

PAINTING CONTRACTORS

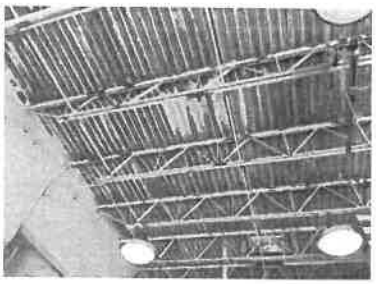
September 26, 2018

GARAGE CEILING PAINTING

City Boynton Beach
Fire station (03)
3501 north congress ave
Boynton Beach, FL 33436
Email: Mootzg@bbfl.us

SCOPE OF WORK IN SUMMARY

A. **CEILING (4,000 SQ. FT.):**
   1) Mobilize site and close and close area where work is taking place.
   2) Pressure clean with turbo blast entire ceiling to remove loose paint.
   3) Mechanically grind rusted areas then apply Rust inhibitor.
   4) Prime any rust with Kem Kromick.
   5) Apply one coat of primer.
   6) Apply two coats of Sherwin Williams Dry Fall B42 Waterbourne Acrylic Flat.
   7) Sweep area clean.



CONDITIONS

General: Hartzell will supply all materials, tools, and equipment necessary for the cleaning, preparation, sealing and painting of all surfaces specified. Hartzell will use the utmost care in the protection of the Client property including all balconies, screens, windows, walkways, shrubbery, parked vehicles, and any other property in the area; from paint and/or any other damage that might be caused during mobilization. Hartzell will be responsible for the rectification of any such damage and for the cleanup involved in the work outlined in this specification.

Insurance & Licensing. Upon request, Hartzell will furnish suitable insurance certificates covering liability and property damage naming the Association Client additionally insured. Proof of Workman's Compensation coverage will be available. Policies shall be kept in force during the course of the service period. Hartzell shall further provide valid and required licenses necessary to operate in the appropriate county of work being performed.

CONTRACT VALUE

Please Initial
Accept/Decline

Garage ceilings (as shown in picture):

Item 4: **4,000 SF x $3.50 = $ 14,000.00** Accept _____ Decline _____

Item 15: **4,000 SF x $ .50 = $ 2,000.00** Accept _____ Decline _____

Item 16: **4,000 SF x $ .65 x 2 coats = $ 5,200.00** Accept _____ Decline _____

NOTE: Prices are from City of Port St. Lucie unit prices per sq. ft. Section VI.

This proposal is subject to acceptance within thirty (30) days and is void thereafter at the option of Hartzell.

TERMS

The term "Final Completion" as used in this Agreement shall mean where the Association Client is satisfied that the work has been completed, any applicable municipality has given its final approval, and Hartzell's other obligations have been fulfilled.

All payments for goods and services rendered are due upon receipt of invoice(s). Any invoice not paid within thirty (30) days shall be subject to interest at 1.25% per month. Delinquent accounts, those not paid in forty-five (45) days, that are sent to legal collections will require the Association Client to pay legal, attorney and paralegal fees in addition to amount due and interest. In addition, legal disputes under this contract of work will be filed with the Broward County Court System. Prevailing party of any litigation will be eligible to recoup court costs, mediation fees, legal & paralegal fees and any other fees related to the claim.

This Agreement between Boynton Beach Fire station (03) and Hartzell Painting Contractors is accepted and agreed upon this _____ day of _____, 2018.

Boynton Beach Fire station (03)
By:

_____
(Signature)

_____
(Title)

Roof Painting by Hartzell, Inc.

_____
Leo Citrangulo

REQUEST FOR OFFICE ASSISTANCE

FROM: GAIL MOOTZ **Date:** 11/16/18

***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:
ANZCO
Account Number: 303 - 4127 - 522 - 62 - 01 **Project No.:** FA1805
List Items w/Quantities & Unit Costs on the back of this request.

- ❑ Verbal Quotes ($500 to $1,999): Vendor: _____ Cost: _____
  Vendor: _____ Cost: _____
  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:
paint Fire Station #3 apparatus bay

Request completed by: _____ **Date completed:** 11/16/18

Please sign and return this form to the Office Staff's Inbox; feel free to make any comments below.

PURCHASE ORDER

CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
3301 Quantum Blvd. Suite 101
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 190514
DATE: 11/29/18

VENDOR 17387

TO: HATCHER CONSTRUCTION & DEVELOP
710 W ATLANTIC AVE
DELRAY BEACH, FL 33444

SHIP TO:
City of Boynton Beach
PUBLIC WORKS DEPARTMENT
222 N.E. 9TH AVENUE
BOYNTON BEACH, FL 33435

REQUISITION NO. 72612	ORDERING DEPARTMENT: ENGINEERING/AGGA/GD		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	127000.00 DL	DESIGN/BUILD RESTROOM AT SARA SIMS PARK COMMISSION APPROVED 11/20/18 RFQ. NO. 018-2821-18/IT ALL LABOR, MATERIALS, TOOLS, EQUIPMENT, HARDWARE, SUPPLIES AND SUPERVISION TO DESIGN/BUILD THE RESTROOM AT SARA SIMS PARK AS PER THE SPECIFICATIONS AND PLANS	1.0000	127000.00

REMARKS:
DESIGN/BUILD RESTROOM AT SARA SIMS PARKS
TASK ORDER E-02-2019

PROCUREMENT SERVICES:		P.O. TOTAL: 127000.00
ACCOUNT NO. 302-4218-572.63-05	PROJECT RP1820	

PURCHASING

PURCHASE REQUISITION NBR: 0000072612

REQUISITION BY: ENGINEERING/AGGA/GD

STATUS: DEPT APPROVAL
REASON: DESIGN/BUILD RESTROOM AT SARA SIMS PARK

DATE: 11/21/18

SHIP TO LOCATION: PUBLIC WORKS

SUGGESTED VENDOR: 17387 HATCHER CONSTRUCTION & DEVELOP

DELIVER BY DATE: 11/22/18

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	DESIGN/BUILD RESTROOM AT SARA SIMS PARK COMMISSION APPROVED 11/20/18	127000.00	DL	1.0000	127000.00	

RFQ. NO. 018-2821-18/IT

ALL LABOR, MATERIALS, TOOLS, EQUIPMENT, HARDWARE, SUPPLIES AND SUPERVISION TO DESIGN/BUILD THE RESTROOM AT SARA SIMS PARK AS PER THE SPECIFICATIONS AND PLANS
COMMODITY: CONSULTING SERVICES
SUBCOMMOD: CONSTRUCTION

REQUISITION TOTAL: 127000.00

REQUISITION QUOTES

		VENDOR	NAME
SELECTED VENDOR:	127000.0000	17387	HATCHER CONSTRUCTION & DEVELOP
	174200.0000	6835	REPUBLIC CONSTRUCTION CORP.
	212760.0000		CREATIVE CONTRACTING
	141000.0000	14283	ANZCO, INC.

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	30242185726305	IMPVTS OTHER THAN BLDGS. PARKS IMPROVEMENTS	RP1820 Sara Sims Park Improvemen	100.00	127000.00
					127000.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

Task Order
E-02-2019

APPROVALS

City Manager [signature] Date 11/26/18

Finance Dept. [signature] Date 11/27/18

Risk Manager COI good [signature] 12/29/18

City Attorney _____ Date _____

CITY OF BOYNTON BEACH
REQUEST FOR PURCHASE OVER $10,000

Date: 11/21/2018

Requesting Department: PW-Engineering **Contact Person:** Gary Dunmyer

Explanation for Purchase:
Design/Build Restroom at Sara Sims Park

Recommended Vendor Hatcher Construction & Development

Dollar Amount of Purchase $127,000

Source for Purchase (check and attach backup materials):

Three Written Quotations	☐	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:
302-4218-572-63-05, Project #RP1820

Approvals:

Department Head	[signature]	Date 11/26/18
Purchasing Agent	[signature]	Date 11/27/18
Asst City Manager		Date
City Manager	[signature]	Date 11/28/18

Form Revised 02/01/02

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
HATCHER CONSTRUCTION & DEVELOPMENT, INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
710 W Atlantic Avenue

Requester's name and address (optional)

6 City, state, and ZIP code
Delray Beach, Florida 33444

7 List account number(s) here (optional)
HATC0006

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
6 5 - 0 8 9 5 5 1 8

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Wm. H. Date ▶ 2/2/18

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Greco-Arencibia, Adrianna

From: Dunmyer, Gary
Sent: Wednesday, November 21, 2018 10:41 AM
To: Greco-Arencibia, Adrianna
Subject: FW: CITY COMMISSION APPROVAL - DESIGN/BUILD RESTROOM @ SARA SIMS PARK

Adrianna,
Please process this Requisition too, see below,
Gary

Gary Dunmyer, MBA, P.E.
City Engineer
Public Works, Engineering
Mailing Address: P.O. Box 310 | Boynton Beach, Florida 33425
Physical Address: 3301 Quantum Blvd., Suite 101 | Boynton Beach, Florida 33426
561-742-6231
DunmyerG@bbfl.us | boynton-beach.org/
Follow us on

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.

From: Triestman, Ilyse
Sent: Wednesday, November 21, 2018 8:54 AM
To: Dunmyer, Gary <DunmyerG@bbfl.us>
Subject: CITY COMMISSION APPROVAL - DESIGN/BUILD RESTROOM @ SARA SIMS PARK

Good morning Gary –

At the meeting last night, City Commission approved the subject project. I've attached the agenda item to this email for your ready reference.

https://boyntonbeach.novusagenda.com/agendaintranet/CoverSheet.aspx?ItemID=4948&MeetingID=213

Please use this report, as well as the supporting documents attached to the agenda item for backup when submitting your requisition.

We should already have an approved COI on file for them.

Please let me know if you have any questions or need any further information.

Happy Thanksgiving to you and yours.

-Ilyse

7.A.
BIDS AND PURCHASES OVER $100,000
11/20/2018

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 11/20/2018

REQUESTED ACTION BY COMMISSION: Approve Task Order No. E-02-2019 - Design / Build Restroom at Sara Sims Park to Hatcher Construction & Development, Inc., in the amount of $127,000 in accordance with the Pre-Qualified Vendors for Minor Construction Services Agreements.

EXPLANATION OF REQUEST:
At its meeting on August 7, 2018 (Resolution No. R18-104), City Commission approved Agreements with four (4) firms for various Minor Construction Services within the City. All four (4) firms were provided a scope of work, plans and schematics in order to submit a quote for Task Order No. E-02-2019 for the design/build of a restroom facility at Sara Sims Park. All four (4) firms responded to the request and the low offer was submitted by Hatcher Construction and Development, Inc., in the amount of $127,000.
In accordance with the Action previously approved by the City Commission on August 7, 2018, as this Individual projects that exceed $75,000 will be brought back to City Commission for consideration of award. A purchase order will be issued for this task order.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
This design build of the Sara Sims restroom furthers the City's initiative to revitalize the Sara Sims Park.

FISCAL IMPACT: Budgeted
The funds for this work is budgeted in account 302-4218-572-63.05 (RP1820).

ALTERNATIVES: Not award.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant?

Grant Amount:

ATTACHMENTS:

	Type	Description
☐	Attachment	Task Order Submittal - Hatcher Development
☐	Attachment	Tabulation Sheet - Design Build Restrooms at Sara Sims Park
☐	Attachment	Email adv to pre-qual contractors

E-02-2019 - DESIGN/BUILD RESTROOM AT SARA SIMS PARK
RFQ NO. 018-2821-18/IT PRE-QUALIFIED VENDORS LIST - BID FORM

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	ALL LABOR, MATERIALS, TOOLS, EQUIPMENT,HARDWARE, SUPPLIES AND SUPERVISION TO DESIGN/BUILD THE RESTROOM AT SARA SIMS PARK AS PER THE SPECIFICATIONS AND PLANS	1	LS	$ 127,000.00	$ 127,000.00
TOTAL BID PRICE					

Total Bid Price (in words) One hundred and twenty seven thousand

Name of Firm Submitting Bid Proposal William Hatcher
(PRINT)

Name of Person Submitting Bid Proposal William Hatcher
(PRINT)

Name of Person Submitting Bid Proposal Wm. Hatcher
(SIGNATURE)

Date: 10/29/2018

DB Restrooms

RFQ DUE DATE: OCTOBER 29, 2018
RFQ DUE TIME: 12:00 P.M.
RFQ NO. 018-2821-18/IT
TASK # E-02-2019

"Offers from the vendors listed herein are the only offers received timely as of the above receiving date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late"

VENDORS	Business Name: Republic Construction Tel:	Business Name: Creative Contracting Tel:	Business Name: Hatcher Contruction & Development, Inc. Tel:	Business Name:Anzco, Inc. Tel:
ALL LABOR, MATERIALS, TOOLS, EQUIPMENT,HARDWARE, SUPPLIES AND SUPERVISION FOR DESIGN/BUILD THE RESTROOM AT SARA SIMS PARK AS PER THE SPECIFICATIONS AND PLANS TOTAL BID OFFER ITEM (1) :	$174,200.00	$212,760.00	$127,000.00	$141,000.00
COMMENTS:	Volutary Alternates 1. We include hollow metal doors and frames upgrade to chem pruf FRP doors add $7,556	Volutary Alternates 1."Bond if needed"=$7,446 2."Permit fees if needed"=$5,000		

Opened and tabulated by: Eric Marmer 10/29/18

Howard, Tim

From:	Triestman, Ilyse
Sent:	Monday, October 01, 2018 3:18 PM
To:	jzak@anzcoinc.com; JOSEPH PATALANO; info@hatcher-construction.com; info@republicconstructioncorp.com
Cc:	Dunmyer, Gary; Marmer, Eric
Subject:	ADVERTISEMENT TO PRE-QUALS- RFQ NO. 018-2821-18/IT - DESIGN/BUILD RESTROOM AT SARA SIMS PARK
Attachments:	C4.13.pdf; E1.00.pdf; C6.00.pdf; C4.00.pdf; abridged geo report.pdf; TASK ORDER BID SHEET - DESIGN BUILD RESTROOM AT SARA SIMS PARK.xlsx
Importance:	High
Tracking:	**Recipient** jzak@anzcoinc.com JOSEPH PATALANO info@hatcher-construction.com info@republicconstructioncorp.com Dunmyer, Gary Marmer, Eric

Good afternoon all!

Please review the specifications and plans and provide a bid for the project according to the following instructions.

The City of Boynton Beach is seeking a design/build for the Sara Sims restroom facility. Please submit a lump sum price on the attached bid form price for the design/build of the restroom, including all services, building pad, etc. to within 5 ft. of the building pads. Please also submit a schedule of values with your lump sum bid form. As part of this project, the awarded Contractor will be required to submit their building design to the City's Building Department for permitting.

Please be aware that that the storage room between the men's and women's room will be used to house computer data storage devices that serve the security cameras, emergency call boxes and the site's Wi-Fi.

SUPPORTING DOCUMENTS

C4.00 Site Plan
C4.13 Refer to Detail A. Restroom Building Schematic
C6.00 Utility Plan
E1.00 Electrical Plan
Abridged Geotechnical Exploration Report dated April 5, 2018 as prepared by GFA International, Inc.

TIMEFRAME FOR QUOTE

- There is no pre-bid meeting; submit questions by **OCTOBER 11, 2018 12:00PM** to **PURCHASING**, in writing to: triestmani@bbfl.us. The City is under no obligation to respond to questions received after the deadline unless we deem it in our best interest to do so.
- Submit your ELECTRONIC **BID FORM** on or before **OCTOBER 15, 2018, 12:00PM** to **PURCHASING via email to:** triestmani@bbfl.us.

SPECIAL INSTRUCTIONS:

PURCHASE ORDER

CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
3301 Quantum Blvd. Suite 101
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 190515
DATE: 11/29/18

VENDOR 15411

TO: DELL FINANCIAL SERVICES, LLC.
C/O DELL USA L.P
P.O BOX 534118
ATLANTA, GA 30353-4118

SHIP TO:
City of Boynton Beach
LIBRARY
115 N. FEDERAL HWY
BOYNTON BEACH, FL 33435

REQUISITION NO. 72625	ORDERING DEPARTMENT: LIBRARY - MIKE NAUGHTON		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	13.00	EA	OPTIPLEX 5260 AIO	1186.1700	15420.21
2	3.00	EA	OPTIPLEX 5060 SFF	1030.5900	3091.77
3	3.00	EA	DELL 24 MONITOR - P22419H	177.7900	533.37
4	3.00	EA	DELL STEREO SOUNDBAR - AC511M	32.1200	96.36

REMARKS:
REPLACE STAFF COMPUTERS
QUOTE #3000031099614.1
STATE CONTRACT #WN08AGW
CUSTOMER AGREEEMENT #43211500-WSCA-15ACS

PROCUREMENT SERVICES:		P.O. TOTAL: 19141.71
ACCOUNT NO. 105-3221-513.64-15	PROJECT	

PURCHASE REQUISITION NBR: 0000072625

REQUISITION BY: LIBRARY - MIKE NAUGHTON
STATUS: DEPT APPROVAL
REASON: REPLACE STAFF COMPUTERS
DATE: 11/27/18

SHIP TO LOCATION: LIBRARY
SUGGESTED VENDOR: 15411 DELL FINANCIAL SERVICES, LLC.
DELIVER BY DATE: 12/03/18

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	OPTIPLEX 5260 AIO COMMODITY: COMPUTERS,DP & WORD PROC. SUBCOMMOD: CONTROL & MONITOR SYSTEMS	13.00	EA	1186.1700	15420.21	
2	OPTIPLEX 5060 SFF COMMODITY: COMPUTERS,DP & WORD PROC. SUBCOMMOD: CONTROL & MONITOR SYSTEMS	3.00	EA	1030.5900	3091.77	
3	DELL 24 MONITOR - P22419H COMMODITY: COMPUTERS,DP & WORD PROC. SUBCOMMOD: CONTROL & MONITOR SYSTEMS	3.00	EA	177.7900	533.37	
4	DELL STEREO SOUNDBAR - AC511M COMMODITY: COMPUTERS,DP & WORD PROC. SUBCOMMOD: CONTROL & MONITOR SYSTEMS	3.00	EA	32.1200	96.36	

REQUISITION TOTAL: 19141.71

---------- REQUISITION QUOTES ----------

SELECTED VENDOR: 19141.7100 VENDOR NAME 15411 DELL FINANCIAL SERVICES, LLC.

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	10532215136415	MACHINERY AND EQUIPMENT COMPUTER EQUIPMENT		100.00	15420.21
2	10532215136415	MACHINERY AND EQUIPMENT COMPUTER EQUIPMENT		100.00	3091.77
3	10532215136415	MACHINERY AND EQUIPMENT COMPUTER EQUIPMENT		100.00	533.37
4	10532215136415	MACHINERY AND EQUIPMENT COMPUTER EQUIPMENT		100.00	96.36
					19141.71

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

State Contract #WN08AGW
Customer Agreement #43211500-WSCA-15ACS

CONTACT MIKE NAUGHTON FOR DELIVERY: 561.436.0162

SHIPPING ADDRESS:

APPROVALS

City Manager _____ Date 11/27/18
Finance Dept _____ Date 11/27/18
Risk Manager _____ Date _____
City Attorney _____ Date _____

PURCHASE REQUISITION NBR: 0000072625

REQUISITION BY: LIBRARY - MIKE NAUGHTON
STATUS: DEPT APPROVAL
REASON: REPLACE STAFF COMPUTERS
DATE: 11/27/18

SHIP TO LOCATION: LIBRARY
SUGGESTED VENDOR: 15411 DELL FINANCIAL SERVICES, LLC.
DELIVER BY DATE: 12/03/18

REQUISITION COMMENTS:

115 N. FEDERAL HWY.
BOYNTON BEACH, FL 33435

DO NOT MAIL ORIGINAL PO. LIBRARY WILL SEND TO VENDOR

CITY OF BOYNTON BEACH
REQUEST FOR PURCHASE OVER $10,000

Date: 11/27/2018

Requesting Department: LIBRARY **Contact Person:** MIKE NAUGHTON

Explanation for Purchase:
REPLACING OLD STAFF COMPUTERS

Recommended Vendor DELL

Dollar Amount of Purchase $19,141.71

Source for Purchase (check and attach backup materials):

Three Written Quotations		GSA	
State Contract	x	PRIDE/RESPECT	
SNAPS		Sole Source	
Piggy-Back		Budgeted Item	
Emergency Purchase		Other	

Contract Number: WN08AGW

NOTE: Pricing proposal for purchase must be presented in the same detail contained within the contract.

Fund Source for Purchase:
STATE AID FUNDS: 105-3221-513.64.15

Approvals:

Department Head	Craig Clark	Date 11/27/18
Purchasing Agent	Mark Sedelow	Date 11/27/18
Asst City Manager		Date
City Manager	Jon Fennell	Date 11/28/18

Form Revised 02/01/02

DELL EMC

A quote for your consideration!

Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below, then contact your sales rep when you're ready to place your order.

Total: $19,141.71

Quote number:	Quote date:	Quote expiration:	Deal ID:
3000031099614.1	Nov. 21, 2018	Dec. 21, 2018	16861234

Company name:	Customer number:	Phone:
CITY OF BOYNTON BEACH	861622	(561) 742-6070

Sales rep information:

Mike Appl
Mike_Appl@Dell.com
(800) 456-3355
Ext: 7250424

Billing Information:

CITY OF BOYNTON BEACH
P O BOX 310
100 E BOYNTON BEACH BLVD
BOYNTON BEACH
FL 33425-0310
US
(561) 742-6070

Pricing Summary

Item	Qty	Unit Price	Subtotal
OptiPlex 5260 AIO	13	$1,186.17	$15,420.21
OptiPlex 5060 SFF	3	$1,030.59	$3,091.77
Dell 24 Monitor - P2419H	3	$177.79	$533.37
Dell Stereo Soundbar - AC511M	3	$32.12	$96.36
		Subtotal:	$19,141.71
		Shipping:	$0.00
		Environmental Fees:	$0.00
		Non-Taxable Amount:	$19,141.71
		Taxable Amount:	$0.00
		Estimated Tax:	$0.00
		Total:	**$19,141.71**

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

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Dear Customer,

Your Quote is detailed below; please review the quote for product and information accuracy. If you find errors or desire certain changes please contact me as soon as possible.

Regards,

Mike Appl

Order this quote easily online through your Premier page, or if you do not have Premier, using Quote to Order

Shipping Group 1

Shipping Contact:	Shipping phone:	Shipping via:	Shipping Address:
MIKE NAUGHTON	(561) 742-6399	Standard Delivery	208 S SEACREAST BLVD BOYNTON BEACH FL 33435 US

SKU	Description	Qty	Unit Price	Subtotal
	OptiPlex 5260 AIO	13	$1,186.17	$15,420.21
	Estimated delivery date: Dec. 12, 2018 **Contract No:** WN08AGW **Customer Agreement No:** 43211500-WSCA-15-ACS			
210-AOBL	OptiPlex 5260 AIO CTO	13	-	-
338-BOCK	Intel Core i5-8500 (6 Cores/9MB/6T/up to 4.1GHz/65W); supports Windows 10/Linux	13	-	-
619-AHKN	Win 10 Pro 64 English, French, Spanish	13	-	-
630-AAPK	No Productivity Software	13	-	-
370-ADZP	16GB 1X16GB DDR4 2666MHz Non-ECC	13	-	-
340-ABIG	SSD as first boot drive	13	-	-
400-AWHW	M.2 256GB SATA Class 20 Solid State Drive	13	-	-
773-BBBJ	Screw for M.2 SATA SSD	13	-	-
401-AANH	No Additional Hard Drive	13	-	-
490-BBFG	Intel Integrated Graphics, Dell OptiPlex	13	-	-
555-BEBJ	Intel Wireless-AC 9560, Dual-band 2x2 802.11ac Wi-Fi with MU-MIMO + Bluetooth 5	13	-	-
555-BEDX	Intel Wireless 9560 2x2 vPro Driver	13	-	-
329-BDRZ	5260 AIO 21.5" FHD 1920x1080 IPS Non-Touch Anti-Glare,	13	-	-

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	Camera, Integrated Graphics, Bronze PSU			
580-ADJC	Black Dell KB216 Wired Multi-Media Keyboard English	13	-	-
275-BBBW	Black Dell MS116 Wired Mouse	13	-	-
325-BCZQ	No Cable Cover	13	-	-
379-BBCY	No Additional Cable Requested	13	-	-
817-BBBC	Not selected in this configuration	13	-	-
452-BDEK	OptiPlex All-in-One DVD+/-RW enclosed in Height Adjustable Stand, 5260 All-in-One	13	-	-
525-BBCL	SupportAssist	13	-	-
640-BBLW	Dell(TM) Digital Delivery Cirrus Client	13	-	-
658-BBMR	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	13	-	-
658-BBRB	Waves Maxx Audio	13	-	-
658-BCUV	Dell Developed Recovery Environment	13	-	-
658-BDVR	On Board Driver, OptiPlex 5260 AIO	13	-	-
620-AALW	OS-Windows Media Not Included	13	-	-
387-BBLW	Energy Star	13	-	-
391-BBPC	OptiPlex All-in-One Non-Touch Panel	13	-	-
340-ABJI	No Diagnostic/Recovery CD media	13	-	-
817-BBBB	No FGA	13	-	-
429-ABGY	No External ODD	13	-	-
650-AAAM	No Anti-Virus Software	13	-	-
632-BBBJ	CMS Software not included	13	-	-
329-BBJL	TPM Enabled	13	-	-
450-AAOJ	System Power Cord (Philipine/TH/US)	13	-	-
389-CGBB	Intel Core i5 Processor Label	13	-	-
389-BCGW	No UPC Label	13	-	-
340-AGIK	Safety/Environment and Regulatory Guide (English/French Multi-language)	13	-	-
461-AABF	No CompuTrace	13	-	-

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332-1286	US Order	13	-	-
610-BBXZ	Flexible Catalog Config 01, OptiPlex 5260 AIO	13	-	-
340-CDZI	Documentation, MUI, OptiPlex 5260	13	-	-
389-CXIB	Regulatory Label, Non Touch, OptiPlex 5260	13	-	-
340-CHGC	Ship Material for OptiPlex All-in-One DVD+/-RW enclosed in Height Adjustable Stand, 5260 All-in-One	13	-	-
631-ABRN	Intel Standard Manageability	13	-	-
409-BBCF	No Intel Rapid Start or Smart Connect	13	-	-
800-BBIO	Desktop BTO Standard shipment	13	-	-
997-8533	Dell Limited Hardware Warranty Plus Service	13	-	-
997-8603	ProSupport Plus: Accidental Damage Service, 4 Years	13	-	-
997-8613	ProSupport Plus: Keep Your Hard Drive, 4 Years	13	-	-
997-8623	ProSupport Plus: Next Business Day Onsite 4 Years	13	-	-
997-8643	ProSupport Plus: 7x24 Technical Support, 4 Years	13	-	-
365-0896	Client ProSupport Plus Asset Label without Company Name	13	-	-
377-8262	CFI,Information,VAL,CHASSISDEF,Factory Install	13	-	-

SKU	Description	Qty	Unit Price	Subtotal
	OptiPlex 5060 SFF	3	$1,030.59	$3,091.77
	Estimated delivery date: Jan. 2, 2019 **Contract No:** WN08AGW **Customer Agreement No:** 43211500-WSCA-15-ACS			
210-AOJZ	OptiPlex 5060 Small Form Factor CTO	3	-	-
338-BNZW	Intel Core i7-8700 (6 Cores/12MB/12T/up to 4.6GHz/65W); supports Windows 10/Linux	3	-	-
619-AHKN	Win 10 Pro 64 English, French, Spanish	3	-	-
630-AAPK	No Productivity Software	3	-	-
370-AEBG	16GB 2X8GB DDR4 2666MHz UDIMM Non-ECC	3	-	-
400-AWFO	3.5" 500GB 7200rpm SATA Hard Disk Drive	3	-	-
401-AANH	No Additional Hard Drive	3	-	-
490-BBFG	Intel Integrated Graphics, Dell OptiPlex	3	-	-

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325-BCXP	ODD Bezel, Small Form Factor	3	-	-
429-ABFH	8x DVD+/-RW 9.5mm Optical Disk Drive	3	-	-
385-BBNF	Media Card Reader	3	-	-
555-BDZU	Intel Wireless-AC 9560, Dual-band 2x2 802.11ac Wi-Fi with MU-MIMO + Bluetooth 5	3	-	-
555-BDZY	External Wireless Connectors and Antenna	3	-	-
555-BECT	Intel Wireless 9560 2x2 vPro Driver	3	-	-
492-BBFF	No PCIe add-in card	3	-	-
329-BDRI	OptiPlex 5060 Small Form Factor with 200W up to 85% efficient Power Supply (80Plus Bronze)	3	-	-
580-ADJC	Black Dell KB216 Wired Multi-Media Keyboard English	3	-	-
275-BBBW	Black Dell MS116 Wired Mouse	3	-	-
325-BCZQ	No Cable Cover	3	-	-
379-BBCY	No Additional Cable Requested	3	-	-
817-BBBC	Not selected in this configuration	3	-	-
575-BBBI	No Integrated Stand option	3	-	-
525-BBCL	SupportAssist	3	-	-
640-BBLW	Dell(TM) Digital Delivery Cirrus Client	3	-	-
658-BBMR	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	3	-	-
658-BBRB	Waves Maxx Audio	3	-	-
658-BCUV	Dell Developed Recovery Environment	3	-	-
658-BDVO	Software for OptPlex Systems	3	-	-
620-AALW	OS-Windows Media Not Included	3	-	-
387-BBLW	Energy Star	3	-	-
817-BBBB	No FGA	3	-	-
461-AAEE	Chassis Intrusion Switch SFF	3	-	-
575-BBKX	No Hard Drive Bracket for Small Form Factor, Dell OptiPlex	3	-	-
650-AAAM	No Anti-Virus Software	3	-	-
658-BBTV	CMS Essentials DVD no Media	3	-	-

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329-BBJL	TPM Enabled	3	-	-
450-AAOJ	System Power Cord (Philipine/TH/US)	3	-	-
551-BBBJ	No Intel Responsive	3	-	-
389-CGBC	8th Generation Intel Core i7 Processor Label	3	-	-
389-BCGW	No UPC Label	3	-	-
340-AGIK	Safety/Environment and Regulatory Guide (English/French Multi-language)	3	-	-
461-AABF	No CompuTrace	3	-	-
332-1286	US Order	3	-	-
610-BBXX	Flexible Catalog Config 01, OptiPlex 5060 SFF	3	-	-
340-CDZF	Documentation,English,French,Dell OptiPlex 5060 Small Form Factor	3	-	-
429-ABGY	No External ODD	3	-	-
389-CXHV	SFF EPA Regulatory LBL for Mexico	3	-	-
340-CDWZ	Ship Material for OptiPlex Small Form Factor	3	-	-
389-BBUU	Shipping Label for DAO	3	-	-
631-ABRK	Intel Standard Manageability	3	-	-
492-BCKH	No Additional Video Ports	3	-	-
800-BBIO	Desktop BTO Standard shipment	3	-	-
804-9043	Dell Limited Hardware Warranty Plus Service	3	-	-
804-9091	ProSupport Plus: Accidental Damage Service, 3 Years	3	-	-
804-9092	ProSupport Plus: Keep Your Hard Drive, 3 Years	3	-	-
804-9093	ProSupport Plus: Next Business Day Onsite 3 Years	3	-	-
804-9094	ProSupport Plus: 7x24 Technical Support, 3 Years	3	-	-
365-0896	Client ProSupport Plus Asset Label without Company Name	3	-	-
377-8262	CFI,Information,VAL,CHASSISDEF,Factory Install	3	-	-

SKU	Description	Qty	Unit Price	Subtotal
	Dell 24 Monitor - P2419H	3	$177.79	$533.37

Estimated delivery date: Dec. 12, 2018
Contract No: WN08AGW

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	Customer Agreement No: 43211500-WSCA-15-ACS			
210-AQDX	Dell 24 Monitor - P2419H	3	-	-
814-5380	Dell Limited Hardware Warranty	3	-	-
814-5381	Advanced Exchange Service, 3 Years	3	-	-

SKU	Description	Qty	Unit Price	Subtotal
	Dell Stereo Soundbar - AC511M	3	$32.12	$96.36
	Estimated delivery date: Jan. 6, 2019			
	Contract No: WN08AGW			
	Customer Agreement No: 43211500-WSCA-15-ACS			
520-AAOT	Kit - Dell Stereo USB SoundBar AC511M for PXX19 & UXX19 Thin Bezel Displays- SnP	3	-	-

Subtotal:	$19,141.71
Shipping:	$0.00
Environmental Fees:	$0.00
Estimated Tax:	$0.00
Total:	**$19,141.71**

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Unless you have a separate written agreement that specifically applies to this order, your order is subject to Dell's Terms of Sale (for consumers the terms include a binding arbitration provision). Please see the legal disclaimers below for further information.

Important Notes

Terms of Sale

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request: Dell's Terms of Sale (www.dell.com/learn/us/en/uscorp1/terms-of-sale), which include a binding consumer arbitration provision and incorporate Dell's U.S. Return Policy (www.dell.com/returnpolicy) and Warranty (for Consumer warranties ; for Commercial warranties).

If this purchase includes services: in addition to the foregoing applicable terms, the terms of your service contract will apply (Consumer;Commercial). If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA).

If your purchase is for Mozy, in addition to the foregoing applicable terms, your use of the Mozy service is subject to the terms and conditions located at https://mozy.com/about/legal/terms.

If your purchase is for Boomi services or support, your use of the Boomi Services (and related professional service) is subject to the terms and conditions located at https://boomi.com/msa.

If this purchase is for (a) a storage product identified in the DELL EMC Satisfaction Guarantee Terms and Conditions located at

http://www.emc.com/collateral/sales/dellemc-satisfaction-guarantee-terms-and-conditions_ex-gc.pdf("Satisfaction Guarantee") and (ii) three (3) years of a ProSupport Service for such storage product, in addition to the foregoing applicable terms, such storage product is subject to the Satisfaction Guarantee.

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.**
Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

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Skip to Main Content

Department of Management Services

Florida Department of Management Services > Business Operations > State Purchasing > State Contracts and Agreements > Alternate Contract Source > Computer Equipment, Peripherals, and Services

<< Return

Computer Equipment, Peripherals, and Services43211500-WSCA-15-ACS

Contract Details

Effective Period	09/30/2015 through 03/31/2020
Contract Type	Alternate Contract Source
Contract Information	• Contractors • Pricing Product Categories How to Use This Contract Employee Discounts
Contract Documents	Master Agreements Participating Addenda Amendments and Memorandums
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, Ciara, Cisco, CTL, Dell, EMC, Firefly, Fujitsu, Hitachi, Howard, HP, IBM, Lenovo, Microsoft, Microtech, NetApp, Nimble, Panasonic, Pure Storage, Samsung, Transource, and Xiotech.

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AMENDMENT NO.: 1 - Renewal

PARTICIPATING ADDENDUM
NASPO ValuePoint Cooperative Procurement Program
COMPUTER EQUIPMENT MASTER AGREEMENT
Master Agreement No: MNWNC-101
Dell Marketing LP
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 Dell Marketing LP ("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. Transaction Fees. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), Florida Statutes. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, Florida Administrative Code, or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees, when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

II. 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.

III. 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.

IV. 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.

V. 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.

VI. 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.

VII. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect.

Contractor Participating Addendum Contact

Name	Katherine Dunay
Address	One Dell Way, Mail Stop RR 1-33, Round Rock, Texas 78682
Telephone	512-723-0818
Fax	512-283-9092
E-mail	Katherine_Dunay@Dell.com

Participating State Contact

Name	Jeremy Williams
Address	Florida Department of Management Services 4050 Esplanade Way, Suite 360, Tallahassee, FL 32399-0950
Telephone	850-414-6740
Fax	850-414-8331
E-mail	Jeremy.Williams@dms.myflorida.com

State of Florida,
Department of Management Services

By: _____

Name: Erin Rock

Title: Chief of Staff

Date: 3-27-17

Dell Marketing LP

By: _____

Name: Cuauhtemoc L. Gilkinson

Title: Contracts Manager

Date: 3/7/2017

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
3/3/15

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 Kahrel
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

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 12/18/2018

REQUESTED ACTION BY COMMISSION: Approve the "Monarcha" record plat, conditioned on the approval being the certification of the plat documents by the City Engineer.

EXPLANATION OF REQUEST:
Approve the record plat that supports the development of the subdivided land in accordance with the Site Development plan titled “Monarcha”

The subject plat has been reviewed by the Utilities Department, Planning and Zoning Division, Building Division, Engineering Division, and the City’s consulting surveyor, to ensure conformance with the site plan approval and the applicable State and City’s platting and zoning requirements.

Staff recommends approval of the record plat as presented subject to final signatures by the City Engineer and Mayor.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? The proposed development cannot be implemented until this proposed recorded plat (and construction plans) have received technical compliance pursuant to the Land Development Regulations. The Land Development Permit (LDP) cannot be issued until the proposed plat is acceptable for recording with the Clerk of the Circuit Court of Palm Beach County, Florida. Construction permitting commences after the issuance of the LDP.

FISCAL IMPACT:

ALTERNATIVES: The proposed development will continue in abeyance until the proposed record plat is received in acceptable form, and the construction plans have been approved for permitting.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

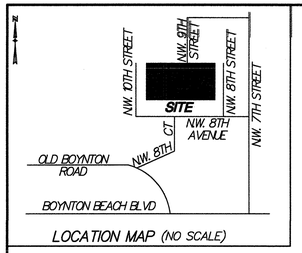
CLIMATE ACTION DISCUSSION:

Is this a grant?

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Attachment	Monarcha Plat and Survey



LOCATION MAP (NO SCALE)

M O N A R C A

BEING A REPLAT OF TRACT 19, SUBDIVISION OF SECTIONS 20 AND 29, TOWNSHIP 45 SOUTH RANGE 43 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 20 (P.R.P.B.CO.), BEING IN SECTION 20, TOWNSHIP 45 SOUTH, RANGE 43 EAST, CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA

JANUARY 2018

THIS INSTRUMENT WAS PREPARED BY PAUL D. ENGLE, IN THE OFFICE OF O'BRIEN, SUITER & O'BRIEN, INC., 955 N.W. 17TH AVENUE, SUITE K-1, DELRAY BEACH, FLORIDA 33445 (561) 276-4501

COUNTY OF PALM BEACH
STATE OF FLORIDA

THIS PLAT WAS FILED FOR RECORD AT_____

THIS _____ DAY OF _____

2018, AND DULY RECORDED IN PLAT BOOK NO.

_____ ON PAGE _____

SHARON R. BOCK, CLERK AND COMPTROLLER

BY _____ D.C.

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT J B A REALSTATE, LLC, A FLORIDA LIMITED LIABILITY COMPANY, OWNERS OF THE LAND SHOWN HEREON BEING A REPLAT OF TRACT 19, SUBDIVISION OF SECTIONS 20 AND 29, TOWNSHIP 45 SOUTH, RANGE 43 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 20 (P.R.P.B.CO.), BEING IN SECTION 20, TOWNSHIP 45 SOUTH, RANGE 43 EAST, CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA, SHOWN HEREON AS "MONARCA", BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT 19, SUBDIVISION OF SECTIONS 20 AND 29, TOWNSHIP 45 SOUTH, RANGE 43 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 20, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

SAID PARCEL CONTAINING 110,684 SQUARE FEET OR 2.541 ACRE MORE OR LESS.

HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND DO HEREBY DEDICATE AS FOLLOWS:

LOTS 1 THROUGH 10, INCLUSIVE, ARE HEREBY PLATTED FOR PRIVATE PURPOSES AS ALLOWED PURSUANT TO THE PLANNING AND ZONING REGULATIONS OF THE CITY OF BOYNTON BEACH.

TRACT "A" IS HEREBY DEDICATED TO THE CITY OF BOYNTON BEACH AS PUBLIC RIGHT OF WAY FOR STREET AND UTILITY PURPOSES.

ALL GENERAL UTILITY (G.U.) EASEMENTS ARE MADE TO ANY PUBLIC OR PRIVATE UTILITY, SUCH AS BUT NOT LIMITED TO STORM DRAINAGE, ELECTRIC POWER, GAS SERVICE, TELEPHONE LINES AND CABLE TELEVISION; PROVIDED HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITY AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

IN WITNESS WHEREOF, THE ABOVE NAMED FLORIDA LIMITED LIABILITY COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED ITS _____(TITLE) AND ITS COMPANY SEAL TO BE AFFIXED HERETO BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS, THIS _____ DAY OF _____, 2018.

J B A REALSTATE, LLC
A FLORIDA LIMITED LIABILITY COMPANY

WITNESS:_____ BY: _____
PRINT NAME: NAME:
TITLE:

WITNESS:_____
PRINT NAME:

ACKNOWLEDGEMENT:

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME PERSONALLY APPEARED _____ WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION, AND WHO EXECUTED THE FOREGOING INSTRUMENT AS _____(TITLE) OF J B A REALSTATE, LLC, A FLORIDA LIMITED LIABILITY COMPANY AND SEVERALLY ACKNOWLEDGED TO AND BEFORE ME THAT (HE/SHE) EXECUTED SAID INSTRUMENT AS SUCH OFFICER OF SAID LIMITED LIABILITY COMPANY, AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE COMPANY SEAL OF SAID COMPANY AND THAT IT WAS AFFIXED TO SAID INSTRUMENT BY DUE AND REGULAR COMPANY AUTHORITY, AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2018.

MY COMMISSION EXPIRES: _____
NOTARY PUBLIC
NAME:_____
COMMISSION NO.:_____

RECEIVED
OCT 10 2018
PLANNING & ZONING
BUILDING DIVISION

CITY OF BOYNTON BEACH APPROVAL:

STATE OF FLORIDA: COUNTY OF PALM BEACH:

THE CITY OF BOYNTON BEACH, FLORIDA, AND IN ACCORDANCE WITH CHAPTER 5, LAND DEVELOPMENT REGULATIONS, THIS _____ DAY OF _____, 2018.

MONARCA IS HEREBY APPROVED FOR RECORD THIS _____ DAY OF _____, 2018.

BY:_____
GARY R. DUNMYER, P.E.
CITY ENGINEER

BY:_____
STEVEN B. GRANT
MAYOR

ATTEST (AS TO BOTH):_____
JUDITH PYLE, CMC.
CITY CLERK

TITLE CERTIFICATION:

STATE OF FLORIDA
COUNTY OF PALM BEACH

I, _____, A DULY LICENSED ATTORNEY IN THE STATE OF FLORIDA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE HEREON DESCRIBED PROPERTY; THAT I FIND THE TITLE TO THE PROPERTY IS VESTED TO J B A REALESTATE, LLC, A FLORIDA LIMITED LIABILITY COMPANY; THAT THE CURRENT TAXES HAVE BEEN PAID; THAT THEIR ARE NO MORTGAGES; AND THAT THERE ARE NO ENCUMBRANCES OF RECORD.

DATE: _____

_____
NAME:
ATTORNEY STATE OF FLORIDA

SURVEYOR'S CERTIFICATE:

THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS (P.R.M.'S) AND MONUMENTS HAVE BEEN PLACED AS REQUIRED BY LAW; AND FURTHER, THAT THE SURVEY DATA COMPLIES WITH ALL REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED, AND THE ORDINANCES OF THE CITY OF DELRAY BEACH.

DATE_____

_____
PAUL D. ENGLE
SURVEYOR AND MAPPER NO. 5708
O'BRIEN, SUITER & O'BRIEN, INC.
955 N.W. 17TH AVENUE, SUITE K-1
DELRAY BEACH, FLORIDA 33445
CERTIFICATE OF AUTHORIZATION NO. 353

REVIEWING SURVEYOR:

THIS IS TO CERTIFY THAT THE UNDERSIGNED PROFESSIONAL SURVEYOR AND MAPPER, UNDER CONTRACT WITH THE CITY OF BOYNTON BEACH, FLORIDA, HAS REVIEWED THIS PLAT ON MONARCA, AS REQUIRED BY CHAPTER 177.081(1), FLORIDA STATUTES, AND FINDS THAT IT COMPLIES WITH ALL REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES.

DATED: _____

_____
JOHN T. DOOGAN, PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION NO. 4409
AVIROM & ASSOCIATES, INC.
LB. NO. 3300
50 S.W. 2ND AVENUE
BOCA RATON FL. 33432

NOTES:

ALL BEARINGS SHOWN HEREON ARE RELATIVE TO THE SOUTH LINE OF TRACT 19, (PLAT BOOK 7, PAGE 20), HAVING AN ASSUMED BEARING OF N.86°48'35"E.

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

THE CITY OF BOYNTON BEACH IS HEREBY GRANTED THE RIGHT OF ACCESS FOR EMERGENCY AND MAINTENANCE PURPOSES.

THIS INSTRUMENT WAS PREPARED BY PAUL D. ENGLE, IN THE OFFICE OF O'BRIEN, SUITER & O'BRIEN, INC., 955 N.W. 17TH AVENUE, SUITE K-1, DELRAY BEACH, FLORIDA 33445 (561) 276-4501

PERMANENT REFERENCE MONUMENTS ARE SHOWN THUS: ◯

THERE SHALL BE NO BUILDINGS OR ANY KIND OF CONSTRUCTION PLACED ON WATER, SEWER OR DRAINAGE EASEMENTS. NO STRUCTURES SHALL BE PLACED WITHIN A HORIZONTAL DISTANCE OF 10 FEET FROM ANY EXISTING OR PROPOSED CITY OF BOYNTON BEACH MAINTAINED WATER, SEWER OR DRAINAGE FACILITIES. CONSTRUCTION OR LANDSCAPING UPON MAINTENANCE OR MAINTENANCE ACCESS EASEMENTS MUST BE IN CONFORMANCE WITH ALL BUILDING AND ZONING CODES AND/OR ORDINANCES OF THE CITY OF BOYNTON BEACH.

THERE SHALL BE NO TREES OR SHRUBS PLACED ON UTILITY EASEMENTS WHICH ARE PROVIDED FOR WATER AND SEWER USE OR UPON DRAINAGE EASEMENTS. LANDSCAPING ON ANY OTHER UTILITY EASEMENTS SHALL BE ALLOWED ONLY AFTER CONSENT OF ALL UTILITY COMPANIES OCCUPYING SAME.

CITY OF BOYNTON BEACH

CITY ENGINEER

SURVEYORS SEAL

REVIEWING SURVEYORS SEAL

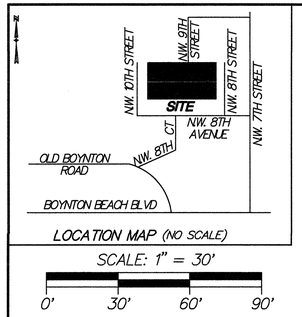
Y:\GENERAL CADD\Gadd\17-52.gpd -- 09/27/2018 -- 02:00 PM -- Scale 1 : 360.0000

M O N A R C A

BEING A REPLAT OF TRACT 19, SUBDIVISION OF SECTIONS 20 AND 29, TOWNSHIP 45 SOUTH RANGE 43 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 20 (P.R.P.B.CO.), BEING IN SECTION 20, TOWNSHIP 45 SOUTH, RANGE 43 EAST, CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA

JANUARY 2018

THIS INSTRUMENT WAS PREPARED BY PAUL D. ENGLE, IN THE OFFICE OF O'BRIEN, SUITER & O'BRIEN, INC., 955 N.W. 17TH AVENUE, SUITE K-1, DELRAY BEACH, FLORIDA 33445 (561) 276-4501



LOCATION MAP (NO SCALE)

SCALE: 1" = 30'

0' 30' 60' 90'

LEGEND:

℄ = CENTERLINE

P.R.M. = PERMANENT REFERENCE MONUMENT (4"X4" CONCRETE MONUMENT STAMPED "PRM LB353) UNLESS STATED OTHERWISE

P.R.P.B.CO. = PUBLIC RECORDS OF PALM BEACH COUNTY

SECTION 20/45/43 = SECTION 20, TOWNSHIP 45 SOUTH, RANGE 43 EAST

C.A. = CENTRAL ANGLE

C.B. = CHORD BEARING

COUNTY OF PALM BEACH
STATE OF FLORIDA

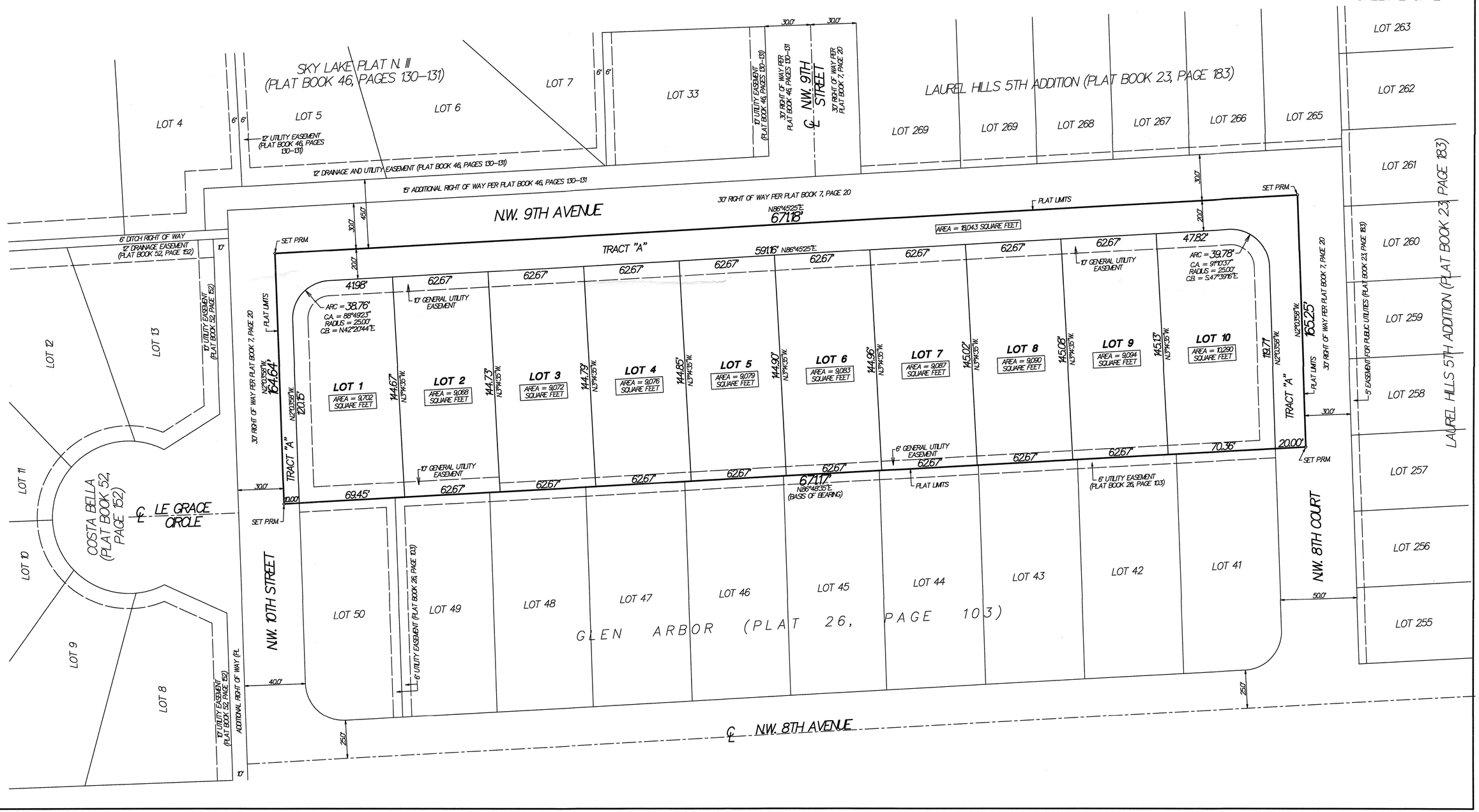
THIS PLAT WAS FILED FOR RECORD AT _____

THIS _____ DAY OF _____

2018, AND DULY RECORDED IN PLAT BOOK NO. _____ ON PAGE _____

SHARON R. BOCK, CLERK AND COMPTROLLER

BY _____ D.C.



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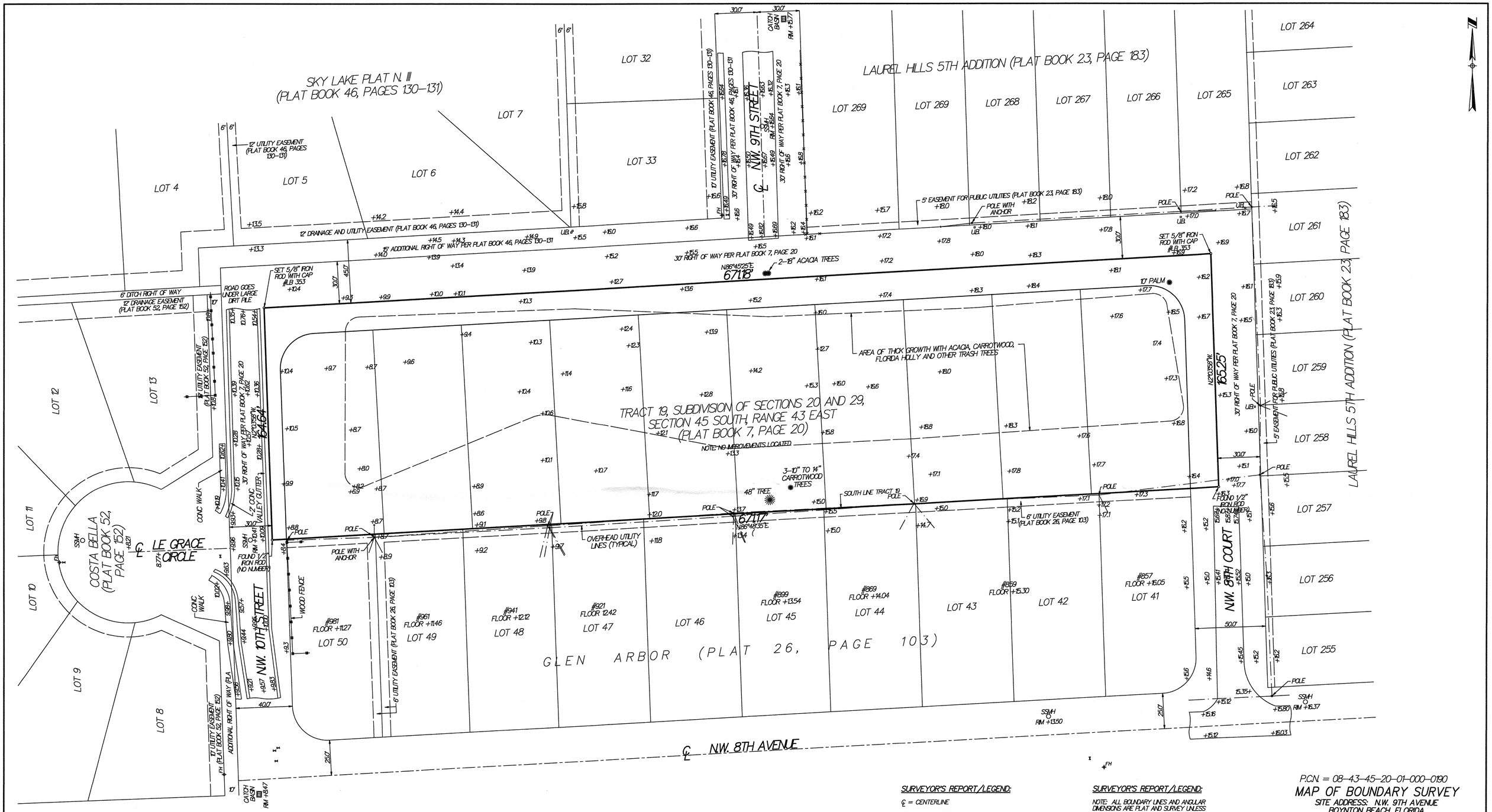

DESCRIPTION:

TRACT 19, SUBDIVISION OF SECTIONS 20 AND 29, TOWNSHIP 45 SOUTH, RANGE 43 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 20, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

CONTAINING 110,684 SQUARE FEET OR 2.541 ACRES MORE OR LESS.

SURVEYOR'S REPORT/LEGEND:

℄ = CENTERLINE

CONC = CONCRETE

A/C = CONCRETE A/C PAD

W.M. = WATER METER

F.H. = FIRE HYDRANT

⧖ = WATER VALVE

SSMH = SANITARY SEWER MANHOLE

C.O. = SANITARY SEWER CLEAN OUT

THE SOUTH LINE OF TRACT 19 (PLAT BOOK 7, PAGE 20) IS ASSUMED TO BEAR N86°48'35"E.

+10.45 = ELEVATION BASED ON NORTH AMERICAN VERTICAL DATUM 1988. SOURCE: FLORIDA GEOLOGICAL SURVEY BENCH MARK "C–98"

SURVEYOR'S REPORT/LEGEND:

NOTE: ALL BOUNDARY LINES AND ANGULAR DIMENSIONS ARE PLAT AND SURVEY UNLESS STATED OTHERWISE.

ALL DIMENSIONS SHOWN HEREON ARE BASED ON THE STANDARD U.S. FOOT.

THIS SURVEY HAS ACHIEVED A MINIMUM LEVEL OF CLOSURE OF 1 FOOT IN 10,000 FEET AS REQUIRED FOR COMMERCIAL/HIGH RISK PROPERTY CLOSURE WAS ACHIEVED BASED ON A REDUNDANCY OF MEASUREMENTS FOR VERTICAL, HORIZONTAL AND ANGULAR DIMENSIONS.

NO SUBSURFACE SEARCH WAS MADE FOR UTILITIES OR UNDERGROUND FOOTERS

P.C.N. = 08–43–45–20–01–000–0190

MAP OF BOUNDARY SURVEY

SITE ADDRESS: N.W. 9TH AVENUE
BOYNTON BEACH, FLORIDA

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS 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.

Paul D. Engle

PAUL D. ENGLE
SURVEYOR & MAPPER #5708

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

O'BRIEN, SUITER & O'BRIEN, INC.
LAND SURVEYORS
CERTIFICATE OF AUTHORIZATION #LB353
SURVEYOR AND MAPPER IN RESPONSIBLE CHARGE: PAUL D. ENGLE
955 N.W. 17TH AVENUE, SUITE K–1, DELRAY BEACH, FLORIDA 33445
(561) 276–4501 732–3279 FAX 276–2390

DATE OF SURVEY		SCALE:
OCT. 16, 2017		1" = 30'
FIELD BOOK / PAGE NO.		ORDER NO.:
B.177 / 63		17–52db

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CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 12/18/2018

REQUESTED ACTION BY COMMISSION:
Approve the minutes from City Commission meetings held on November 20th and December 4th, 2018.

EXPLANATION OF REQUEST:
The City Commission met on November 20 and December 4, 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 11-20-18
🗋	Minutes	Minutes 12-4-18

MINUTES OF THE REGULAR CITY COMMISSION MEETING HELD ON TUESDAY, NOVEMBER 20, 2018, AT 6:30 P.M. AT THE INTRACOASTAL PARK CLUBHOUSE, 2240 N. FEDERAL HIGHWAY, BOYNTON BEACH, FLORIDA

PRESENT:

Steven B. Grant, Mayor
Christina Romelus, Vice Mayor
Justin Katz, Commissioner (arrived 7:06pm)
Mack McCray, Commissioner

Lori LaVerriere, City Manager
Shana Bridgeman, City Attorney
Judith A. Pyle, City Clerk

1. OPENINGS

A. Call to Order

Vice Mayor Romelus called the meeting to order at 6:30 p.m.

Invocation

Commissioner McCray gave the invocation.

Pledge of Allegiance to the Flag led by Vice Mayor Romelus.

Roll Call

City Clerk Pyle called the roll. A quorum was present.

Agenda Approval:

1. Additions, Deletions, Corrections

Mayor Grant requested items 2.B and 2.C be moved to New Business Items B and C.

Commissioner McCray added three items under Announcements: Library Food Drive, the partnership between the Fair Housing of Palm Beach County and would like staff to speak about the meeting at Carolyn Sims Center for December 3, 2018.

Mayor Grant indicated he would like to add an Announcement for the Garden Club.

2. Adoption

Motion

Vice Mayor Romelus 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 McCray met with Chief Gregory and representatives of Village Royale on the Green. Advised they had an excellent meeting and developed a partnership. Pointed out this group does a lot for this City and needs to be recognized. Attended the Veteran's Day celebration. Mayor Grant thanked Commissioner McCray for his attendance at the Veteran's Day Celebration.

Vice Mayor Romelus pointed out some historic events in Palm Beach County. Mack Bernard has been elected as Mayor of Palm Beach County as well as Vice Mayor Dave Cerner.

Mayor Grant attended the Palm Beach County Transportation Planning Agency (TPA) training meeting on October 18th. October 19th Mayor Grant's dog Daisy passed away. October 22nd met with Don Kolodz, Senior Vice President of Discover the Palm Beaches. October 24th attended the Florida Redevelopment Association (FRA) conference in Fort Myers. October 25th Mayor Grant was the key note panelist addressing housing in Boynton Beach. October 27-28th attended Pirate Fest. Mayor Grant won the Bill Tome Golf tournament for civilians. October 29th met with representatives of Memorial Healthcare system opening a hospital in Wellington, also known as the Joe DiMaggio Children's Center. Met with Connect to Greatness. Thanked Texas Roadhouse for hosting the Tip a Cop event. They donated a portion of their proceeds to the City of Boynton Beach Police Department. Attended the South Central Regional Wastewater and Treatment and Disposal Board (SCRWTDB) meeting. October 30th attended Discover the Palm Beaches annual event and toured the new Venture X in Palm Beach. October 31st attended the Community Green tour in Delray. Mayor Grant requested the Community Green item be placed on Future Agenda. Discussed the Green Business program with Rebecca Harvey, Sustainability Coordinator and Colin Groff, Assistant City Manager.

Attended the City of Boynton Beach Special Commission meeting. November 6th attended the National League of Cities meeting in Los Angeles. Toured the port in Los Angeles. Reviewed their new Blue job incubator. Explained the City has repurposed a 60,000 square building which allowed a public/private partnership. Met with Los Angles Mayor Eric Garcetti at the Mayor's mansion. Attended some great classes. Evaluated a great redlining display. November 13th attended End Homeless breakfast at the Lord's Place. Attended the Healthier Boynton Beach 2nd Annual Care Giver's event. Commended Richard Petty for a wonderful job he was doing providing resources to those affected with homelessness. November 15th attended the South Tech summit. Announced it was amazing to see what was happening at the school. Stated South Tech was moving to

Odyssey in unincorporated Boynton Beach in 2020. Met with an Opportunity Zone Fund Manager. He thanked David Scott, Director of Economic Development for Boynton Beach regarding the districts being incorporated into the Opportunity Zones. Requested a special meeting for business and residential owners to address new investment vehicles available. Attended the demolition of the old City Hall building. Thanked Colin Groff and Eleanor Krusell for hosting a wonderful demolition party. Attended the Jurist of the Year ceremony for the Palm Beach County Trial Justice Association. The recipient of the award was Justice Barbara Pariente. Justice Pariente was no longer able to serve because of her age. Noted this rule on age limit has been rescinded. Attended the 1st annual career day for Boynton Beach High School. Encouraged seniors to attend the Commission meetings. Inquired what can be done to open internships for the local high school students. November 17th attended the Caridad Center event in unincorporated Boynton Beach. Attended Steve Abrams farewell party and congratulated him on his new job as the South Florida Regional Transit Association Executive Director. November 20th attended Pure-age hosted by the HATT Foundation, and handed out over 2000 turkeys for Thanksgiving. Attended a meeting with a young student from Oxbridge Academy which had empirical evidence of the damages and dangers of septic systems. Because of trace elements of ibuprofen in the waters the student was able to determine the increased level of nitrogen was coming from the septic system. Mayor Grant indicated he hoped the new representative would create new legislation to force homeowners to move away from septic systems.

Vice Mayor Romules suggested the Mayor meet with David Scott and bring forward a presentation on options for local businesses. Mayor Grant agreed.

Commissioner Katz had no disclosures.

B. Make an appointment to fill the vacancy existing in Commission District 4.
(Item heard under New Business)

C. Swear in the newly appointed Commissioner.
(Item heard under New Business)

3. ANNOUNCEMENTS, COMMUNITY & SPECIAL EVENTS & PRESENTATIONS

A. Presentation by Joe Russo founder of "The 1909".

Joe Russo, Executive Director of the Palm Beach Tech Association, stated the community initiative "1909" was named because Palm Beach County was founded in 1909. Their group identified four gaps responsible for business failure: affordable workspace, consistent mentorship, business education, access to capital. 1909 goal was to bridge those gaps and work with local governments and other non-profits. Working together they can create a foundation for businesses to succeed.

Mr. Russo explained the four stages of the program from focusing, directing, competition to the final goal to having their own business. Explained the accelerator program which help and engages entrepreneurs to bring their ideals into focus and reality through education, mentorship and micro financing. Noted the Kauffman foundation named South Florida as number one in startup business activity. Explained 1909 provided monthly membership which was based on the co-working program. Provided the different types of memberships such as the Office membership for those star-up and for small companies that need a dedicated private office. Mr. Russo stated he was hopeful to serve Boynton Beach.

Vice Mayor Romelus requested information for residents wishing to receive additional information. Mr. Russo responded the resident are able to visit the website.

Commissioner McCray inquired if the City signed up with 1909. Mr. Russo responded no.

Commissioner McCray requested the City logo be taken off of the presentation, until such time the City of Boynton Beach becomes a client. Please stop using the Boynton Beach logo.

Mr. Russo stated this was done as a presentation. He will make sure the City logo was taken off of future presentations.

B. Presented the Park Rangers to the Commission

Wally Mayors, Director of Parks and Recreation stated the Park Rangers have been hired. Explained the City needed to bring on a few more Park Rangers.

Wayne Carrels, Park and Recreation Crew Leader explained the residents around the parking lots are appreciative of a clean area. The residents around the gated parking lot no longer need to call law enforcement to have unattended cars removed.

Jesse Gonzalez, Park Ranger said they have received good comments and feedback since the Park Rangers came onboard about a month ago.

Percy Ealy, Park Ranger explained they are patrolling the parks and keeping the City safe.

Commissioner McCray stated he was happy to finally have the Park Rangers in the City. Asked if there had been any problems requesting patrons to leave the park?

Mr. Garcia stated he has not encountered any problems. Everyone has been very respectful when requested to leave.

Vice Mayor Romelus welcomed the Park Rangers.

C. Proclaim November 24, 2018 as Small Business Saturday.

Mayor Grant proclaimed November 24, 2018 as Small Business Saturday.
Rick Maharajh, representing the Boynton Beach Chamber of Commerce, was the Chairman for the Ambassadors program. Their membership was about 450 business members strong. Thanked the Commission for this great recognition and it was greatly appreciated.

D. Announce Public Works Solid Waste Division will be having its annual Tire Amnesty Week for City residents beginning December 3rd, 2018 and ending December 7th, 2018.

Davidson Monestime, Solid Waste Manager, wanted to take the opportunity to introduce Jonele Luma.

Jonele Luma, Administrative Associate, announced Tire Amnesty Week, December 3-7th, 2018. Explained the Public Works Department will collect up to 8 tires with or without rims on the resident's individual bulk pickup day.

Commissioner McCray suggested the Solid Waste Department partner with Community Standards regarding Tire Amnesty week.

Vice Mayor Romelus agreed with Commissioner McCray's suggestion. There was time for collaboration between the two divisions. Mr. Monestime responded he would coordinate with Community Standards.

Mr. Monestime advised the City Solid Waste Department collected approximately 400 tires which equaled 4.4 tons last year.

E. City Hall will be closed for the Thanksgiving holiday on Thursday, November 22 and Friday, November 23, 2018.

Mayor Grant announced City Hall would be closed November 22-23, 2018 in celebration of Thanksgiving.

Vice Mayor Romelus wished everyone a Happy Thanksgiving.

Commissioner McCray wished everyone a Happy Thanksgiving on behalf of the staff and the great citizens of Boynton Beach.

F. Announce that Palm Beach County Property Appraisers office will be manning a table at the Senior Center to provide Boynton Beach residents with information on how to file for Homestead Exemption from 1:30pm - 2:30pm on the following dates:

Tuesday, December 11, 2018

Mayor Grant announce Palm Beach County Property Appraiser will be manning a table at the Senior Center to provide the residents of Boynton Beach with information regarding filing for a Homestead Exemption. Mayor Grant noted on Tuesday, December 11, 2018 was the last time this year for this program.

G. Announcement by Eleanor Krusell of a workshop for open spaces.

Eleanor Krusell, Public Communications & Marketing Director, announced the City would be having another Public Input meeting for open spaces and playgrounds. This meeting was being held at the Carolyn Sims Center on December 5, 2018 from 5:30 pm to 7:30 pm. Encouraged all families to come and provide their input. Children are welcomed.

H. Proclaim December 1, 2018 as World AIDs Day. Winsy Marcellus will be present to accept the proclamation.

Mayor Grant proclaimed December 1, 2018 as World AIDs Day.

I. Announcement by Eleanor Krusell, Public Communications & Marketing Director, regarding the 48th Annual Holiday Parade and Light up the Park.

Eleanor Krusell, Public Communications & Marketing Director announced the 48th Annual Holiday Parade taking place on Federal Highway. Indicated the City has over 50 entries which was a record breaking year. This year they would have Light up the Park at Dewy Park at 6 :00 pm. The City will be announcing the selected Grand Marshall.

J. Library Food Drive

Craig Clark, Library Director noted the Library was holding its annual Food for Fines. Explained each nonperishable can donated would reduce the fine by one dollar per can of non-perishable. These funds support the Community Caring Center of Boynton Beach.

K. Press Release for the Partnership with Fair Housing.

Assistant City Attorney Bridgeman, explained arose from the Housing Urban Development (HUD) complaint which was filed against the City. As part of the settlement between the City and the complainants, Fair Housing and Dr. Love Predelus, the City came up with a partnership with Fair Housing. She explained it was uncovered as part of negotiating the settlement there was an apparent lack of communication between the City and the Community. The complainant's position was they were not aware and did not receive enough information from the City about their opportunity to seek reasonable accommodations. The City has an ordinance in place which spells out the opportunity for reasonable accommodations. The City was tasked with ensuring the residents are

educated in a more progressive and a more proactive basis to make sure the community was aware of the reasonable accommodation ordinance.

Mayor Grant asked if there was a monetary settlement. Assistant City Attorney Bridgeman responded in the affirmative. The original amount requested was $250,000, the City settled for $20,000.

Commissioner McCray inquired as to who was responsible to make sure the community was aware of the reasonable accommodation. Asked if this fell within the purview of the City Manager's office. He requested updates. Pointed out he does not want this to happen again. Assistant City Attorney Bridgeman responded this would include all City staff.

Commissioner McCray requested an update when staff training was completed.

Ms. LaVerriere responded there were some very specific timelines and actions within the agreement which the City made with HUD. The Commission will receive regular updates.

L. Workshop at the Carolyn Sims Center

Commissioner McCray requested Chief Gregory come forward and explain the Workshop at Sara Sims Center. He asked Chief Gregory if the City could utilize the neighborhood police officers to distribute flyers to the stores and churches in District II.

Police Chief Gregory announced the Police Department was having a community engagement meeting at the Carolyn Sims Center at 6:00 pm at on December 3, 2018. Invited everyone to come out and listen to some presentations about the operations and status of the Police Department. Chief Gregory noted flyers and pamphlets were distributed to the local churches and stores, as suggested at the last Commission meeting. The department will have zone officers as well as neighborhood officers that work in that area.

Commissioner McCray understood the Commissioners were not allowed to speak at the meeting because of the Sunshine law. Requested a feedback survey.

M. Boynton Beach Gardens Club Plant Sharing program

Mayor Grant announced on December 28, 2018, the Boynton Beach Gardens Club would use the $500 from the community support funds given last year to provide a plant sharing program. Anyone willing to drive by 103 N.W. 6th Avenue to see the Boynton Hills neighborhood new park, would receive a free plant. The hours of the plant sharing was from 3:00-6:00 pm.

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)

Susan Oyer, 140 SE 27 Way, wanted to bring up the absences on the Arts Committee and Planning and Development Board. Suggested having a tardy policy.

Commissioner McCray stated the City Clerk has always provided an updated to the Commission when board members were absent.

Vice Mayor Romelus asked if there was an ordinance regarding attendance and being removed from the board.

Mayor Grant requested the City Clerk update the Commission on the attendance policy.

Ellen Santulli, a former resident and homeowner, spoke about the wrongful death of her son on November 1, 2018. Because of lack of response with the Boynton Beach Police Department her son died. There have been numerous conversations with various members of the Police Department including Chief Gregory. Ms. Santulli had officers laugh at her. Called to speak with the City Manager and she did not return her call. The Commission needed to be aware of what was going on in the Boynton Beach Police Department. Said 17 years ago the Police department fractured her family and now her son was deceased. This was a direct result of being too lazy to do their job.

Commissioner McCray pointed out the incident happened November 1, 2018. The officers may not have been at liberty to disclose information.

Mayor Grant suggested Ms. Santulli speak with an attorney.

Jerry Taylor,1086 SW 26 Avenue, informed the Commission, former Commissioner Shirley Jaskiewicz passed away. Please remember her in your prayers.

Carl Sloan, 39 Hampshire Lane, has been President of the Club and presently he is the Chair of the Governmental Relation Committee. The members attend the Commission meeting to stay abreast of what was happening in regards to the neighborhood. Mr. Sloan informed the Commission the Club has improved its facility and wanted to provide a tour to the City Manager and Commission in the New Year.

Barbara Bernadine 9873 Lawrence Road Boynton Beach, thanked all the employees which makes this City livable. This includes all the men and women who work behind the scene as well as those in uniform. Stated the Mayor mentioned an initiative for internships within the City. She was in support of this initiative.

Kevin Homer, 2505 Lake Drive North, spoke about Boynton Cares last clean-up on November 4, 2018, brought in some new faces. One of the volunteers stated the pollution not only affect the animals and the environment, but effects human being as well. Pointed out that plastic was only about 100 years old. Stated they do not know the effects of plastics to humans as yet. Pollution will affect not only today's generation but the next generation as well. He thanked the Palm Beach Post for the article which included national recording artists Edwin McCain and William Taylor, CEO of Logger Head Marina written letters praising the City of Boynton Beach and Boynton Cares efforts to protect the environment. Mr. Homer had the opportunity to speak at Morikami Park Elementary in Delray Beach. It turned into an open discussion. Special thank you to the last group of volunteers. He was excited when Commissioner McCray indicated the Park Rangers were long overdue.

Herb Suss, 1711 Wood Fern Drive, former Marine veteran, was upset and ashamed of the President. Our leader failed to go to the cemetery about the WWI veterans. This was shameful. He was supposed to be for the military. Most veterans are very bitter. Indicated there was a fascist leader. The President was using Hitler's playbook. The President was a racist. The house Republicans are complacent. They are President Trump's party. McConnell was a slimy person. The next election coming up. The President wants to run and cancel the elections.

Vice Mayor Romelus requested Mayor Grant put a stop to the rude and inappropriate behavior when anyone was speaking at the podium.

Dr. Piotr Blass, 113 Tara Lakes Drive W, offered condolences to Mayor Grant on the passing of Daisy. Pointed out he was a write in candidate for Governor. The recent election was handled very badly. He does not appreciate the insults regarding Hitler's playbook, as he was a holocaust survivor. The City of Boynton Beach has a good Mayor and Commission. Explained some of his ideas.

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:

Building Board of Adjustments & Appeals: 1 Reg and 2 Alts
Education and Youth Advisory Board: 2 STU
Community Redevelopment Advisory Bd: 1 Reg
Recreation & Parks Bd: 1 Reg

Mayor Grant announced all vacancies have been merged into the annual reappointments scheduled for the December 4, 2018 Commission meeting.

Mayor Grant inquired of the City Clerk if everyone would need to reapply. Commissioner McCray asked Clerk Pyle to clarify who needs to reapply. Clerk Pyle responded everyone whose term was expiring would need to apply.

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. R18-166** - Assess the cost of nuisance abatement on properties within the City of Boynton Beach..

B. **PROPOSED RESOLUTION NO. R18-167** - Amend the FY 2018-2019 budget, which will adjust budgeted appropriations and revenue sources and provide spending authority for the Capital Improvement Fund (302) to provide appropriation for repairs and painting of the 1913 Schoolhouse Children's Museum & Learning Center for $58,000.

C. **PROPOSED RESOLUTION NO. R18-168** - Amend the FY 2018-2019 budget, which will adjust budgeted appropriations and revenue sources and provide spending authority for the Capital Improvement Fund (302) as it relates to a ILA with the CRA that was previously approved.

D. **PROPOSED RESOLUTION NO. R18-169** - Authorize the Mayor to accept the Department of Justice FY 2018 Justice Assistance Grant (JAG) (2018-DJ-BX-0424) and to sign any required documents associated with the grant, subject to the approval of the City Attorney.

E. **PROPOSED RESOLUTION NO. R18-170** - Approve and authorize the Mayor to sign a land use agreement between the City of Boynton Beach and Journey Church for the 48th Annual Holiday Parade and Light Up the Park to be held Saturday, December 1, 2018.

F. **PROPOSED RESOLUTION NO. R18-171** - Authorize the City Manager to accept, and sign all grant documents, including the Grant Agreement for FDOT grant in amount of $25,000, subject to the approval of the City Attorney.

G. Authorize the payment of $29,500 to PBC Law Enforcement Exchange of West Palm Beach, FL, for the cost of SmartForce software as a sole source vendor. The first year cost is to be paid from the Federal Forfeiture Trust Fund account.

H. Approve extending the time period of the bid for "Custodial Services for City Municipal Buildings and Facilities," Bid No. X078-2511-13/JMA, with Image Janitorial Services, Inc. of West Palm Beach, FL, effective December 2, 2018 for a period not to exceed six months.

I. 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 November 20, 2018 - "Request for Extensions and/or Piggybacks."
J. Accept the written report to the Commission for purchases over $10,000 for the month of October 2018.

K. Legal expenses – October 2018- information at the request of the City Commission. No Action required.

L. Approve the minutes from City Commission meetings held on November 7, 2018.

Mayor Grant wanted to correct the minutes of November 7, 2018 which states he was the person who requested a full board for the ordinance. Explained it was actually Commissioner Casello. Mayor Grant stated he requested a special meeting.

Commissioner McCray thanked Mayor Grant for the clarification.

Motion

Vice Mayor Romelus moved to approve. Commissioner McCray seconded the motion.

Vote

The motion unanimously passed

Motion

Commissioner McCray moved to approve the Consent Agenda as amended. Vice Mayor Romelus seconded the motion.

Vote

The motion unanimously passed

7. BIDS AND PURCHASES OVER $100,000

A. Approve Task Order No. E-02-2019 - Design / Build Restroom at Sara Sims Park to Hatcher Construction & Development, Inc., in the amount of $127,000 in accordance with the Pre-Qualified Vendors for Minor Construction Services Agreements.

Motion

Commissioner McCray moved to approve with discussion. Vice Mayor Romelus seconded the motion.

Commissioner McCray inquired if the restroom would face Martin Luther King Boulevard (MLK). **Gary Dunmyer,** City Engineer explained the restroom would not face Martin Luther King Boulevard.

Vote

The motion unanimously passed

B. PROPOSED RESOLUTION NO. R18-172 - Approve utilizing the City of Lake Worth, Florida, Bid No. 17-109 for 93% Sulfuric Acid - Purchase and Delivery with Shrieve Chemical Company with the same terms, conditions, specifications and pricing and authorize the City Manager to sign a Contract with Schrieve Chemical Company. The anticipated annual expenditure for the purchase of sulfuric acid is $100,000.

Motion

Vice Mayor Romelus moved to approve. Commissioner McCray seconded the motion with discussion.

Commissioner McCray inquired about the amount paid last fiscal year. Ms. LaVerriere responded last fiscal year the City paid $87,230

Vote

The motion unanimously passed

C. PROPOSED RESOLUTION NO. R18-173 - Approve utilizing the City of Miami's Contract IFB No. 516388 to furnish, install and repair emergency equipment on all City vehicle's on an "AS NEEDED BASIS" from Dana Safety Supply, Inc. of Doral, FL for an estimated annual amount of $400,000. Authorize the City Manager to sign a piggy-back agreement with Dana Safety Supply, Inc.

Motion

Vice Mayor Romelus moved to approve. Commissioner McCray seconded the motion with discussion.

Commissioner McCray wanted to clarify why he requested amounts from previous years. He wanted to ensure the amount being requested would be sufficient for the upcoming year.

Vote

The motion unanimously passed.

8. PUBLIC HEARING - None

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.

9. CITY MANAGER'S REPORT – None

10. UNFINISHED BUSINESS - None

11. NEW BUSINESS

A. Approve the request of Commissioner Romelus to distribute $500 of her Community Support Funds to Growing Strong Ministries, Inc. for their Thanksgiving food drive.

Motion

Commissioner McCray moved to approve with discussion. Commissioner Katz seconded the motion.

Commissioner McCray inquired if this was for this fiscal year and how many turkeys were given out. Vice Mayor Romelus responded over 160 families were given rice, beans as well as a turkey. This was a very successful event. Commissioner McCray commended this was what it was all about, taking care of the less fortunate in Boynton Beach.

Vote

The motion unanimously passed.

The following items moved from 2-B and 2-C.

B. Make an appointment to fill the vacancy existing in Commission District 4.

Mayor Grant inquired as to how many applications were received. Clerk Pyle responded 6 applications were received.

Mayor Grant asked if it was ok with the Commission to allow each applicant to give a three-minute presentation. Questions at the end of the presentation.

Vice Mayor Romelus disclosed she met with Aimee Kelley.

There was a consensus for three-minute presentations for each applicant.

Charles Kanter lived in the City since 2004. Mr. Kanter relocated from the Key's where he was instrumental in building several parks as well as creating the City of Marathon. He was the Director of Training for the Hundred Cities program through the Department of Labor. There has been no real progress in District IV, but has the highest growth rate in the City. There has been exponential growth with six story apartment buildings, the best restaurants in town. Pointed out his main agenda was the 60-acre park. Mentioned if he was not selected, the Commission should select Rick Maharajh. He would only want this position for the 13 months of Commissioner Casello's remaining term. He hoped to be able to mentor someone for the position.

Mayor Grant clarified the position was only till March 2019. There will be an election at that time.

Aimee Kelley has been a resident since 2005. Her family are active members and participate and support the many activities happening in Boynton Beach. She was excited to see all the changes which are coming into the City. She has 19 years of experience working in the legal system. Her experience would give her the ability to represent the entirety of the District. She thanked the City for the opportunity to represent the City in its future endeavors.

Commissioner McCray asked for clarification regarding the election for District 4, was it for March 2019 or March 2020. Clerk Pyle responded the election is scheduled for March 12, 2019.

Commissioner Katz said the person appointed now would only serve until the next election cycle, which was for four months. In March 2019 someone will be elected to fill the remainder of Joe Casello term which was for one year. Then one year later there will be an actual election for the next 3-year term.

Rick Maharajh indicated it was truly an honor and a privilege to place his name in the hat with the other candidates. He has lived, worked and played in Boynton Beach for more than 20 years. He has a business based in the City. Mr. Maharajh sits on the Community Redevelopment Agency Advisory Board (CRAAB) working with City budgets. Chairman of the Ambassadors for the Boynton Beach Chamber of Commerce, which manages about 450 businesses throughout the City. He was an engineer and a businessman. He has clients in the business community as well as governmental sectors. He will bring the business as well as the technical aspect to the table.

Emir Tyrone Penserga was seeking this opportunity to serve and represent the families in District IV. He believes this opportunity is the best way to harness all of his skills and past experiences to serve his community and to make their neighborhood safer. He would support those in the frontlines to make their businesses thrive and to encourage the growth of new businesses and to help protect the environment and overall to ensure that Boynton Beach was a place which they not only want to live, but also a place to work and play. Explained he intends to bring a progressive educator, scientist perspective to the City government to continue and propel forward the great work which has already been done. He shares the vision that Boynton Beach, which was ripe for transformation, to be the next cultural and technology hub of South Florida. Lived in the City of Boynton Beach for the past 20 years. Earned his undergraduate degree at Temple University in Philadelphia. He returned to Boynton Beach to be near his friends, family and to pursue his career. His first job as a teacher was working with underprivileged children. Earned his Master degree at Florida Atlantic University (FAU) and currently working on his PhD in neuroscience also at FAU. At each chapter of his life he has sought to serve others in the capacity he thought would best serve the community, whether it be in student government, fighting for those emergency services that needed to be improved, campaigning to ensure that judges protect homeless, Lesbian, gay, bisexual and transgender (LGBT) youths are elected. The City needs to attract young people and young families to transform Boynton Beach into a vibrant City where we preserve the beauty and peace of the residential communities, but also create an exciting night life with more cafés, culture, and music. Pointed out with this wave comes new businesses and more investments, which means more high paying jobs. If appointed into the City Commission this was what can be expected from him. He would work tirelessly to improve the quality of life for the people of the City of Boynton Beach. He would work with each Commissioner to look for common ground to win where they can all win. He wants to build bridges where they are broken and ensure the growth in this City was inclusive of all communities. He will act decisively but methodically and will assess the merits of any argument based on facts and data and not an ideology.

Wayne Segal believed his experience and background could make a significant contribution to the City of Boynton Beach. Served as interim District 4 Commissioner between December 2012 and April of 2013. Among his accomplishments was bringing forth an ordinance to change the percentage necessary to win a Commission seat. He was the Director of Public Affairs for the City for 11 years and established the department along industry standards. Another accomplishment from that time was to make Boynton Beach the first City in South Florida to use social media. He worked in Tallahassee as the Assistant Public Affairs Director for Florida Department of Labor. He has held similar positions with the City of West Palm Beach as well as other cities. Currently he serves on the board of his homeowner's association. Mr. Segal has first-hand knowledge of citizens' concerns. He was a member of the City's Brand Promise committee and taught conversational English to indigenous people in Guatemala. Holds a Master degree from Kent State University and Bachelor's degree from the University of Maine. He was also a national Incident Management certified in communications and every year since he retired he has volunteered to be in the Emergency Operation Center (EOC). Mr. Segal explained

his vision for a better Boynton was to implement strategies which support business objectives, influence thinking, forge alliance and build consensus which would improve the quality of life for all citizens.

Muriel Waldman offered a unique background for District IV. She was a Police Officer for 16 years. The last 15 years she worked with the Boynton Beach Police Department as the Victim's Advocate. She holds a degree in social science. Holds a Master's degree in Criminal Justice from Nova. She comes without any preconceived notions of what the City should be. Understands that the City grows every day and she has the ability to listen. Ms. Waldman indicated she can bring these skills to the Commission. She wants to continue to be a public servant. A Commissioner should be someone which listens to the citizens. Pointed out District IV is self-contained unit of single family dwellings. The City was growing, and she would like to meld the growth.

Mayor Grant asked if anyone had any questions.

Mayor Grant asked if she plans on running for the District IV Commission seat in March. Ms. Waldman responded she was thinking about running.

Commissioner Katz indicated it was his personal belief with the election coming up in March 2019, that he would not be in favor of appointing someone for this brief period that intends to run in March. He believed this would give the person an unfair advantage. He intends to restrict his vote to those individuals which do not plan to run in the March 2019 election. Believes the Commission appointing and potentially anointing the next person for that seat for this appointment was not something he was in favor of doing.

Ms. Waldman replied if there was a caveat to signing a pledge for not running she would need to think about it.

Commissioner Katz hoped that anyone appointed tonight stating they do not intend to run would be a person of integrity. This was not a formal qualification. He was not in favor of appointing anyone who plans to run for office. Again he stated this was not a formal requirement.

Mayor Grant informed the Commission he was on the other end of the spectrum. Anyone who was trying to get appointed would need to face transparency. They would be elected officials. It seems they are bypassing the system. He believes the people in District IV would not consider their appointment as an anointment.

Commissioner McCray echoed what was being said by the Mayor. Inquired if Ms. Waldman has any knowledge of the City budget. Asked if she was in favor of Town Square project. Asked if she was in agreement with the Heart of Boynton? And lastly how many commission meetings had she attended?

Ms. Waldman indicated she was not up to speed on the budget. She has not attended any Commission meetings in the past two years. She needed to be aware of the concerns in District IV. She was not running for Mayor. She was trying to move the City forward.

Commissioner McCray pointed out although she may be in District IV her vote would represent the entire City. Ms. Waldman must recognize she would vote on items which affect the entire City.

Vice Mayor Romelus thanked Ms. Waldman for her 15 years of services as a Victim Advocate as well as the 16 years as a Police Officer.

Commissioner Katz asked if appointed would Mr. Segal publicly state whether he intended to run at the March 2019 election.

Wayne Segal responded he did not intend to run in the March 2019 election. He was also in agreement with Commissioner Katz regarding not selecting anyone who intended to run in the March 2019 election. He believes if the person selected intended to run the person would focus on campaigning instead of the work for the City.

Commissioner McCray requested a response of the questions previously asked of Ms. Waldman.

Mr. Segal stated he was with Wilford Hawkins when he came up with the idea of the Heart of Boynton. He was supportive of it then; he was supportive of it now. The development of the Heart of Boynton will benefit the entire City.

Commissioner McCray asked how many meetings had Mr. Segal attended this year. Mr. Segal stated not as many as he should.

Vice Mayor Romelus thanked Mr. Segal for his previous service.

Mayor Grant called the next applicant. Requested Mr. Penserga pronounce his name.

Mr. Penserga responded he goes by the name Tyrone. Pointed out as a person who works in science one of the very first things you will learn was do not try to fake it, people can see right through it. He advised he fully intended to run for the vacant District IV seat in March 2019. Stated he was not aware of the budget. In response to the grand vision for Boynton Beach, it should be a place to live, work and play. He had not attended any in-person meetings. He watches on You tube.

Commissioner McCray asked what was his take on the Heart of Boynton.

Mr. Pensega noted he would need to have additional details before he could make a decision.

Commissioner McCray pointed out Mr. Pensega indicated he was up to date on the City Budget. The budget was published online. Told him to begin watching the budget. This was not on the job training.

Mr. Pensega wanted to say he was impressed with the grant for improving the technology for the Police Department. Indicated the City needs to be a SMART City and not a City of the past.

Mayor Grant asked if Mr. Maharajh intended to run in the March 2019 election. Mr. Maharajh replied he has a deep interest and desire to serve the City of Boynton Beach. He has not made a 100% decision as of yet. Mayor Grant asked if Mr. Maharajh was familiar with the City budget. Mr. Maharajh responded he was. As the City was aware the budget meeting is open to the public as well as the budget workshops where residents can provide input. He was a current CRAAB member and they worked on pieces of the budget and provided recommendations to the City staff. Mayor Grant asked how many Commission meetings he attended. Mr. Maharajh answered he had attended countless meetings, memorials, functions both internally and external.

Mayor Grant questioned what would Mr. Maharajh do for the Hearth of Boynton Beach. Mr. Maharajh said the intention was to create a beautiful downtown destination. The City wants to attract Millennials, build environmental sustainable buildings. He expressed the City needs to have reasonable and responsible development. Continue to make Boynton Beach a great place to live and work. Commissioner McCray thanked Mr. Maharajh for listening and attending the City Commission meetings as well as serving on the CRA Advisory Board.

Mayor Grant asked if Ms. Kelley planned on running for the vacant positon March 2019. Ms. Kelley answered she does not plan on running in the March 2019 election. Mayor Grant asked if Ms. Kelley was familiar with the City budget. Ms. Kelley responded she was familiar with the City budget. Mayor Grant asked how many Commission meetings has he attended. Ms. Kelley answered because of family schedules, she was unable to attend in person, but she has watched the City Commission meeting on YouTube and the Boynton Beach T.V. Indicated her schedule has changed and she can be a more active participate. Mayor Grant asked if selected what does she see moving forward for the Heart of Boynton Beach. Ms. Kelley responded to support the community engagement and continue to grow the neighborhood police outreach.

Commissioner McCray asked if Ms. Kelley had any ties to the employees of the City of Boynton Beach. Ms. Kelley answered in the affirmative.

Mayor Grant called the next applicant. Mr. Kanter stated he was under the impression the interim positon was for 13 months. He would like to withdraw his application. He has a lot of experience to provide to the Commission.

Commissioner McCray acknowledged he was under the impression the position was for 13 months. There was an election coming up in March 2019, there are three seats which are coming up. He was looking for someone with experience, who can take this City where it needs to go, whether it was 4 days or 4 months. They should be able to hit the ground running.

Commissioner Katz would only support candidates who do not intend to run. This was not to disparage those who intend to run. The last election he was unopposed. The fact that there were four qualified candidates was awesome. Pointed out only two applicants stated they did not intend to run. Those applicants were Wayne Segal and Aimee Kelley. He thanked and respected Mr. Segal for his previous service as an interim City Commissioner. His personal preference was to select Aimee Kelley who has deep ties to the community.

Vice Mayor Romelus agreed with Commissioner Katz to give someone an opportunity to set on the dais for four months and not give a candidate an unfair advantage. She appreciates the interest and the candor. She was grateful and glad there was interest in the City. The City has candidates from the young 30 year olds, business owners and retirees willing to give their time and freedom. She thanked everyone who had shown interest in the District IV position. She wants to ensure a level playing field for the upcoming election in March 2019. She wanted to second the motion for Aimee Kelley.

Mayor Grant thanked all of the applicants. Noted each candidate brought something different. Expressed while in politics anyone can say anything about you and it was no longer slander. He encourages all those which intend to run to continue to pursue this goal. Pointed out because of the 50% requirement he was elected Mayor. Mayor Grant expressed Boynton Beach will be better off no matter who was selected. Thanked all those applicants who applied.

Commissioner Katz motioned to appoint Aimee Kelley to fill the vacant Commission seat for District IV until the March 2019 election.

Commissioner McCray stated he would not be the one to say he does not want someone who wants to run. He believed that it would be an honor to get a chance to become a Commissioner three months. He does not want to penalize anyone which wanted to run. It was a fair game. If the people want you they will vote for you.

Mayor Grant requested a vote.

Motion

Commissioner Katz motion to appoint Aimee Kelley to the Commission IV seat. Seconded by Vice Mayor Romelus.

Vote

3-1 *(Commissioner McCray dissenting)*

Commissioner McCray asked about the exempt status of Ms. Kelley.

Assistant City Attorney Bridgeman responded the exemption does not change because a person was an elected official.

Ms. Kelley thanked the Commission and indicated she was eager to learn more about the City.

C. Administer the Oath of Office to newly appointed Commissioner for District IV, if selected.

City Clerk Pyle administered the Oath of Office to Aimee Kelley for Commissioner of District IV.

12. Legal

A. **PROPOSED ORDINANCE NO. 18-032 - FIRST READING** - Approval of Ordinance amending Chapter 4, Animals and Fowl, by adding a new section 4-39 adopting new regulations regarding the retail sale of dogs and cats.

B. **PROPOSED ORDINANCE NO. 18-033 - FIRST READING** - Amending Part II. "Code of Ordinances," Chapter 15, "Offences-Miscellaneous," Article I, "In General," Sections 15-8.1 Through 15-8.8; Creating Section 15-8.9 Entitled "Measurement of Noise".

13. **FUTURE AGENDA ITEMS**

A. Annual Evaluation of City Manager by the City Commission – **December 4, 2018**

B. Discussion of Quantum Park Overlay Dependent District – **December 4, 2018**

C. Commission wants to discuss public safety as it relates to the Town Square Redevelopment - **TBD**

D. Staff to bring information concerning the following land parcels for the Commission to review - **TBD**

Nichols Property
Rolling Green
Girl Scout Park

E. The City Commission has cancelled the Commission Meeting that would normally be held on Tuesday, January 1, 2019.

F. Mayor Grant requested discussion on the future of the Kapok trees scheduled to be taken down for Town Square project - **TBD**

G. Discuss a prohibition for appointed and Elected Officials in the City of Boynton Beach from serving as paid lobbyist subsequent to their time on their board or the Commission – **TBD**

14. Adjournment

Motion

There being no further business to discuss, Vice Mayor Romelus moved to adjourn. Commissioner McCray seconded the motion.

Vote

The motion unanimously passed. The meeting was adjourned 8:34 pm.

(Continued on next page)

CITY OF BOYNTON BEACH

_____
Mayor - Steven B. Grant

_____
Vice Mayor - Christina Romelus

_____
Commissioner – Justin Katz

_____
Commissioner – Mack McCray

_____
Commissioner – Aimee Kelley

ATTEST

_____
Judith A. Pyle, CMC
City Clerk

_____
Queenester Nieves
Deputy City Clerk

MINUTES OF THE CITY COMMISSION MEETING HELD ON TUESDAY, DECEMBER 4, 2018, AT 5:30 P.M. AT THE INTRACOASTAL PARK CLUBHOUSE, 2240 N. FEDERAL HIGHWAY, BOYNTON BEACH, FLORIDA

PRESENT:

Steven B. Grant, Mayor
Christina Romelus, Vice Mayor
Justin Katz, Commissioner
Mack McCray, Commissioner
Aimee Kelley, Commissioner

Lori LaVerriere, City Manager
Jim Cherof, City Attorney
Queenester Nieves, Deputy City Clerk

1. OPENINGS

A. Call to Order - Mayor Steven B. Grant

Mayor Grant called the meeting to order at 5:36 p.m.

Invocation

Pledge of Allegiance to the Flag led by Vice Mayor Romelus.

Mayor Grant suggested the Invocation and Pledge of Allegiance to the Flag be made after the regular meeting is reconvened.

Roll Call

Deputy City Clerk Nieves called the roll. Vice Mayor Romelus was not present when roll was called; however, she arrived at 5:36 p.m. A quorum was present.

> **SECURED HOLDINGS INC, Plaintiff, vs. QUANTUM OVERLAY DEPENDENTDISTRICT, EUGENE GERLICA and CITY OF BOYNTON BEACH, Defendants – Palm Beach County Circuit Court Case No. 502016CA005668XXXXMB** will be held on December 4, 2018, in the conference room at the Intracoastal Park Clubhouse on 2240 N. Federal Highway commencing at 5:30 PM

Jim Cherof, City Attorney, announced the private attorney-client session for the above case and advised the Commission will recess to a conference room downstairs. Present will be members of the City Commission, City Manager Lori LaVerriere, and Attorney Cherof. After the session, they will recess and close the shade meeting and reconvene the regular meeting. Attorney Cherof anticipated the shade meeting would last 45 minutes.

Mayor Grant recessed the meeting at 5:57 p.m.

Mayor Grant reconvened the Regular City Commission Meeting at 6:30 p.m.

Invocation

Pledge of Allegiance to the Flag led by Vice Mayor Romelus.

Mayor Grant announced the closed-door session was concluded and closed.

Agenda Approval:

1. Additions, Deletions, Corrections

Mayor Grant wanted to table Item 3B to the January 15, 2019, meeting. He requested Tiger Band Community Support Funds item be added as Announcements, Item 3K and the signed Community Support Funds for $200 be added as New Business Item 11D and be heard before the Consent Agenda.

2. Adoption

Motion

Commissioner Katz moved to approve the agenda as amended. Commissioner McCray seconded the motion that unanimously passed.

2. OTHER

A. Informational items by Members of the City Commission

Commissioner Katz had no informational items or disclosures.

Commissioner McCray disclosed he attended the League of Cities Luncheon and he was in a car accident. He thanked both Fire Chief Joseph and Police Chief Gregory and their staff as they treated him very well. He also praised staff on an excellent job at the Holiday Parade and advised it was the best yet. He also thanked Chief Gregory and the Police Department for the Town Hall Meeting in District II.

Vice Mayor Romelus had no announcements or disclosures, and she thanked Chief Gregory and the administrative staff and officers who were at the Town Hall speaking and being open and transparent about their vision for the Police Department. She thought progress has been unprecedented such as a 23% decrease in crime. She thanked Chief Joseph and Boynton Beach Firefighter's Benevolent Association for their Holiday Christmas event last night. She had a great time with her family and she thought it was a

nice opportunity for firefighters to be out of uniform and be themselves. She thanked both the Police and Firefighters for their service.

Commissioner Kelley attended the League of Cities Luncheon hosted by the City and understood it was the largest event they had in some time. She and her family were also present at the Holiday Parade and Tree Lighting. She advised it was a great event that all enjoyed. Commissioner McCray wished Commissioner Kelley well on her first official meeting.

Mayor Grant attended the Boynton Beach Historical Society meeting on November 26th, noting artist Ralph Papa was able to restore a painting at Forest Park Elementary School. On the 27th, he met with Green Spot, which is a start-up tech company that is installing Electric Vehicle Charging stations in municipalities free of charge. He wanted to discuss this item as a future agenda item as he was reading about electric vehicles and future transportation needs. He has received a few emails inquiring about electric go-carts that advertise and other types of electric vehicles that are used. He supported including this in the Town Square as it is constructed and retro-fitting current stations to use this type of technology. He attended Choice Day at Boynton Beach Community High School that evening. On the 28th, he attended the Palm Beach County League of Cities Luncheon at Benevenuto. He note it was a sold-out event and he thanked the City and CRA for hosting the event. Earlier in the afternoon, he was with the Boynton Beach Garden Club for Community Greening and the Woolbright Farmers Market. He advised they gave away over 180 plants, herbs, and trees at their first plant sharing event. The plants will be used in Boynton Hills Neighborhood Park. He requested staff work with the Garden Club so they could have a hose if the sprinklers do not work to ensure the plants are watered.

Mayor Grant requested a discussion of vacant lots be a future agenda item. He wants to discuss SW 3rd Avenue and working with Community Greening or other tree planting organizations to have trees there. On the 29th, he read to students at Freedom Shores Elementary School. He thought the parade was amazing and the vehicles were fun. He thanked Hurricane Alley for catering the event for staff. He thanked the Police and Fire Departments. He attended Library Legislative Day in Palm Beach. He praised Chief Gregory on his first Town Hall meeting. He commented there were a lot more people that would like to hear from him. He thanked the Fire Department for all they do. Mayor Grant attended the Race to Equity Youth Summit and wanted to know if the City could help partner with the County or provide youth with transportation to the event. He attended a SCORE luncheon and wanted to see if David Scott would speak with SCORE to see how they can assist Boynton Beach businesses.

Commissioner McCray asked if there is faucet at the SW 3rd Avenue lot. Colin Groff, Assistant City Manager, explained if there is irrigation, they could install a faucet with a lock. Mayor Grant was aware there was a faucet and lock, but they did not have a key. Mr. Groff advised they would be set up.

3. ANNOUNCEMENTS, COMMUNITY AND SPECIAL EVENTS, AND PRESENTATIONS

A. Announce Public Works Solid Waste Division will be having its annual Tire Amnesty Week for City residents beginning December 3, 2018, and ending December 7, 2018

Andrew Mack, Director of Public Works and Engineering, was present and announced Tire Amnesty Week. He advised they are in full swing. Under the program, residents can discard at least eight residential tires as long as they are three feet away from the garbage can or any other fixtures and they should be separated from vegetation. The City filled one 20-yard dumpster with tires in two days, which is about 125 tires and the Department hoped to exceed what was collected last year. Anyone with questions should call 561-742-6200. Commissioner McCray commented he had requested Mr. Mack speak with Mr. Woods of Community Standards if they see tires on properties, staff can inform the residents to put them out and the City would pick them up. At the Agenda Review meeting, the City Manager mentioned it and they are also partnering with the Police Department. When they see tires, they should call the Solid Waste Department.

B. Updates on implementation, installation and go-live for the Onboard Computing/Routeware system.

C. Announce multiple awards received by Boynton Beach Utilities for the successful implementation and management of the East Water Treatment Plant Upgrade project by Michael Low, Deputy Utilities Director.

Michael Low, Deputy Director, Utilities, and Project Manager for the project, recognized Bob Gilbert, Vice President, CDM Smith Constructors who held the master contract for the project; Suzanne Mechler who handled the design work and is a principal with CDM Smith; Liz Fujikawa, Vice President with Corolla Engineers, who also did design work; and Tom Palmatia, PCR Constructors, who was the Senior Project Manager handling the MIEX part of the project.

The Department received an Engineering Excellence Award from The American Council of Engineering Companies of Florida a few months ago. The Design Build Institute of America, Florida section awarded the project the Project of the Year Award for the Water/Wastewater Division and Project of the Year for Florida itself. The Design Build Institute of America gave them a merit award for the project in the water/wastewater division and was shortlisted for a higher-level award, but did not receive it. This was the first of the progressive design-build contracts they try to work with. It was a $30 million contract and the Department made several changes to the contract that resulted in significant savings. One of the highlights of the progressive design build is the lighting in the tower. Mr. Low announced the Department was nominated for one more award but will not know until next January.

Joe Paternetti, Utility Director, introduced Tremaine Johnson, who has been with the department for over 12 years. He is the new Field Operations Manager; Waneya Bryant, the new Manager of Asset Systems, who started in 1997; and Juan Guevarez, new hire having a PE and Master's Degree in Environmental Engineering. Mr. Guevarez was with Palm Beach County for 13 years. He praised his staff and advised they are highly qualified. They do a good job and they are taking care of the City.

Ms. LaVerriere commented during budget discussions and reorganizations within the department, they develop career paths to give employees opportunities to advance and grow professionally. Mr. Johnson represents the epitomy of the career path and growing in the City's organization. She was very proud of him and Ms. Bryant who started reading meters 20 years ago and is now a supervisor.

Commissioner McCray congratulated them and commented Utilities always had bragging rights. Vice Mayor Romelus praised the Department and has supported career paths for employees to have something to look forward too. She thanked Ms. LaVerriere for setting up the program. Later in the meeting, Commissioner McCray asked if other City Departments could participate in the program and learned they could. Human Resources put together the framework and they can expand the program.

D. The 47th Annual Boynton Beach CRA and the City of Delray Beach Holiday Boat Parade will be on Friday, December 14, 2018, and will start at 6:30 p.m.

Mike Simon, CRA Executive Director, was present and advised parking for the Holiday Boat Parade was at Intracoastal Park, the Marina Village area, the Plaza at Woolbright Road, Federal Highway and private development along the way. Parking is also available in Delray and on Atlantic Avenue, Veterans Park, and restaurants on the south side such as Deck 84 or the City of Delray Beach Marina. Flyers were available and he noted boat captains were needed.

E. City offices will be closed on Monday, December 24th and Tuesday, December 25th, 2018, in observance of the Christmas holiday. City offices will also be closed on Tuesday, January 1, 2019, in observance of New Year's Day.

Mayor Grant announced the above closures.

F. The City Commission has cancelled the Commission Meeting that would normally be held on Tuesday, January 1, 2019, the only Commission Meeting in January will be Tuesday, January 15, 2019, at 6:30 PM.

Mayor Grant announced the above City Commission Meeting cancellation on January 1, 2019.

G. Announce a Town Square Public Input Meeting on Open Spaces & Play Areas on Wednesday, December 5th from 5:30 p.m. to 7:30 p.m. at the Carolyn Sims Center, 225 N.W. 12th Avenue.

Mayor Grant announced the Public Input Meeting.

H. Announce that Palm Beach County Property Appraisers office will be manning a table at the Senior Center to provide Boynton Beach residents with information on how to file for Homestead Exemption from 1:30 pm - 2:30 pm on the following dates: Tuesday, December 11, 2018

Mayor Grant read the item.

I. Announcement by Public Communications and Marketing Director Eleanor Krusell regarding Dog Day at the Beach, which will be held on Saturday, December 15, from 9am - Noon at Oceanfront Park.

Eleanor Krusell, Marketing Director, was present for Wally Majors, Recreation and Parks Director. She announced the City Commission approved a one-year trial for this event, which was planned for Saturday, December 15, 2018, from 9 a.m. to 12 noon at Oceanfront Park. Humans can bring their dogs on leashes until they reach a temporary fenced area, just south of the middle beach access ramp. The dog area will not impede the county beaches to the north, park guests, or private beaches in Ocean Ridge. Dogs will be required to stay within the fenced area and they will be permitted in the water. Park Rangers will monitor the dogs and their owners and guests must have a Palm Beach County license showing rabies vaccinations are current. Pre-registration is not required, however, owners are limited to two dogs. Informational postcards were available.

J. Mr. Richard Petty of Healthier Boynton Beach will make a brief presentation regarding the work the committee has achieved over the last year.

Ricky Petty, Project Director, Healthier Boynton Beach, explained the program is a community driven initiative funded by the Palm Healthcare Foundation with the goal to improve the lives of family caregivers. The initiative seeks to accomplish three things: raise awareness of caregivers, educate caregivers that there are resources available to them, and promote health and wellness of caregivers. They have a Steering Committee composed equally of caregiver residents and providers. Healthier Boynton Beach participates in the Let's Move challenge, which was a Palm Healthcare Initiative. They came in first place in the past and logged over one million activities. This year, they came in third and he was hopeful they would return to first place next year. Information was forthcoming.

They have mini-grant opportunities for local churches and organizations to build capacity for them. Often these entities do not apply for grants because they do not know how to apply for them or lack confidence they would be awarded. They held a grant-writing

workshop and over 18 organizations attended. From that workshop, they were able to provide eight local organizations with a cumulative total of $30,000 in grants ranging from $2,500 to $5,000. He noted there were a few grant recipients present accomplishing amazing things in the community including educational workshops, health initiatives, respite care, and outreach.

Healthier Boynton Beach also provided a summer youth program by partnering with the City of Boynton Beach Utilities and matched the Department with young people. They matched 15 local youth in different programs with the Utilities Department and P2P. Youth learned resume writing skills, employability skills and they each earned $1,000 over the course of six weeks. They held a recognition luncheon. Mr. Petty noted December is National Family Caregiver Day at Benevenuto. Over 130 people attended and 100 of them were local caregivers. They hosted a *Fearless Caregivers* Conference with 174 people present at the Carolyn Sims Center and they will hold the Conference again on February 27th. They are doing a lot to help Boynton Beach and establish working groups and provide educational workshops that all can participate in, such as *The Powerful Tools for Caregivers* in which they trained 25 caregivers.

Mr. Petty explained they issued a caregiver survey and received nearly 200 completed surveys. He hoped for 100 more and hoped the City would assist with the additional surveys. He agreed to provide further information. The goal is to gather information from residents to figure out how to make caregiver lives easier. They created a Caregivers Registry, which registered 138 individuals. They have done a lot in the community and they want to do more. He referred all to the website www.healthierboyntonbeach.org and invited all to visit the site and sign up for the registry and newsletters. Brochures were available in the back of the room.

K. Tiger Sound Band

Anthony Lockhart, Principal of Boynton Beach Community High School, thanked Mayor Grant, who has been on the high school campus many times and Police Chief Gregory. He introduced the Band Director, Dr. Anthony Barfield, II, who was present with many of the Tiger Sound Band members. Dr. Barfield thanked the Commission for allowing them to participate in the parade. Members of the band stood and were recognized and then distributed T-shirts to members of the City Commission. The Band works hard in all they do. He announced this year they are attempting to go to the Atlanta/Georgia Chik Fil-a Peach Bowl, December 26th to December 29th. They raised some funds, but not the entire amount and they were seeking financial donations so the students could participate in the opportunity of a lifetime. Dr. Barfield advised they raised about half the amount needed and he noted the band had not been invited to a Bowl game. This would be very exciting for the students. The band is taking this opportunity seriously and anything the Commission could do would be appreciated. He advised donations could be made by check or money order payable to Boynton Beach Community High School and memo note: Tiger Sound Band Program. He advised they also have a Go Fund Me account as

Tiger Sound Band. Mayor Grant commented he has a Community Support Fund item on the agenda for the Band.

Commissioner McCray told Dr. Barfield he had never been so moved as when he has seen Boynton Tigers marching. He was very proud of the band. He noted the Mayor was going to donate $200, but he would donate $1,000. Vice Mayor Romelus advised she would also make a contribution. Marching band is close to her heart as she was a member. She agreed Chik fil-A is a serious bowl game. Commissioner McCray announced he watched the Macy's Thanksgiving Parade and was proud the Park Vista Marching Band was in the Parade and on National TV.

4. PUBLIC AUDIENCE

INDIVIDUAL SPEAKERS W ILL BE LIMITED TO THREE-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)

Susan Oyer, 140 SE 27th Way, made a donation already and challenged all else to do so. She thought Vice Mayor Romelus would have a tough time deciding what the nicest neighborhood decorations were in her neighborhood. She commented the trees are beautiful and the tree lighting ceremony was fabulous, but she suggested putting in some hints of color and toss in something fun. She thought the trees were elegant and gorgeous. She announced ways of saving water while people brush their teeth as there is a need to conserve water.

Mike Fitzpatrick, 175 SW 2nd Street, commented the paper today advised the kapock tree was going to be bulldozed as would Kids Kingdom and he wanted to go on record expressing his disappointment that would occur. He was disappointed there was never an adequate explanation why the condo's in Town Square could not be relocated east of the new City Hall rather than where they are now at the current Police parking lot. He thought that would have saved some contributions from past citizens.

Piotr Blass, 113 Tara Lakes Drive, was proud of the Boynton Beach and Park Vista High Schools. He stressed basketball instead of football due to the danger of concussion. This morning there was a hearing in the courthouse regarding the Canvassing Board and they are continuing to contest the elections. He believes there are systemic problems. He thought the Boynton Beach election was super, but the statewide elections has very serious systemic problems that are ignored by the media. He finds Boynton Beach to be incredibly successful. He would like to step in as Mayor and continue the work. He supported progress on the University of Boynton, energy from the Gulfstream and advised minimum wage should be $70 an hour.

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.

Arts Commission

Commissioner Kelley nominated Courtlandt McQuire as a regular member.

Mayor Grant nominated Kim Weiss.

Commissioner Katz nominated Susan Oyer.

Commissioner McCray nominated Jehana Zell.

Vice Mayor Romelus nominated Clovis Moodie.

Motion

Commissioner McCray moved to approve the appointments. Board Member Katz seconded the motion that unanimously passed.

Building Board of Adjustments and Appeals

Commissioner Kelley nominated Paul Bortz.

Commissioner McCray nominated Sanford Guritzky.

Vice Mayor Romelus nominated Timothy Hunt.

Motion

Commissioner McCray moved to approve the appointments. Vice Mayor Romelus seconded the motion that unanimously passed.

Citizen Oversight Committee

Mayor Grant nominated Alexandria Wilson.

Motion

Commissioner McCray moved to approve. Vice Mayor Romelus seconded the motion that unanimously passed.

Community Redevelopment Agency Advisory Board

Mayor Grant nominated Anthony Barber.

Commissioner Katz nominated Thomas Devlin.

Commissioner McCray nominated Golene Gordon.

Motion

Commissioner McCray moved to approve. Vice Mayor Romelus seconded the motion that unanimously passed.

Education and Youth Advisory Board

Commissioner Kelley nominated Lori Wilkinson.

Mayor Grant nominated Gregory Murphy.

Commissioner Katz nominated Peggy LeGuerre.

Commissioner McCray nominated Carla Colbrooks.

It was noted there were still two student members positions, but no student applicants.

Motion

Commissioner McCray moved to approve. Commissioner Katz seconded the motion that unanimously passed.

Golf Course Advisory Committee

Commissioner Kelley nominated Mark Frederick.

Mayor Grant nominated Jack Ekelchik

Commissioner McCray moved to approve. Vice Mayor Romelus seconded the motion that unanimously passed.

Historic Resources Preservation Board

Mayor Grant nominated Jesse Feldman.

Motion

Vice Chair Romelus so moved. Commissioner Katz seconded the motion that unanimously passed.

Library Board

Vice Mayor Romelus nominated Chris Simon.

Commissioner Kelley nominated Deborah Hoban.

Mayor Grant nominated Chris Montague.

Commissioner Katz nominated Bethanie Gorny.

Motion

Commissioner McCray so moved. Vice Mayor Romelus seconded the motion that unanimously passed.

Firefighter's Pension Trust Fund

Commissioner Kelley nominated Robert Taylor.

Motion

Commissioner McCray so moved. Vice Mayor Romelus seconded the motion that unanimously passed.

Municipal Police Officers' Retirement Trust Fund

Commissioner McCray nominated Daniel Dugger.

Vice Chair Romelus nominated Toby Athol.

Motion

Commissioner McCray moved to approve. Vice Chair Romelus seconded the motion that unanimously passed.

Planning and Development Board

Vice Mayor Romelus nominated Trevor Rosecrans.

Commissioner Kelley nominated Butch Buoini.

Mayor Grant nominated Chris Simon. Vice Chair Romelus noted she just appointed Mr. Simon. Mayor Grant believed applicants could serve on two boards. Deputy City Clerk Nieves explained he could nominate how many he felt. Vice Chair Romelus questioned if Mr. Simon wanted to sit on two Boards, or if it was just first choice and second choice,

that it was a rank and not that they wanted to serve on two boards. Deputy City Clerk Nieves explained they could serve on two boards. Vice Chair Romelus clarified she was questioning if the individual wants to serve on two Boards and are they going to take up a spot for someone who may not necessarily need it or want the slot. Mayor Grant explained Mr. Simon was his nomination.

Commissioner Katz nominated Mr. Hatcher.

Commissioner McCray nominated Golene Gordon.

Motion

Commissioner McCray moved to approve. Commissioner Katz seconded the motion that unanimously passed.

Recreation and Parks Board

Mayor Grant nominated Eric Ammon.

Commissioner Katz nominated Eugene Fagan.

Commissioner McCray nominated Elizabeth Pierce-Roe.

Motion

Commissioner McCray moved to approve. Vice Mayor Romelus seconded the motion that unanimously passed.

Senior Advisory Board

Commissioner Katz nominated Margret Newton.

Commissioner McCray nominated Mark Siegel.

Vice Mayor Romelus nominated Marsha Bionta.

Motion

Commissioner McCray moved to approve. Vice Chair Romelus seconded the motion that unanimously passed.

Vice Mayor Romelus congratulated the new advisory board members. Mayor Grant thanked them, commenting they make the Commission's job easier.

B. Update on tracking of advisory board member's attendance and procedures.

Mayor Grant understood the current procedures are a Board member will get a warning after two absences in a row. Deputy City Clerk Nieves clarified after three absences, the member will receive a warning. After the fourth absence, the member is removed from the Board. Mayor Grant asked if the Commission wanted to change the policy and he also received confirmation a tardy is not considered an absence. Mayor Grant wanted to ask if the Commission wanted to set a tardy policy or set a time to count a tardy after the meeting starts as absence. Commissioner McCray did not support the idea as there could be an emergency. There were no other comments received.

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. R18-174** - Approve the ranking as recommended by the Evaluation Committee and authorize the City Manager to sign an Agreement with Commercial Risk Management, Inc. of Tampa, Florida for Third Party Administration of Workers' Compensation Claims for an estimated annual amount of $31,872 as a result of RFP No. 004-1710-19/IT for Third Party Administration of Workers' Compensation, Property and Casualty Claims.

B. **PROPOSED RESOLUTION NO. R18-175** - Approve the ranking as recommended by the Evaluation Committee and authorize the City Manager to sign Agreement with TRISTAR Risk Enterprise Management, Inc. of Long Beach, California for Third Party Administration of Property and Casualty Claims for RFP No. 004-1710-19/IT for Third Party Administration of Workers' Compensation, Property and Casualty Claims.

C. **PROPOSED RESOLUTION NO. R18-176** - Authorize the City Manager to sign the second amendment to the Towing Franchise Agreement with Becks Towing & Recovery for the period December 15, 2018 to December 14, 2019 for an annual franchise fee of $12,000.

D. Accepting a permanent drainage easement with authorized limited encroachments for a drainage pipe replacement at 2505 N. Lake Drive in the Lakeside Gardens Neighborhood and authorize the recording of the easement.

E. Approve Task Order UT-1A-01 with Carollo Engineering in the sum of $93,344 in accordance with RFQ No. 046-2821-17/TP, General Consulting Services Contract, Scope Category A awarded by Commission on August 7, 2018 for Lime Softening Process optimization work in the East Water Treatment Plant (EW TP).

F. Accept fourth quarter and year-end report on operations of the Schoolhouse Children's Museum and Learning Center for FY 17/18.

Mayor Grant pulled item 6C.

Motion

Commissioner McCray moved to approve the Consent Agenda. Vice Mayor Romelus seconded the motion that unanimously passed.

C. **PROPOSED RESOLUTION NO. R18-176** - Authorize the City Manager to sign the second amendment to the Towing Franchise Agreement with Becks Towing & Recovery for the period December 15, 2018 to December 14, 2019, for an annual franchise fee of $12,000.

Tim Howard, Assistant City Manager, explained the current Resolution was a three-year contract and the City has two vendors. The contract expires on December 14th. The RFP and the contract allows for two, one-year renewals. The City needs to determine if they are going to renew for the first one-year period. The recommendation is to renew with one vendor and not the other. Staff started negotiations to renew both vendors, but issues surfaced with payment so the recommendation was to use one vendor and they will issue an RFP for next year to see what current franchise is available.

The two vendors were Blake's Towing and Beck's Towing. They are billed and paid on a quarterly basis. Currently, Blake's did not pay the last three quarters fees totaling $102,000, and Becks did not pay last quarter due August 15th, which was $25,000.

William Cea, Esq, of Becker, Poliakof, Legal Counsel for Blake's Towing and Transport, Inc. commented Ron Shuster, owner of Blake's was also present. Attorney Cea explained there were two towing franchise agreements awarded in December 2015. Both had basically the same contract, but Blake's Franchise fee was approximately $133,000 and Beck's was approximately $101,000. Blake's Towing was objecting to only awarding one contract and not the other. Blake's wants the same opportunity to have the year renewal and to renegotiate the franchise fee, which is the same opportunity that Beck's had. There was a default, but Blake's has paid the City significantly more money because the franchise fee was higher. The City would enjoy a greater accounts receivable from one vendor than the other, but both have had financial issues with the under-profitability of the contract.

Blake's tried to bring this up to the City earlier and in March the direction was to discuss the issue at the time of renewal. Attorney Cea explained they submitted written correspondence to the City and a letter dated today to the City Attorney was submitted for the record. There is a Resolution for renewal of Becks, but the contract, is not truly renewed. Becks Franchise fee was about $101,000 a year. The proposed renewal for the whole year for Beck's was $12,000. Both vendors had financial difficulty with the

contract. Both vendors have account receivables. Blake's on paper is higher, but Blake's paid more to the City and had advised the issues were forthcoming. Beck's paid the fee in full for two years and paid for the first quarter of this year. The hope was Blake's would have the opportunity to renegotiate and renew the contract similar to Becks. Attorney Cea contended on its face, the contract appears to give Beck's a benefit and an unfair advantage that Blake's does not have, which is mainly to still do business with the City and give themselves a chance to dig out of a hole. He wanted the City to not approve either one to give both the opportunity to dig out of the same hole and reduce the franchise fee. They wanted both vendors to get the same benefit.

Mayor Grant asked why they signed a contract for the same terms, but more money. Attorney Cea advised it was an RFP and both vendors responded to the RFP. The prices they bid were what was requested in the franchise fee, which was based on facts and circumstances they thought would be encountered, but did not materialize. Blake's always had to pay more because of the RFP and they were not given the same price as the other vendor that also won the same contract.

Mayor Grant thought $12,000 was a vast number, reduced from $101,000 and noted the Assistant City Manager advised the firm did not make the last three payments. He thought the Commission should find out how much Beck's paid, compared to Blake's, and if there is a difference, Beck's would be required to make up that difference and then move forward with both vendors at the $12,000. Mayor Grant inquired if doing so would violate the $12,000 contract the City has with Beck's.

James Cherof, City Attorney, responded it would not, but the only item on the agenda is the Beck's Towing Contract and not Blake's. The Commission could act on one vendor tonight and direct staff to bring back a proposal on the other vendor as a future agenda item.

Vice Mayor Romelus asked, if the City Commission would be moving forward with the $12,000 offer with Beck's, if the City would require them to become current on the last quarter's arrearage. Mr. Howard, explained the renewal is for the upcoming year and the balance will still be there and still owed. Payment was not a condition to the renewal. The City Commission could instruct it to become a condition, to give them time to pay the last quarter. Beck's owes $25,280.75, and Blake's owes $104,125 for the last three quarters. The RFP issued stated they could award to two vendors and have a separate amount. When it was signed, each vendor signed with the amount they offered in the RFP.

Commissioner McCray inquired when the RFP was issued and they responded, if the City checked the vendors and learned they did. Each vendor signed and agreed to the terms. He thought if there was a problem with the contract, he would have raised the issue earlier. Mr. Howard explained Blake's contacted him in March to negotiate the current franchise fee down and contractually it was $133,000 a year. He told them at the time of renewal going forward, they could negotiate the vendors at the same price. They had the exact same issue pricing with the last RFP. The contract was awarded to two vendors.

They went through the initial contract term with the separate pricing and at the renewal period, they were brought in line for the renewal period. Commissioner McCray thought they should be both in line.

Mayor Grant directed staff to tabulate how much Beck's and Blake's has paid and with the fact Blake's paid an extra $30,000 a year for the last two years, determine the difference that is owed and make sure Blake's has the same contract price as Beck's and the City Commission can move forward with the $12,000.

Commissioner Katz asked if the City Commission could proceed with awarding the contract and speaking to staff.

Vice Mayor Romelus asked if these contracts were binding and had no exit clause and learned they were. They were separate and distinct contracts, both enforceable by the City and no default by the City. Both companies owe the City money. She thought they were legally allowed to uphold both contract as written without any legal ramifications. Attorney Cherof responded Vice Chair Romelus was correct, including the right to renew one and not the other.

Motion

Commissioner Katz recommended with his motion, the caveat that the firm being awarded a franchise have a time to be determined by the City Commission to pay their arrears and if the City Commission was inclined with the other firm to extend an additional franchise under the same terms, that a similar caveat be instituted for them if the City Commission decides, that they have to come into compliance with their previous contract.

Mayor Grant clarified the motion is to approve the contact with Beck's, that they have 90 days to pay the arrearages and for next year's contract.

Vice Chair Romelus requested clarification the motion would give Beck's 90 days to become current, or in order to be issued a new contract, they have to come into compliance. Mayor Grant responded they have 90 days to come into compliance in order to be issued a new contract.

Attorney Cherof restated the motion the contract would be extended under the new terms, but they would add a provision that says if they do not bring their arrearage current within 90 days, the contact would end or could end at the option of the City. Vice Mayor Romelus seconded the motion.

Commissioner McCray asked if they would do the same with Blake's. Attorney Cherof responded the second part is when Blake's comes back to the City Commission, they will have a choice to institute the provisions as well.

Vote

The motion unanimously passed. This item will be on the next agenda.

7. BIDS AND PURCHASES OVER $100,000

A. **PROPOSED RESOLUTION NO. R18-177** - Authorize the City Manager to utilize the State of Florida Contract number 43230000-15-02 for software licensing through Software House International and sign any associated agreement with Microsoft Corporation for a three-year period for an annual amount of $188,874.48.

Motion

Commissioner McCray moved to approve. Vice Mayor Romelus seconded the motion.

Mayor Grant asked how much of Microsoft software was included. **John McNally**, ITS Director, explained the City has approximately 700 PCs, tablets and 100 or more servers that run a different version of software. The PC's run typical Windows Operating Systems as well as the Microsoft Office Suite of Word, Excel and PowerPoint applications. The server's need a separate operating system license and some are running. The server they have now all wrapped is about $188,000 a year. Staff tried to bid the equipment but got one respondent and there were discrepancies. Staff deemed the better deal was the State contract price.

Commissioner McCray asked if the City was safe from hacking. Mr. McNally explained there are numerous mechanisms in place, but the human element is important and education is needed.

Vote

The motion unanimously passed.

Commissioner Katz explained, on a different matter, it was brought to his attention there were some errors or omissions on the applicant list for some advisory boards. He did not know who to speak to about it and did not want to move beyond the meeting without addressing it. Ms. Oyer had indicated to him her name was put in for the Planning and Development Board, but it was not listed on their sheets or on the digital backup. There was agreement this item would be heard later in the meeting.

G. **PROPOSED RESOLUTION NO. R18-178** - Authorize the City Manager to sign an Agreement, in substantially the form attached, for the purchase, installation, implementation, training and support of a Fire-Rescue Records Management System from EPR Systems USA, Inc. of Sarasota, Florida for a five (5) year period in the amount of $212,891.60.

Motion

Commissioner McCray moved to approve. Vice Mayor Romelus seconded the motion.

Mayor Grant asked if the amount was per year or five years and learned it was for the five years.

Vote

The motion passed unanimously passed.

H. **PROPOSED RESOLUTION NO. R18-179** - Approve Task Order UT-1C-02 with Carollo Engineers in the sum of $184,900 in accordance with RFQ No. 046-2821-17/TP, General Consulting Services Contract, Scope Category C awarded by Commission on August 7, 2018 for work on migrating the Utilities Management Optimization Program (UMOP) to an improved platform and making other upgrades to the system.

Motion

Vice Mayor Romelus moved to approve. Commissioner McCray seconded the motion.

Commissioner McCray asked what Utility Management Optimization was. **Colin Groff,** Assistant City Manager, explained it is the program they use to manage projects and rates to cover the cost of utilities out into the future.

Vote

The motion unanimously passed.

I. Approve utilizing the Palm Beach County, FL Sole Source Solicitation SS55542 with IXOM Watercare, Inc. for MIEX DOC Anion Exchange Resin with the same terms, conditions, specifications and pricing. The maximum anticipated annual expenditure for the purchase of MIEX DOC Resin is $350,000. Palm Beach County has complied with purchasing policies and considered this as a sole source provider of resin.

Motion

Commissioner McCray moved to approve.

Commissioner McCray asked what the resin was and learned it is a product they use to pull the organics out of the water at the treatment plant.

Vote

The motion unanimously passed.

J. Approve the purchase of replacement vehicles as approved in the Fiscal Year 2018-19 budget in the estimated amount of $809,646 by utilizing the following contract: Florida Sheriff's Association Contract #FSA18-VEL26.0 and #FSA18-VEH16.0 for twenty-six (26) replacement vehicles.

Motion

Vice Mayor Romelus moved to approve.

Commissioner McCray asked what they were getting. **Andrew Mack,** Director of Public Works and Engineering, explained the vehicles are administration cars. There are a few SUVs, but they are not patrol cars. The Department was ordering three Utility trucks; one van for the Warehouse; a pick-up truck for Fire/Rescue; seven Ford Fusions for Police and Fire; one Ford Escape for Fire Rescue; one Ford Explorer for Police; a pick-up truck/passenger van for Recreation; and a Honda Foreman, which is the four-wheel drive vehicle.

Vote

The motion unanimously passed.

8. 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.

9. CITY MANAGER'S REPORT - None

10. UNFINISHED BUSINESS - None

11. NEW BUSINESS

A. Review and action on Annual Performance Evaluation for the City Manager.

Julie Oldbury, Director Human Resources and Risk Management, explained the evaluations were provided in the backup and this was the Commission's opportunity to provide comments with regard to her compensation.

Mayor Grant thought Ms. LaVerriere did an amazing job. He receives many comments from residents, businesses and people from the County telling him how they look at Boynton Beach differently now with the Town Square project. He commented most individuals do not realize what a great Chief Executive Officer she is with running the City properly and having over 750 employees and a $220 million budget. Much of what is occurring is due to her leadership skills. He looked forward to retaining Ms. LaVerriere for another year. Last year, she received a five percent raise and he wanted to do so again this year.

Commissioner Katz echoed Mayor Grant's thoughts and commented in the two and a half years he has been on the Commission, a great deal of the City's success was due to her. If all keep doing their jobs, the City will do fine. He agreed with the five percent raise.

Commissioner McCray commented the first time he evaluated Ms. LaVerriere, the newspaper criticized him. He advised she was improving every year. He has seen her growth and has worked with her the longest. She stays neutral and it was a pleasure to work with her.

Vice Mayor Romelus thought it takes a woman to be a tremendous leader because they have the ability to see all sides of the issue and consider how all will be affected. She felt that is what Ms. LaVerriere does and what put the City on the map. She rated her a 4.5 because she is a tremendous leader, she liked her willingness to learn and take constructive criticism.

Commissioner Kelley explained she had the pleasure of interacting with Ms. LaVerrriere outside of the Chamber and she has a love for the City as if it was her own. She has embraced the City and she was working for all the residents. She supports the rest of the Commissioners as well.

Motion

Vice Mayor Romelus moved to approve continuing Ms. LaVerriere's contract with a five percent raise. Commissioner Katz seconded the motion that unanimously passed.

Ms. LaVerriere advised she loves what she does as a public servant and City Manager. She has an outstanding staff and outstanding Commission. This was the best Commission she has ever worked with and she is committed to continuing to learn.

B. Discussion of Quantum Park Overlay Dependent District

Attorney Cherof explained this item was on the agenda because earlier in the day, there was a closed-door session regarding litigation that also involved the Quantum Park Overlay District. The Commission addressed most of the issues that needed to be addressed in the closed-door session. The item was just informational for the benefit of the public, and the property owners in the Association. The settlement agreement is

tentative between Secured Holdings, Olen Properties and the QPOD is included. He looked forward to not having to spend money on the issue.

Commissioner Katz had brought this up within a month of his election and there has been steady progress for the past two and a half years. At the end of the day, the Commission should take over the QPOD, pay down the debt with the existing revenue from those taxpayers in the Special Taxing District and seek a pathway forward. He explained the QPOD is a geographical area on Quantum Boulevard by I-95. Property owners pay a special tax assessment to a District that was controlled by individuals who were not good stewards of the monies and millions of dollars was wasted over time. Now they are on the cusp of paying down the debt and eliminating the tax entirely for the affected residents and businesses, and developing a new eco-park on the west side of 95, getting out of the lawsuits, and many other positive outcomes. The most important thing for him was to develop the park and eliminate the extra tax. He appreciated the support of the Commission. He commented Special Taxing Districts go rogue and deviate from their purpose. He thanked all, including City Attorney Cherof. Vice Chair Romelus thanked Commissioner Katz for his diligence.

C. **PROPOSED RESOLUTION NO. R18-180** - Authorize the Mayor to sign the Second Amendment to the Interlocal Agreement between the City of Boynton Beach and Boynton Beach Community Redevelopment Agency (CRA) for the CRA funding of the Neighborhood Officer Policing Program for FY 18/19 for an amount not to exceed $370,000.

Motion

Vice Mayor Romelus moved to approve. Commissioner McCray seconded the motion.

Commissioner McCray noted Chief Gregory said he would review this issue in six months and asked when he would receive a report. Police Chief Gregory responded he has not issued a report or been here six months. During the beginning of 2019, he will have some additional recommendations and he supports the continuation of the program as it currently exists.

Vice Mayor Romelus asked Chief Gregory to reiterate the mission for the Police Department given at the Town Hall meeting he had held. Chief Gregory explained they are focused on crime reduction, a safe community and they are doing so via community policing. They are focusing on partnerships, transformation within the organization, and working hand-in-hand with the Commission and residents to reduce crime in the City.

Vice Chair Romelus commented they are taking an organization comprised of three officers and expanding the initiative department-wide and she thought that was the direction they should be moving in. It improves trust and they will accomplish a lot.

Vote

The motion unanimously passed.

12. LEGAL

A. City Commission is requested to review the Lien Reduction orders issued by the Special Magistrate at the October 18, 2018 Hearing for Case(s) # 98-792; 15-2066; 10-399; 01-3059; 02-2942.

Lillian Mayhew, 313 SE 21st Avenue, explained the liens were placed against her mother's property over the years. Her mother is almost 92 and has physical and mental disabilities. She has not been able to maintain her property. If she were young and healthy and could, she could understand the liens. She emphasized she has not thumbed her nose at the City, she had just been unable to address them. Ms. Mayhew advised she moved her mother into her home so she could clean her mother's property. She spent a lot of money and five months working hard to clean it up and it was expensive. The property passed the inspection and the magistrate reduced the liens, however, she would still owe $16,000 and her mother has no money. Her mother lives on minimal social security and food stamps. Ms. Mayhew was covering her bills and her credit cards were maxed out. They do not have the money to pay for the reduced cost. Ms. Mayhew commented she did not have to address the property, but she took it upon herself to do so. She appealed to the City Commission for compassion to remove the cost. She did all she could to accommodate the City and requested the City's help.

Commissioner McCray learned the mother is 92, in a wheelchair and she is going into Alzheimers. She has a $700 social security check. He noted the City tries to recoup administrative costs and asked if she could pay half the administrative costs and learned she could not. She is maxed out on credit cards trying to cover the bills. The mother hoped to move back to her home and they still have all the bills to pay, taxes and utilities. She would not be on food stamps if she had money. Two years ago, Ms. Mayhew had to sell her home and buy a less expensive home. Since her mother had been affiliated with her property at one time, the title company would not close until she paid all the administrative fees on all five liens. She already paid more than $3,200 for administrative fees. To have to pay it again would be double jeopardy. She did not understand why her mother was being punished for a disability. Commissioner McCray thought the fees should be vacated.

Commissioner Katz agreed with Commissioner McCray and hoped whatever system she worked out to assist her and remedy the situation could be replicated so if there were issues with the property again, they could be rectified. He hoped she would be proactive in the future to avoid the situation reoccurring. He thought based on the circumstances, the fines should be waived.

Motion

Vice Mayor Romelus moved to approve eliminating all the fines and fees on the property. Commissioner Katz seconded the motion.

Mayor Grant agreed and commented if she already paid the administrative fees, she should not have to pay them a second time. The motion should wipe out the remaining amount of debt.

Vote

The motion unanimously passed.

B. **PROPOSED ORDINANCE NO. 18-032 - SECOND READING -** Approval of Ordinance amending Chapter 4, Animals and Fowl, by adding a new section 4-39 adopting new regulations regarding the retail sale of dogs and cats. ***(Tabled to December 4, 2018 due to advertising deadline)***

Motion

Commissioner McCray moved to remove Items B and C from the table. Vice Mayor Romelus seconded the motion that unanimously passed.

Attorney Cherof read Proposed Ordinance No. 18-032 by title only on second reading.

Motion

Vice Chair Romelus moved to approve. Commissioner McCray seconded the motion.

Vice Chair Romelus noted there were some concerns about the Ordinance and Attorney Cherof advised they were addressed. He reviewed the details in the letter, but the facts of the situation were different in Boynton Beach. He recommended adoption of the Ordinance as is on Second Reading. Mayor Grant asked if the City has retail pet sales in the City and learned the City did not. The Ordinance addresses the migration of businesses the City does not want because they are banned in other cities. The Ordinance would not prevent someone breeding animals in their homes. Mayor Grant agreed with the Ordinance. He noted Tri-County Animal Shelter has plenty of animals needing homes.

Vote

Deputy City Clerk Nieves called the roll. The motion passed 5-0.

C. **PROPOSED ORDINANCE NO. 18-033 - SECOND READING** - Amending Part II. "Code of Ordinances," Chapter 15, "Offences-Miscellaneous," Article I, "In

General," Sections 15-8.1 Through 15-8.8; Creating Section 15-8.9 Entitled "Measurement Of Noise". ***(Tabled to December 4, 2018 due to advertising deadline)***

Attorney Cherof read proposed Ordinance No. 18-133 by title only on Second Reading.

Motion

Vice Mayor Romelus moved to approve. Commissioner McCray seconded the motion.

Mayor Grant thanked the City as noise was an issue. He queried if this allowed the Police Department to intervene or only Community Standards and learned the Ordinance is broader than Community Standards. Once the Ordinance passes, it has significant authority for enforcement.

Vote

Deputy City Clerk Nieves called the roll. The motion passed 5-0.

Commissioner Katz resumed discussion on the Advisory Board listings. He understood Ms. Oyers seat was not up for renewal and asked for clarification. Deputy City Clerk Nieves responded her seat was up for renewal and she did not apply for the Planning Board, only the Arts Commission.

Motion

Commissioner McCray moved to approve Mayor Grant's request to disburse $200 of his Community Support Funds. Vice Mayor Romelus seconded the motion that unanimously passed.

Commissioner McCray advised he wanted to give $1,000 to the same group.

Motion

Vice Mayor Romelus so moved. Commissioner Katz seconded the motion that unanimously passed.

Vice Mayor Romelus announced she wanted to give $500 also to the Tiger Band.

Motion

Board Member McCray seconded the motion that unanimously passed.

Susan Oyer, 140 SE 27th Way, explained she was sent two applications. Someone showed her the online copy, which was 10-27, which means the Planning and

Development application was sent a few days to several days before the Arts Commission application. Then, after the last meeting, a regular member resigned for absences, and she sent an email requesting she be moved to the regular position on the Arts Commission. She thought the problem was she was sent two applications; one for each Board. She thought there may have been some miscommunication along the way. She was not repealing her Planning and Development application, which she submitted first. She was on the Board for over a year and contended it was a clerical error because she was sent two applications. Not one. It was noted Ms. Oyer had been appointed in the middle of a term.

Mayor Grant did not doubt she filed an Advisory Board Application. He asked if someone wanted to make a motion for reconsideration of their vote knowing Ms. Oyer was an applicant for a regular or an alternate position on the Planning and Development Board.

Vice Mayor Romelus commented, regarding appointing someone to a second Board when they have already been appointed to a first Board, it may be a rectification to the problem.

Commissioner McCray commented Ms. Oyer was an alternate. Mayor Grant was okay with Chris Simon serving on the Planning and Development Board unless he did not want to serve on that Board. Then the Commission can use Ms. Oyer's application. Ms. Oyer commented she did not know Mr. Simon. She has never seen him and she did not think anyone on the Planning and Development Board did either. She questioned why after being on the Board, she was not considered for a renewal, over someone they have never seen before. Mayor Grant explained it was his choice. Commissioner Katz did not know how to remedy the situation fairly. He sympathized and apologized if there was an error.

13. FUTURE AGENDA ITEMS

A. Commission wants to discuss public safety as it relates to the Town Square Redevelopment - **TBD**

B. Staff to bring information concerning the following land parcels for the Commission to review – **TBD**

Nichols Property
Rolling Green
Girl Scout Park

D. Discuss a prohibition for appointed and Elected Officials in the City of Boynton Beach from serving as paid lobbyist subsequent to their time on their board or the Commission – **TBD**

Commissioner Katz requested after the holidays, as a Future Agenda Item, a discussion to potentially direct staff to review the Planning and Development process to see if there

is a way to identify efficiencies or software or technology improvements that could speed the review of development projects. He thought lessening the time it takes a project to go through the process would be advantageous. He wanted staff to put a concerted effort to review whether additional manpower or technology was needed.

Commissioner McCray queried if there were openings in the Department and learned there are some vacant positions, but individuals were already selected for them and were currently onboarding. Then the Department will be full. He noted it was difficult to fill some of those positions.

Mayor Grant commented the two Future Agenda Items was the Green Spot Electric Vehicles in the City, which he hoped would be on the agenda in January. Ms. LaVerriere agreed to bring the item back. Commissioner McCray also inquired how long the properties associated with Item 13B would remain on the agenda. Ms. LaVerriere responded she needed to revisit the item with each Commissioner and prioritize them. She could bring back an item on the condition of the properties. Commissioner McCray noted the item was on the agenda for nearly a year. If it would not be addressed, the item should be removed. Mayor Grant wanted to add the City's properties on SW 3rd Avenue. He was aware the City had a property next to the railroad tracks and another one out west near SW 8th Street.

14. ADJOURNMENT

Motion

There being no further business to discuss, Commissioner McCray moved to adjourn. Vice Mayor Romelus seconded the motion that unanimously passed. The meeting was adjourned at 8:24 p.m.

(Continued on next page)

CITY OF BOYNTON BEACH

Mayor - Steven B. Grant

Vice Mayor - Christina Romelus

Commissioner – Justin Katz

Commissioner – Mack McCray

Commissioner – Aimee Kelley

ATTEST

Queenester Nieves
Deputy City Clerk

Catherine Cherry
Minutes Specialist

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 12/18/2018

REQUESTED ACTION BY COMMISSION: Approve Task Order UT-2C-02 with CDM Smith in the amount of $180,931 in accordance with RFQ No. 046-2821-17/TP, General Consulting Services Contract, Scope Category C awarded by Commission on August 7, 2018 for Migration of Lift Stations, Wells and Potable Water Storage facilities to a new Supervisory Control and Data Acquisition (SCADA) platform.

EXPLANATION OF REQUEST:
The wastewater lift stations, raw water wells and the remote water storage facilities were upgraded to a new control system in 2008 and 2009 as part of a program to standardize on a new SCADA system. Since that time the SCADA software, VTScada, has been upgraded frequently to the latest version. Significant changes were introduced in VTScada Version 11 that necessitate a major overhaul of the SCADA programming and Human Machine Interface (HMI) screens. The water plants are already on Version 11 but the other equipment is still on Version 10. This requires running two different server platforms and the Version 10 hardware is beyond its intended life span.

The project will require major modifications to the VTS database, design and programming of new HMI screens and assigning new data tags to the information coming in from the field. The system handles in excess of 70,000 data points from the remote stations at any one time.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? The upgrade will improve the reliability of the central monitoring of the remote pumping of our raw water, potable water and wastewater facilities. Standardizing operations on a single platform will greatly simplify system support.

FISCAL IMPACT: Budgeted
Funds are available in the Capital Improvement Plan at account
403-5000-535-65.04

ALTERNATIVES: Continue operating on the old platform with the increasing risk of failure.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Addendum	Task Order
Contract	General Consulting Contract - CDM Smith

Collection Systems, ASR, and Wellfield VTScada Upgrade

Contract No.: 046-2821-17/TP – General Consulting Services

Scope Category "C"

Task Order No. UT-2C-02

Background

This Task Authorization – Collection Systems, ASR, and Wellfield VTSCADA Upgrade, when executed, shall become part of the Agreement for Professional Services between the City of Boynton Beach (CITY) and CDM Smith Inc. (CONSULTANT) dated August 20, 2018 as it relates to supporting the replacement and/or modification of the current collection system, aquifer storage and recovery (ASR), and wellfield VTScada application. This system monitors and controls the referenced applications and communicates to the existing field devices through Motorola FIUs and a radio network and was installed by DCR Engineering Services, Inc. The existing system has a DCR proprietary layer integrated into the application which is no longer supported and thus prevents the CITY from upgrading to the current version of VTScada. To rectify this, the CITY would like to upgrade the VTScada application to the latest version and remove the DCR layer.

Scope of Work

To support the replacement and/or modification of the current collection systems, ASR, and wellfield VTScada application, the CONSULTANT will review the existing application for functionality, including the DCR layer, and a new application will be developed (and/or modified) using the existing screens in the East Plant HMI application as a design guide.

Task 1 – VTScada Upgrade

CONSULTANT will review the existing application including the DCR layer for functionality and design. The CONSULTANT will provide a basic version upgrade which will replace the existing system with the base operations and develop and/or modify the required screens and reports.

Subtask 1.1 –Graphic Screens and Database Work

Each individual process area is controlled by a PLC (one PLC could control more than one process area). The VTScada Upgrade will include development of the graphic screen(s) for a process area as well as the creation of database HMI tags for it.

Graphic screens to be included:

1. System overview screen for top level navigation
2. Standard 2 Pump Lift Station Screen
3. Standard 3 Pump Lift Station Screen
4. FIU status screen (previously named DCR Manager Screen)
5. 1 MG & 3 MG Storage Tank Screens (1 screen for each tank)

6. West Well Status Screen
7. Eight map-style station screens
8. Lift Station Status Screen
9. ASR #1 & ASR #2 Screens (2 screens for each ASR)
10. Sludge Collection Pit Screen
11. Polymer Injection Unit Screen
12. Phosphate Injection Unit Screen
13. West Plant Switchgear Screen
14. Stations Disregard List Screen
15. Station Comm Status Screen (previously named CommStats Screen)
16. Distribution Overview Screen
17. Modbus Driver Status Pop-Up (previously named Terry Screen)

The CONSULTANT will participate in a workshop with the CITY to review the screen design and layout; and identify the proper use of the CITY HMI standards and guidelines from the existing screens of East Plant HMI application. The screen design will be finalized based on the comments received from the workshop. The CONSUTLANT will develop HMI tags to communicate between VTScada and the FIUs. The graphic screens and the HMI database developed in the virtualization environment will be verified with proper functionality of the overall system. CONSULTANT shall conduct an unwitnessed system integration test in-house using simulation RTU/PLC software in lieu of actual onsite RTU/PLCs for connection to HMI system.

CONSULTANT shall conduct a witnessed factory test (WFT) at the client location. This test will consist of one runtime client loaded with the new application. The test is to offer CITY a view of finalized graphic screens and operation. Testing results shall meet the CITY'S expectations, as defined in the workshop, for appearance and functionality.

Subtask 1.2 – Reporting

The CONSULTANT will provide the following reports:

1. Daily LS report on run times etc.
2. Monthly report from the ASRs for FDEP.
3. Monthly report for SFWMD on well pumpage.

The CONSULTANT will obtain the report information associated with the process area and implement the necessary reports/ modifications as requested by the CITY.

Subtask 1.3 – Installation of VTScada Software V11.3

CONSULTANT's will install VTScada software V11.3 on the Development Server provided by the City. The new VTScada will be running in parallel with the existing system and CONSULTANT will monitor the correct anomalies on the new system. The two systems will operate in parallel

until the CITY has verified the proper operation of the new system at which point the old system will be decommissioned by the CONSULTANT.

Task 2 – Project and Quality Management Meetings

Activities performed under this task consist of those general functions required to maintain the project on schedule, within budget, and that the quality of the work products defined within this scope is consistent with the CONSULTANT's standards and the CITY's requirements. Specific activities included are identified below:

Subtask 2.1 –Progress Meetings

The CONSULTANT will meet with the CITY at regular intervals during the duration of the project to discuss the progress of the project. A total of three progress meetings have been planned for budget estimating purposes. The CONSULTANT will prepare meeting notes of each meeting as appropriate. This task also includes internal team meetings.

Subtask 2.2 – Project Quality Management

The CONSULTANT maintains a quality management system (QMS) for CITY projects performed by the CONSULTANT. Technical reviews of deliverables are budgeted for and will be performed to review various milestone submittals.

Subtask 2.3 – Project Status Reports

The CONSULTANT's project manager will prepare and submit a monthly written status report and invoice for anticipated project duration of 4 months. Additionally, the CONSULTANT will provide email updates as requested by the CITY.

Assumptions

The above described engineering services have been based upon the following assumptions:

- CONSULTANT will not import historical data.
- The CONSULTANT will provide training during the commissioning activities on the new system. Training material and formal training classes are not included.
- The CITY is currently under Trihedral support. The CONSULTANT assumes the upgrade is included in this support contract and have not included license costs.
- The CITY will provide all hardware including the new servers for the VTScada application. The CITY will configure all hardware with the necessary operating systems and settings.
- Modification of the FIU or RTU programs to remove the DCR layer is not included. It is our understanding that this is not required.
- The DCR layer has custom configuration screens for adding and configuring layers. As the scope of this project is to remove the DCR layer, replicating that functionality is not included.

- CONSULTANT has not included time to go to each remove site for verification. Each site communicates to its FIU which concentrates the data for communications to and from VTScada. Time to check two of each type of site for verification is included.

Deliverables

The CONSULTANT will provide the following deliverables to the CITY:

- Meeting notes for the project kickoff meeting, workshop, and project status review meetings.
- VTScada software V11.3 on the Development Server provided by the City.

Fee

For the services performed under this Task Authorization, the CITY agrees to pay the CONSULTANT the lump sum fees of $180,931. The fee build-up for the lump sum amount are presented in the attached tables and subconsultant scope.

Schedule

The CONSULTANT shall complete the work within 6 months of receipt of the notice-to-proceed from the City. A project schedule will be developed following the project kickoff meeting with CITY staffs.

Collection Systems, ASR, and Wellfield VTScada Upgrade
Task Order No. UT-2C-01
Budget

Task No.	Description	Principal $270 Hrs	Project Manager $250 Hrs	Inst. Eng. $210 Hrs	Engineer $160 Hrs	Technician $140 Hrs	Clerical $120 Hrs	Total Hours Hrs	Total Labor $	McKim & Creed $	ODCs $
1	VTScada Upgrade										
1.1	Graphic Screens and Database Work	0	0	0	0	0	0	0	$ -	$ 102,262	$ -
1.2	Reporting	0	0	0	0	0	0	0	$ -	$ 24,808	$ -
1.3	Installation of VTScada Software V11.3	0	0	0	0	0	0	0	$ -	$ 30,376	$ -
2	Project and Quality Management Meetings										
2.1	Project Meetings	2	6	6	0	0	2	16	$ 3,540	$ -	$ 300
2.2	Project Quality Management	4	2	4	0	0	0	10	$ 2,420	$ -	$ -
2.3	Project Status Reports	0	4	0	0	0	4	8	$ 1,480	$ -	$ -
	SUB-TOTAL	6	12	10	0	0	6	34	$ 7,440	$ 157,446	$ 300
	Subconsultant Markup (10%)									$ 15,745	
	Total Project										$180,931

CDM
BOYNTON BEACH COLLECTIONS VTSCADA UPGRADE
SCOPE OF SERVICES
Revision 3

December 3, 2018

I. PROJECT DESCRIPTION

The City of Boynton Beach has an existing VTScada HMI system that monitors and controls their collections system, ASR wells and two well fields. This system communicates to the existing field devices through Motorola FIUs and a radio network and was installed by DCR Engineering Services, Inc. The system has their proprietary DCR Layer integrated into the application which is no longer supported and thus prevents Boynton Beach from upgrading to the current version of VTScada. To rectify this, Boynton Beach would like to upgrade the VTScada application to the latest version and remove the DCR Layer.

The approach to this project will be a replacement of the current Collections VTScada application. The existing application will be reviewed for functionality, including the DCR Layer, and a new application will be developed using the existing screens in the East Plant HMI application as a design guide.

II. SCOPE OF SERVICES

The development of the new application and its implementation will be performed by M&C. M&C will include CDM in the development process and details to familiarize CDM with the application so they can provide local support to the city after project completion. During the development of the application, samples of the screens will be provided to CDM for review with the city. A workshop to discuss the screen designs and determine the final look and functionality will be held with CDM and the city. Upon receipt of all comments, the screens will be finalized. Tags to communicate data between VTScada and the FIUs will be created and tied to the graphics for monitoring and control capability. These tags will be configured for trending and alarming. New VTScada software V11.3 will be installed by M&C on new servers provided by the city and tested internally. Once the system has passed internal testing, the servers will be installed at the East Plant and the system will be placed in service in parallel to the existing system. The two systems will operate in

parallel to each other until CDM and the city have verified the proper operation of the new system at which point the old system will be removed.

M&C will perform the following tasks:

A. Provide project management and quality assurance/checking services throughout the project.
B. Participate in an on-site project kick-off meeting to discuss the scope and schedule associated with the project.
C. Review the existing application including the DCR Layer for functionality and design.
D. Develop new screens using the East Plant VTScada screens as a design guide. Screens to be included will be:
1. System overview screen for top level navigation
2. Standard 2 Pump Lift Station Screen
3. Standard 3 Pump Lift Station Screen
4. FIU status screen (previously named DCR Manager Screen)
5. 1 MG & 3 MG Storage Tank Screens (1 screen for each tank)
6. West Well Status Screen
7. Eight map style station screens
8. Lift Station Status Screen
9. ASR #1 & ASR #2 Screens (2 screens for each ASR)
10. Sludge Collection Pit Screen
11. Polymer Injection Unit Screen
12. Phosphate Injection Unit Screen
13. West Plant Switchgear Screen
14. Stations Disregard List Screen
15. Station Comm Status Screen (previously named CommStats Screen)
16. Distribution Overview Screen
17. Modbus Driver Status Pop-Up (previously named Terry Screen)

E. Develop a single DEP report for the ASR wells, a single lift station daily run times report and a single report for the well monthly pumpage for SFWMD using the current city report templates.
F. Participate in a workshop with CDM and the city to review the screen design and functionality.
G. Finalize the screen design based on the comments received from the workshop.
H. Develop HMI tags to communicate between VTScada and the FIUs. There are approximately 47,000 tags in the current system.
I. Install the VTScada V11.3 software on new servers provided by the city
J. Test the application internally for QA/QC

K. Implement the new servers at the East Plant

L. Check-out the new VTScada application to verify proper monitoring and control of the stations. The system will be placed in service in parallel to the existing system.

M. After CDM and the city have verified the proper operation of the new system, remove the old system.

M&C has assumed the following:

A. We have not included importing historical data.

B. We anticipate providing informal training during the commissioning activities on the new system. Training material and formal training classes have not been included.

C. The city is currently under Trihedral support. We have assumed the upgrade is included in this support contract and have not included license costs.

D. The city will provide all hardware including the new servers for the VTScada application. The city will configure all hardware with the necessary operating systems and settings.

E. We have not included modification of the FIU or RTU programs to remove the DCR Layer. It is our understanding this is not required.

F. The DCR Layer has custom configuration screens for adding and configuring stations. As the scope of this project is to remove the DCR Layer we have not included replicating that functionality.

G. We have not included time to go to each remote site for verification. Each site communicates to its FIU which concentrates the data for communications to and from VTScada. We have included time to check two of each type of site for verification.

M&C offers this scope at the fee below:

We have provided a breakdown of costs attached to this proposal for your convenience. The project will be executed as a lump sum project. Monthly invoices equal to the completion percentage of the project will be issued.

TOTAL $157,446.00

M&C estimates 6-8 months to complete the project after receipt of order from CDM.

CDM Smith
City of Boynton Beach Collections VTScada Upgrade
MCKIM & CREED MANPOWER AND COSTS
12/3/18

R3

		Engineering Hours												Expenses										
	TASK	ENG MGR	PM	PE IV	PE III	SENIOR I&C SPEC	I&C SPEC	ENG INTERN	DES III		Admin Asst		Labor Sub Total	Mileage Miles 0.575	Mileage $	Airline $	Rental Car $	Meals/ Lodging $	Copies & Plans $	Material 10%	Sub 10% $	Expenses Sub Total	Total
	Labor Code	$230	$185	$177	$170	$140	$125	$115	$110		$78													
1	**Collections VTScada Upgrade**																							
													$0		$0							$0	$0
	Project Management	40									12		$10,136		$0							$0	$10,136
	Kick off and status meetings	16				16							$5,920	500	$288			$800				$1,088	$7,008
	Review existing VTScada application with DCR Layer					24							$3,360		$0							$0	$3,360
	Screen Design (17 main screens)					408							$57,120		$0							$0	$57,120
	Screen Design (3 standard lift station screens)					72							$10,080		$0							$0	$10,080
	Screen Design (alarming and status screens)					24							$3,360		$0							$0	$3,360
	Create tags (47,000 tags)					80							$11,200		$0							$0	$11,200
	Monthly ASR, LS report and well report development					50							$7,000		$0							$0	$7,000
	Workshop with City for screen review	16				16							$5,920	500	$288			$400				$688	$6,608
	Finalize screen design					80							$11,200		$0							$0	$11,200
	Load new app and test internally					80							$11,200		$0							$0	$11,200
	Site load and testing					80							$11,200	500	$288			$1,200				$1,488	$12,688
	Address punch list items					40							$5,600	500	$288			$600				$888	$6,488
													$0		$0							$0	$0
													$0		$0							$0	$0
	Subtotal Hours	72	0	0	0	970	0	0	0	0	12	0	$1,054										
	Subtotal Cost	$16,560	$0	$0	$0	$135,800	$0	$0	$0	$0	$936	$0	$153,296									$4,150	$157,446
													$0		$0							$0	$0
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	Subtotal Hours	0	0	0	0	0	0	0	0	0	0	0	0										
	Subtotal Cost	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0									$0	$0

TASK MANPOWER AND COSTS SUMMARY

1	**Collections VTScada Upgrade**	**$157,446**
0	**0**	**$0**

GENERAL CONSULTING SERVICES AGREEMENT

THIS AGREEMENT[1] is entered into between the City of Boynton Beach, hereinafter referred to as "the CITY", and CDM SMITH, INC., hereinafter referred to as "the CONSULTANT", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

WHEREAS, pursuant to Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act, the CITY'S Procurement Code, the City of Boynton Beach solicited proposals for professional consulting services from qualified engineering firms for required City services; and

WHEREAS, THE CITY issued a Request for Qualifications for General Consulting Services for the City of Boynton Beach, RFQ No. 046-2821-17/TP; and

WHEREAS, the City Commission designated CONSULTANT as one of several qualified consulting firms to provide General Consulting services to the CITY; and

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

ARTICLE 1 - SERVICES

1.1 CONSULTANT agrees to perform General Consulting 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 specified projects which may be assigned to CONSULTANT is in conjunction with:

	Scope Category A	Water Plant Modifications, Capacity and Operations Evaluation
☒	Scope Category B	Infrastructure Improvements and Evaluations
☒	Scope Category C	Ancillary Studies and Services
	Scope Category D	Transportation Services
	Scope Category E	Architectural and Landscaping Design Services

1.2 SERVICE AND RESPONSIBILITIES

1.2.1 GENERAL: The CONSULTANT agrees to perform work assigned by Task Order(s) under such terms as set forth in the Task Order(s). The terms of the Task Order(s) shall be supplemental to the terms of this Agreement.

1.2.2 The CONSULTANT is responsible for defects in its work and in the work of its Sub-consultants' work.

[1] The term "Agreement" has the same meaning as the term "contract".

1.2.3 PRELIMINARY SERVICES PHASE: The CONSULTANT shall prepare preliminary studies and reports, feasibility studies, financial and fiscal studies, and evaluation of existing facilities, preparation of schematic layouts and sketches where required; develop construction budgets, opinions of Probable Construction Cost, and shall consult and confer with the CITY as may be necessary for the CITY to reach decisions concerning the subject matter. The CONSULTANT shall attend meetings with the CITY Commission and CITY staff as may be required, and provide the CITY with a time schedule which shall include but not be limited to submittal of all milestones related to the project up to delivery of 100% construction documents.

1.2.4 During the preliminary services phase, the CONSULTANT shall advise the CITY, based on CONSULTANT'S professional opinion and the current project conditions and reasonably foreseeable conditions of the completeness of existing data and its suitability for the intended purposes of the project; CONSULTANT to obtain data from other sources; identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the project; provide analyses of the CITY'S needs for surveys; perform site evaluations and comparative studies of prospective site and solutions; and prepare and furnish a report to the City setting forth the CONSULTANT'S findings and recommendations.

1.2.4.1 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property, and field surveys for design purposes and engineering surveys and staking to enable Contractor to proceed with their work, and providing other special field surveys.

1.2.4.2 Preliminary design services to be performed by the CONSULTANT shall include consultation and advice concerning the extent and scope of proposed work and preparation of preliminary design documents consisting of design criteria, preliminary drawings, and outline specifications as well as preliminary estimates of probable Construction Costs. This phase will also include preparation of a preliminary site plan or schematic drawings when appropriate. Up to six (6) copies of the preliminary design documents shall be furnished to the CITY, the exact number needed shall be determined by the CITY.

1.2.4.3 CONSULTANT shall provide environmental assessment and impact statements as required to determine the suitability of the site and its surrounds for the proposed project; and/or

1.2.4.4 Upon authorization of the CITY, the CONSULTANT will provide advice and assistance relating to operation and maintenance of project or other systems; evaluate and report on operations; assist the CITY in matters relating to regulatory agency operations review or operating permit non-compliance; assist

with startup and operator training for newly installed or modified equipment and processes, and in the preparation of operating, maintenance and staffing manuals for the project.

1.2.5 BASIC SERVICES: The CONSULTANT shall consult and advise the CITY in the following manner: specifying the extent and scope of the work to be performed; prepare detailed construction drawings and specifications; revise and update, where necessary, previously designed construction plans and specifications, whether in whole or in part, to be incorporated into the proposed work and prepare construction documents and final estimate of probable Construction Cost. The final design services shall be provided in an electronic format, and shall also include furnishing up to six (6) copies of plans and specifications to the CITY; the exact number needed shall be determined by the CITY.

1.2.6 Final design services shall also include preparation of permit applications as may be required by such agencies as have legal review authority over the project. These applications shall include but not be limited to site plan approvals or other permits and work efforts and shall also consist of meetings at staff level and meetings with the appropriate governing body and the CITY. Unless specifically provided for under the final design phase, permit application services do not include applications requiring environmental impact statements or environmental assessments, consumptive use permits and landfill permits.

1.2.6.1 The CONSULTANT based upon the approved design documents and any adjustments authorized by the CITY in each project, project schedule or construction budget shall prepare for approval by the CITY, design development documents consisting of drawings and other documents to fix and describe the size and character of each project's civil engineering, environmental, landscape, architectural, structural, mechanical, and electrical systems and any other requirements or systems, materials and such other elements as may be appropriate for a complete project. The CONSULTANT shall also advise the CITY of any adjustments to the preliminary estimate of probable Construction Costs.

1.2.6.2 The CONSULTANT based on CITY approved design development documents and any further adjustments in the scope or quality of the project or in the construction budget shall prepare Construction Documents within the number of calendar days specified within any notice issued by the CITY. The Construction Documents shall consist of drawings and specifications setting forth in detail the requirements for the construction of the project.

1.2.6.3 The CONSULTANT shall assist the CITY in the preparation of the necessary proposal information and forms.

1.2.6.4 The CONSULTANT shall advise the CITY of any adjustments to previous estimates of probable Construction Costs indicated by changes in codes, administrative and jurisdictional requirements

of general market conditions.

1.2.6.5 The CONSULTANT shall submit to the CITY for each project, electronic format and up to six (6) copies of the Construction Documents, and a further revised estimate of total probable Construction Cost.

1.2.6.6 CONSULTANT shall include in the Construction Documents a requirement that the construction contractor shall provide a final as-built survey of the project in Autocad electronic format by a registered Land Surveyor, and provide marked up construction drawings to the CONSULTANT so that the CONSULTANT can prepare and deliver to the CITY the record drawings in the form required by the CITY and as required.

1.2.6.7 Prior to final approval of the Construction Documents by the CITY, the CONSULTANT shall conduct a thorough review and quality control evaluation of the entire work product for compliance with requirements of any local, state, or federal agency from which a permit or other approval is required. The CONSULTANT shall make sure that all necessary approvals have taken place.

1.2.6.8 Prior to each phased submittal, the CONSULTANT shall conduct a thorough quality control review and assessment of the work product to determine whether the work is properly coordinated and confirm that the CITY and agency comments have been addressed and incorporated into the Contract Documents. The CONSULTANT shall provide to the CITY a Quality Assurance and Quality Control plan in a format that advises the CITY that all work has been performed as required. A report shall be submitted in accordance with those standards to apprise the CITY that due care has been taken in the preparation of the Contract Documents.

1.2.6.9 The CONSULTANT shall signify responsibility for the Contract Documents including technical specifications and drawings prepared pursuant to this Agreement by affixing a signature, date and seal as required by Florida Statutes Chapters 471 and 481, if applicable. The CONSULTANT shall comply with all of its governing laws, rules, regulations, codes, directives and other applicable federal, state and local requirements in preparation of the work.

1.2.7 The CONSULTANT shall provide the construction documents, technical specifications and drawings completed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

1.2.8 The CONSULTANT following the CITY'S approval of the Construction Documents and the latest estimate of probable Construction Cost shall when so directed and authorized by the CITY, assist the CITY in obtaining proposals or negotiated proposals, and assist in preparing contracts for construction.

1.2.8.1 The CONSULTANT shall review and analyze the proposals received by the CITY and shall make a recommendation for any award based on the CITY'S Procurement Administrative Policy Manual.

1.2.8.2 Any Opinion of the Construction Cost prepared by CONSULTANT represents its judgment as a design professional and is supplied for the general guidance of the CITY. Since CONSULTANT has no control over market conditions, CONSULTANT does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the CITY. If the project is not advertised for proposals within three (3) months after delivery of Final Design Plans, through no fault of the CONSULTANT or if either local market conditions or industry-wide prices have changed because of unusual or unanticipated events effecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit may be adjusted as determined by the CITY'S Representative and as approved by the CITY, if necessary. Additionally, if the CITY expands a project scope of work after the CONSULTANT renders the Final estimated probable Construction Cost of the Final Design Plans, the CONSULTANT shall not be responsible for any redesign without compensation which shall be mutually agreed to by the parties hereto.

1.2.8.3 The CONSULTANT shall provide the CITY with a list of recommended prospective bidders.

1.2.8.4 The CONSULTANT shall attend all pre-proposal/per-bid conferences.

1.2.8.5 The CONSULTANT shall recommend any addenda, through the CITY'S representative as appropriate, to clarify, correct, or change proposal documents.

1.2.8.6 If Pre-Qualification of bidders is required as set forth in the Request for Proposals or Invitation to Bid (two-step bid process), CONSULTANT shall assist the CITY, if requested in developing qualifications criteria, review qualifications and recommend acceptance or rejection of the bidders.

1.2.8.7 If requested, CONSULTANT shall evaluate proposals and bidders, and make recommendations regarding any award by the CITY.

1.2.9 The CITY shall make decision on all claims regarding interpretation of the Construction Documents, and on all other matters relating to the execution and progress of the Work after receiving a recommendation from the CONSULTANT. The CONSULTANT shall check schedules, shop drawings and other submissions for the limited purpose of checking conformance with the concept of the project, and for compliance with the information given by the Construction Documents. The CONSULTANT shall also review change orders prepared and submitted by Contractor and review and make recommendations to the City for progress payments to the Contractor based on each project schedule of values and the percentage of work completed. The CONSULTANT will neither have

control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs in connection with the construction of the assigned task order projects.

1.2.9.1 The CITY shall maintain a record of all change orders which shall be categorized to the various types, causes, etc. that may be determined useful and necessary for its purpose.

1.2.9.2 If the CONSULTANT is not the Construction Manager for the construction, the CITY shall notify the CONSULTANT within three (3) days of the discovery of any architectural/engineering error or omission so that the CONSULTANT can be part of the negotiations resolving the claim between the CITY and the Contractor.

1.2.10 The CONSULTANT shall carefully review and examine the Contractor's schedule of values, together with any supporting documentation. The purpose of such review and examination will be to protect the CITY from an unbalanced schedule of values which allocates greater value to certain elements of each project than is indicated by industry standards, supporting documentation, or data. If the schedule of values is not found to be appropriate, it shall be returned to the Contractor for revision for supporting documentation. After making such examination, when the schedule of values is found to be appropriate, the CONSULTANT shall sign the schedule of values indicated informed belief that the schedule of values constitute a reasonable, balanced basis for payment of the Application for Payment to the Contractor.

1.2.11 The CONSULTANT shall perform on-site construction observation of each project based on the Construction Documents in accordance with paragraph 1.2.16 "Resident Project Services" of this Agreement. The CONSULTANT'S observation shall determine the progress of the work completed, and whether the work is proceeding in a manner indicating that the work when fully competed will be in accordance with the Construction Documents. On the basis of site visits, the CONSULTANT will provide the CITY with a written report of each site visit in order to reasonably inform the CITY of the progress of the portion of the Work completed. The CONSULTANT shall endeavor to identify for the CITY any defects and deficiencies in the work of contractors, and make written recommendation to the CITY where the work fails to conform to the Construction Documents. The CONSULTANT shall not have control over or charge of, or responsibility for the construction means, methods, techniques, sequences or procedures. or for safety precautions and programs in connection with the Work, nor shall the CONSULTANT be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The CONSULTANT shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. Based on such observation and the Contractor's Application for Payment, the CONSULTANT shall determine the amount due to the

Contractor and shall issue Certificates for Payment in such amount. These Certificates will constitute a representation to the CITY based on such observations and the data comprising the Application for Payment that the work has progressed to the point indicated. By issuing a Certificate of Payment, the CONSULTANT will also represent to the CITY that to the best of its information and belief, based on what its observation have revealed; the Work is in accordance with the Construction Documents. The CONSULTANT shall conduct observations to determine the dates of substantial and final completion and issue a recommendation for final payment.

1.2.12 The CONSULTANT shall revise the Construction drawings and submit record or corrected drawings to the CITY to show those changes made during the construction process based on the marked up prints, drawings and other data furnished by the Contractor. The record drawings shall be provided in electronic format inclusive of conformed PDF files and AutoCad files in a form compatible with the CITY'S version of AutoCad formats for archival purposes.

1.2.13 The CONSULTANT shall attend regularly scheduled progress meetings on site bi-monthly or as otherwise determined based on a specific need established prior to construction by the CITY.

1.2.14 The CONSULTANT shall review change orders prepared and submitted by the Contractor for the CITY'S approval. CONSULTANT shall not authorize any changes in the work or time, no matter how minor without prior written approval by the CITY.

1.2.15 Each project's construction or demolition shall be considered complete upon compilation of a punchlist by CONSULTANT, which shall be timely completed by Contractor to the satisfaction of the CITY, written notification to Contractor by CONSULTANT that all releases of liens are satisfied and written recommendation by CONSULTANT for final payment to the Contractor which shall be at the sole discretion of the CITY.

1.2.16 RESIDENT PROJECT SERVICES: During the Construction progress of any work, the CONSULTANT will if authorized by the CITY, provide resident project observation services to be performed by one or more authorized employees ("Resident Project Representative") of the CONSULTANT. Resident Project Representatives shall provide extensive observation services at the project site during construction. The Resident Project Representative will endeavor to identify for the CITY any defects and deficiencies in the work of the Contractor(s). Resident project observation services shall include but is not limited to the following:

- ❖ Conducting all pre-construction conferences;
- ❖ Conducting all necessary construction progress meetings;
- ❖ Observation of the work in progress to the extent authorized by the CITY;
- ❖ Receipt, review coordination and disbursement of shop drawings and other submittals;
- ❖ Maintenance and preparation of progress reports;

- ❖ Field observation and verification of quantities of equipment and materials installed;
- ❖ Verification of contractors' and subcontractors' payrolls and records for compliance with applicable contract requirements;
- ❖ Maintenance at each project site on a current basis of all drawings, specifications, contracts, samples, permits, and other project related documents, and at the completion of each project, deliver all such records to the CITY;
- ❖ Preparation, update and distribution of a project budget with each project schedule;
- ❖ Notification to the CITY immediately if it appears that either each project schedule or each project budget will not be met;
- ❖ Scheduling and conducting monthly progress meetings at which CITY, Engineer, general contractor, trade contractor, utilities representatives, suppliers can jointly discuss such matters as procedures, progress, problems and scheduling.
- ❖ Recommending courses of action, and enforcing action selected by the CITY, if so directed by the CITY, if the general and/or trade contractors are not meeting the requirements of the plans, specifications, and Construction Contract;
- ❖ Development and implementation of a system for the preparation, review, and processing of change orders;
- ❖ Maintenance of a daily log of each project;
- ❖ Recording the progress of each project, and submission of written monthly progress reports to the CITY including information on the Contractors' work and the percentage of completion;
- ❖ Determination of substantial and final completion of work and preparation of a list of incomplete and unsatisfactory items, and a schedule of their completion; and
- ❖ Securing and transmitting to the CITY, required guarantees; affidavits; releases; key manuals; record drawings; and maintenance stocks;

The Resident Project Representative shall also investigate and report on complaints and unusual occurrences that may affect the responsibility of the CONSULTANT or the CITY in connection with the work. The Resident Project Representative shall be a person acceptable to the CITY, and the CITY shall have the right to employ personnel to observe the work in progress, provided however that such personnel as employed by the CITY, and such personnel will be responsible directly to the CITY in the performance of work that would otherwise be assumed and performed by the CONSULTANT. The Resident Project Representative shall not have control over or charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Resident Project Representative be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Resident Project Representative shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

Although CONSULTANT shall not be responsible for health or safety

programs or precautions related to CITY"s activities or those of CITY's other contractors and consultants or their respective subcontractors and vendors ("Contractors"), CONSULTANT shall nonetheless report to the Resident Project Representative health and safety conditions or deficiencies observed by CONSULTANT'S employees or representatives. CONSULTANT shall not be responsible for CITY's pre-existing site conditions or the aggravation of those preexisting site conditions to the extent not caused by the negligence or willful misconduct of CONSULTANT. CONSULTANT shall not be responsible for inspecting, observing, or correcting health or safety conditions or deficiencies of CITY, Contractors or others at project site ("Project Site") other than for CONSULTANT's employees, subconsultants and vendors.

1.3 ADDITIONAL SERVICES

1.3.1 When additional services are necessary they shall be specified in the written Task Order. Examples of additional (not exclusive) services are:

- Preparation of applications and supporting documents for private or governmental grants, loans or advances in connection with any particular project.
- Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by or to the CITY.
- Services resulting from significant changes in the general scope, extent or character of any particular project or its design including but not limited to, changes in size, complexity, the CITY'S schedule, character of construction or method of financing, and revising previously accepted studies, reports, design documents or Construction Contract Documents when such revisions are required by changes to laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond the CONSULTANT'S control.
- Providing renderings or models for the CITY'S use.
- Preparing documents for alternate Proposals requested by the CITY for work that is not executed for documents for out-of-sequence work.
- Investigations and studies involving but not limited to, detailed considerations of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies; cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for a project; evaluating processes available for licensing and assisting the CITY in obtaining process licensing; detailed quantity surveys of material, equipment and labor, and audits or inventories required in connection with construction performed by the CITY.
- Assistance in connection with Proposal/proposal protests, re-bidding or re-negotiating contracts for construction, materials, equipment or services, unless the need for such assistance is reasonably determined by the CITY to be caused by the CONSULTANT (e.g. defective plans and/or specifications which inhibit contractors from submitting

proposals) in which event there shall be no additional cost for the provision of such services.

- ❖ Preparing to serve or serving as a CONSULTANT or witness for the CITY in any litigation, arbitration or other legal or administrative proceeding.
- ❖ Additional services in connection with a project not otherwise provided in this Agreement.
- ❖ Services in connection with a project not otherwise provided for in this Agreement.
- ❖ Services in connection with a field order or change order requested by the CITY.
- ❖ Providing artwork, models, or renderings as requested by the CITY.

1.3.2 When required by the Construction Contract documents in circumstances beyond the CONSULTANT'S control, and upon the CITY'S authorization, it will furnish the following additional services.

- ❖ Services in connection with work changes necessitated by unforeseen conditions encountered during construction.
- ❖ Services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of claims submitted by Contractor, except to the extent such claims are caused by the errors or omissions of the CONSULTANT.
- ❖ Additional or extended services during construction made necessary by 1) work damaged by fire or other cause during construction, 2) a significant amount of defective or negligent work of any contractor, 3) acceleration of the progress schedule involving services beyond normal working hours, or 4) default by any contractor; provided however, if a fire occurs as a direct result of errors or omissions in the design by the CONSULTANT or if the CONSULTANT fails to notify the Contractor of the deficient quality of their workmanship pursuant to CONSULTANT'S duties as described in the Contract Documents, the CONSULTANT'S additional services shall be deemed part of Basic Services and compensated as such.
- ❖ Services in connection with any partial utilization of any part of a project by the CITY prior to Substantial Completion.
- ❖ Services to evaluate the propriety of substitutions or design alternates proposed by the Contractor and involving methods of construction, materials, or major project components either during bidding and/or Negotiation services or Construction Contract award. The cost of such services shall be borne by the Contractor, and this requirement shall be included in the construction contract.
- ❖ Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by the Contractor, unless such substitutions are due to a design error by the CONSULTANT in which case such services shall be deemed Basic Services. Except when caused by a design error by the CONSULTANT, the cost of such services shall be borne by the Contractor, and this requirement shall be included in the construction contract.

1.4 CITY'S RESPONSIBILITIES

1.4.1 The CITY shall do the following in a timely manner so as not to delay the services of the CONSULTANT:

1.4.1.1 Designate in writing a person or persons to act as the CITY'S representative with respect to the services to be rendered under this Agreement. Such person(s) shall have complete authority to transmit instructions and receive information with respect to the CONSULTANT'S services for a particular project. The CITY may have multiple CITY Representative(s) or project managers during the performance of this AGREEMENT based on the specific task orders/written task orders from each of the Scope Categories.

1.4.1.2 Provide all criteria and full information as to the CITY'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

1.4.1.3 Assist the CONSULTANT by providing at the CONSULTANT'S request all available information pertinent to the Project including previous reports and any other data relative to design or construction of the project.

1.4.1.4 Furnish to the CONSULTANT, if required for the performance of CONSULTANT'S services (except where otherwise furnished by the CONSULTANT as Additional Services), the following:

1.4.1.5 Data prepared by, or services of others, including without limitations borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspection of samples, materials and equipment;

1.4.1.6 Appropriate professional interpretations of all of the foregoing;

1.4.1.7 Environmental assessment and impact statements;

1.4.1.8 Property, boundary, easement, right-of-way, topographic and utility surveys;

1.4.1.9 Property descriptions;

1.4.1.10 Zoning, deed and other land use restrictions;

1.4.1.11 Approval and permits required in the CITY'S jurisdiction and those from outside agencies unless such approvals and permits are the responsibility of the CONSULTANT; and

1.4.1.12 Arrange for access to make all provisions for the CONSULTANT to enter upon the CITY'S property as required for the CONSULTANT to perform services under this Agreement.

1.4.1.13 Consistent with the professional standard of care and unless otherwise specifically provided herein, CONSULTANT shall be entitled to rely upon the accuracy of data and information provided by the CITY or others without independent review or evaluation.

1.5 SEQUENCE OF EVENTS

1.5.1 Following receipt of any task order/written task order, the CONSULTANT shall submit to the CITY, at least five (5) days prior to actual commencement of services, a schedule of services and expenses for approval by the CITY before any services commence. The CITY reserves the right to make changes to the sequence as necessary to facilitate the services or to minimize any conflict with operations.

1.5.2 Task orders will be issued to the CONSULTANT in the order in which the CITY wishes, and shall be performed and completed in the order they are issued, unless otherwise specifically permitted by the CITY. Minor adjustments to the timetable for completion approved by the CITY in advance, in writing, shall not constitute non-performance by CONSULTANT pursuant to this Agreement.

1.5.3 Proposals received by CONSULTANT as a result of task order/written task order that exceeds $25,000 in cost will require approval from CITY Commission before execution of services in accordance with the CITY'S Procurement Administrative Policy.

1.5.4 When the CITY issues task orders to the CONSULTANT, each authorization shall contain a stated completion schedule. If caused by the negligent errors or omissions of CONSULTANT,failure of the CONSULTANT to meet the stated schedule shall constitute a default for which payment for services may be withheld until default is cured. Time extensions will be reviewed upon request for extenuating circumstances.

1.5.5 It is anticipated and intended that the CONSULTANT will be authorized to begin new task orders on a "rolling" basis, as some already assigned task orders near timely completion. If a subsequent Task Order is issued to the CONSULTANT before it has completed the current task order, the completion date for each Task Order will remain independent of each other so that the CONSULTANT will prioritize the uncompleted Task Order from the first Task Order and finish as soon as practical. Failure to complete the "older" task orders in a timely manner, may adversely impact upon continued early authorization to start a subsequent work.

1.5.6 When the CONSULTANT has exceeded the stated completion date including any extension for extenuating circumstances which may have been granted, a written notice of Default will be issued within seven (7) days of the date that the default became active with a requirement of seven (7) days to cure said default, to the CONSULTANT and payment for services rendered shall be withheld until such time that the CITY has determined that default has been cured.

1.5.7 Should the CONSULTANT exceed the assigned completion time, the CITY reserves the right not to issue to the CONSULTANT any further task orders until such time as it is no longer in default, and the CONSULTANT has demonstrated to the CITY'S satisfaction, the reasons for tardy completion

have been addressed and are not likely to be repeated in subsequent task orders. This restricted issuance provision may result in the CONSULTANT not being issued all of the planned work the CITY anticipated in this Agreement. The CONSULTANT shall have no right to the balance of any work, or to any compensation associated with these non-issued task orders due to the CONSULTANT being rendered in default.

1.5.8 Should the CONSULTANT remain in default for a period of fifteen (15) consecutive calendar days beyond the time frame provided in Paragraph 1.5.6 the CITY may at its sole option retain another CONSULTANT to perform any work arising out of this Agreement and/or terminate this Agreement.

1.6 DEFINITION OF DEFAULT

1.6.1. An event of default shall mean a material breach of this Agreement . Without limiting the generality of the foregoing and in addition to those instances referred to as a material breach, an event of default shall include the following:

- ❖ CONSULTANT has not performed services on a timely basis due to CONSULTANT'S negligent errors or omissions;
- ❖ CONSULTANT has refused or failed to supply enough properly skilled personnel;
- ❖ CONSULTANT has failed to make prompt payments to SUB-CONSULTANTS or suppliers for any services after receiving payment from the CITY for such services or supplies;
- ❖ CONSULTANT has failed to obtain the approval of the CITY where required by this Agreement;
- ❖ CONSULTANT has refused or failed to provide the services as defined in this Agreement;
- ❖ CONSULTANT has filed bankruptcy or any other such insolvency proceeding and the same is not discharged within ninety (90) days of such date.
- ❖ **CITY has failed to make payments to CONSULTANT in accordance with the requirements of this Agreement**

1.6.2 In the event of Default, the CONSULTANT shall be liable for all damages resulting from the Default including:

- ❖ The difference between the amount that has been paid to the CONSULTANT and the amount required to complete the CONSULTANT'S work, provided the fees by the firm replacing the CONSULTANT are reasonable and the hourly rates do not exceed the CONSULTANT'S rates. This amount shall also include procurement and administrative costs incurred by the CITY.
- ❖ In the event of default by the City, CONSULTANT may suspend the Work pending receipt of such payment.

1.6.3. The CITY may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy given or otherwise existing, and may be exercised from time to time and as often and in such order as may be deemed expedient by the CITY. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The CITY'S rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the CITY in law or in equity.

ARTICLE 2 - TERM

2.1 The initial Contract period shall be for an initial two (2) years, commencing at the execution of the contract, and the City reserves the right to unilaterally renew the contract for three (3) additional one (1) year periods under the same terms, conditions. The CONSULTANT understands and acknowledges that the Services to be performed during the two (2) 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

3.1 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 and resultant task order. CONSULTANT shall perform all services and provide all work product required pursuant to this Contract and the specific task order by the Sequence of Events, or unless an extension of time is granted in writing by the CITY.

ARTICLE 4 - PAYMENT

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

- Payment for the work provided by CONSULTANT shall be made in accordance with the Fee Schedule as provided in Exhibit "A" attached hereto.
- 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.
- Compensation for sub-CONSULTANTS will be negotiated based on each task order. Compensation will be through a direct mark-up in

accordance with the Schedule of Professional Fees attached hereto. Sub-consulting services shall be approved by the CITY'S representative prior to performance of the sub-consulting work. Consulting time for processing and management of the sub-CONSULTANT shall not be included in direct costs as the direct mark-up is applied for management efforts.

- 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 verified by the CITY, and upon approval thereof, payment will be made to the CONSULTANT in the amount approved.

- In certain cases where incremental billing for partially completed Work is permitted by the CITY'S representative, the total incremental billings shall not exceed the percentage of estimated completion of identifiable deliverables or accepted deliverables as of the billing date.

- Computation of Time Charges/Not-to-Exceed Method of Payment: When a service is to be compensated based on time charge/not-to-exceed method, the CONSULTANT shall submit a not-to-exceed proposal to the CITY'S representative for prior approval based on estimated labor hours and hourly rates which shall not exceed the established hourly rates as per the Schedule of Professional Fees attached hereto, plus sub-CONSULTANT services and other related costs supporting the proposed work. The CITY shall not be obligated to reimburse the CONSULTANT for costs incurred in excess of the total not-to-exceed cost amount.

- 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, which shall occur no later than 30 days following receipt of the invoice.

- Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the CITY. The final invoice certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, and any other further charges if not properly included on this invoice are considered waived by the CONSULTANT.

- The cost of all services as stated herein shall remain fixed and firm for the initial two (2) year period of the contract. Costs for subsequent years and any extension terms shall be subject to an adjustment only if increases incur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year, or whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (National) as published by the Bureau of Labor Statistics, U.S.

Department Labor. The yearly increase, or decrease in the CPI shall be the latest index published and available ninety (90) days prior to the end of the contract year then in effect, compared to the index for the same month one (1) year prior. Any requested cost increase shall be fully documented and submitted to the CITY at least sixty (60) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the CITY shall have the right to receive from the CONSULTANT, a reasonable reduction in costs that reflect such changes in the industry.

- The CITY may after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the CITY does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the CITY, the Contract may be cancelled by the CITY upon giving thirty (30) calendar days written notice to the CONSULTANT

ARTICLE 5 - OWNERSHIP AND USE OF DOCUMENTS

5.1 Upon completion of the project and final payment to CONSULTANT, all documents, drawings, specifications and other materials produced by the CONSULTANT in connection with the services rendered under this Contract the documents shall be the property of the CITY whether the Project for which they are made is executed or not. Notwithstanding the foregoing, the CONSULTANT shall maintain the rights to reuse standard details and other design features on other projects. 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 Contract, without the written consent of CONSULTANT, shall be at the CITY'S sole risk and without liability to CONSULTANT and CONSULTANT'S sub-CONSULTANTS.

ARTICLE 6 - FUNDING

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

ARTICLE 7 - WARRANTIES AND REPRESENTATIONS

7.1 CONSULTANT represents and warrants to the CITY that it is competent to engage in the scope of services contemplated under this Contract and that it will retain and assign qualified professionals to all assigned projects during the term of this Contract. CONSULTANT'S services shall meet a standard of care for professional engineering and related services equal to the standard of care for engineering professional 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 Contract. 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 shall not be unreasonably withheld.

ARTICLE 8 - COMPLIANCE WITH LAWS

8.1 CONSULTANT shall, in performing the services contemplated by this service Contract, 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 Contract, shall review and comply with laws, regulations, codes and standards in effect as of the date of this agreement that are applicable to CONSULTANT'S services and shall exercise professional care and judgment to comply with requirements imposed by governmental authorities having jurisdiction over the project. Should changes in any law, ordinance, or regulation result in increased costs or delays to services rendered, both parties agree to an equitable adjustment to schedules and prices.

ARTICLE 9 - INDEMNIFICATION

9.1 Subject to the limiting provisions of Florida Statute 725.08, CONSULTANT shall indemnify, and hold harmless the CITY, its offices, agents and employees, from and against any and all losses, or any portion thereof, including reasonable 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 to the extent caused by negligence, recklessness, or intentionally wrongful conduct of CONSULTANT or other persons employed or utilized by CONSULTANT in performance of CONSULTANT'S duties. Neither party to this Contract shall be liable 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 Contract or out of the services or goods furnished hereunder.

9.2 To the greatest extent permitted pursuant to Section 725.06, Florida Statutes, CONSULTANT's indemnification obligation (when providing services to CITY) shall not exceed the value of CONSULTANT's total compensation. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Article.

PURSUANT TO FLORIDA STATUTE, NO INDIVIDUAL DESIGN PROFESSIONAL EMPLOYED BY OR ACTING AS AN AGENT OF CONSULTANT MAY BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM THE NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS PROFESSIONAL SERVICES AGREEMENT

ARTICLE 10 - INSURANCE

10.1 During the performance of the services under this Contract, CONSULTANT shall maintain the following insurance policies, and provide certificates of insurance evidencing such coverages and limits, 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. CONSULTANT shall include the Worker's Compensation and Employer's Liability Insurance requirements in its subcontracts. 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, unless not required by statute. 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 9, "Indemnification" of this Contract. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from CONSULTANT'S negligent performance of this Agreement. CONTRACTOR 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, except for cancellation due to non-payment of premium.

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 $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 claim/aggregate.

10.2 It shall be the responsibility of the CONSULTANT to ensure that all sub-CONSULTANTS 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 if coverage is not otherwise renewed 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 Contract. Nothing in this Contract 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 Contract. 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

12.1 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 Contract, 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 Contract. For breach or violation of this warranty, the CITY shall have the right to annul this Contract 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 Contract 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 Contract is accurate, complete, and current as of the date of the Contract.

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 - SUBCONTRACTING

14.1 The CITY reserves the right to accept the use of a SUB-CONSULTANT or to reject the selection of a particular sub-CONSULTANT and to inspect all facilities of any SUB-CONSULTANTS in order to make a determination as to the capability of the SUB-CONSULTANT to perform properly under this contract. The CONSULTANT is encouraged to seek local vendors for participation in subcontracting opportunities. If the CONSULTANT uses any sub CONSULTANTS on this project the following provisions of this Article shall apply:

14.2 If a SUB-CONSULTANT fails to perform or make progress, as required by this Contract, and it is necessary to replace the SUB-CONSULTANT to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new SUB-CONSULTANT by the CITY. The substitution of a subcontractor shall not be adequate cause to excuse a delay in the performance any portion of this contract as set forth in the Scope of Work.

14.3 The CONSULTANT, its SUB-CONSULTANTS, agents, servants, or employees agree to be bound by the Terms and Conditions of this Contract and it's agreement with the SUB-CONSULTANT for work to be performed for the City the CONSULTANT must incorporate the terms of this contract.

ARTICLE 15 - DISCRIMINATION PROHIBITED

15.1 The CONSULTANT, with regard to the work performed by it under this Contract, 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 16 - ASSIGNMENT

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

ARTICLE 17 - NON-WAIVER

17.1 A waiver by either CITY or CONSULTANT of any breach of this Contract 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 18 – TERMINATION

18.1 Termination for Convenience: This Contract 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 Contract or causes it to be terminated, CONSULTANT shall indemnify the CITY against loss pertaining to this termination.

18.2 Termination for Default: In addition to all other remedies available to the CITY, this Contract shall be subject to cancellation by the CITY for cause, should the CONSULTANT neglect or fail to perform or observe any of the material 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. In the event of non-payment of other material breach of this Contract by CITY, the Contract is subject to cancellation by CONSULTANT should such condition continue for a period of thirty (30) days after receipt by CITY of written notice of breach.

ARTICLE 19 – DISPUTES AND VENUE

19.1 Any dispute arising out of the terms or conditions of this Contract shall be adjudicated within the courts of Florida. Further, this Contract shall be construed under Florida Law. Claims, disputes or other matters in question between the parties to this Contract arising out of or relating to this Contract shall be in a court of law. The CITY does not consent to mediation or arbitration for any matter connected to this Contract. The parties agree that any action arising out of this Contract shall take place in Palm Beach County, Florida.

ARTICLE 20 – UNCONTROLLABLE FORCES

20.1 Neither the CITY nor CONSULTANT shall be considered to be in default of this Contract 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 Contract 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. In such circumstances, parties agree to an equitable adjustment of schedules and prices.

20.2 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 Contract.

ARTICLE 21 – CITY-PROVIDED INFORMATION AND SERVICES

21.1 CITY shall furnish CONSULTANT available studies, reports and other data pertinent to CONSULTANT'S services; obtain or authorize CONSULTANT to obtain or provide additional reports and data as required; furnish to CONSULTANT services of others required for the performance of CONSULTANT'S services hereunder, and CONSULTANT shall be entitled to use and rely upon all such information and services provided by CITY or others in performing CONSULTANT'S services under this Agreement.

ARTICLE 22 – ESTIMATES AND PROJECTIONS

22.1 In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, CONSULTANT has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, CONSULTANT makes no warranty that CITY'S actual project costs, financial aspects, economic feasibility, or schedules will not vary from CONSULTANT'S opinions, analyses, projections, or estimates.

ARTICLE 23 – THIRD PARTIES

23.1 The services to be performed by CONSULTANT are intended solely for the benefit of CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on CONSULTANT'S performance of its services hereunder, and no right to assert a claim against CONSULTANT by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of CONSULTANT'S services hereunder.

ARTICLE 24 - NOTICES

24.1 All notices required in this Contract shall be sent to the CITY and shall be mailed to:

Copy to:

City of Boynton Beach
Attn: Utilities Director
124 E. Woolbright Road
Boynton Beach, FL 33435

City of Boynton Beach
Attn: Procurement Services
P.O. Box 310
Boynton Beach, FL 33425

And Notices to CONSULTANT, shall be sent to the following address:

CDM Smith, Inc.
Attn: Suzanne Mechler, P.E.
621 NE 53rd Street
Suite 265
Boca Raton, FL 33487

ARTICLE 25 - INTEGRATED AGREEMENT

25.1 This Contract, 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 Contract may be amended only by written instrument signed by both CITY and CONSULTANT.

25.2 In the event of a conflict between a provision of this Agreement and a provision of an individual Task Order, the provision of the Task Order will control.

ARTICLE 26 - SOVEREIGN IMMUNITY

26.1 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 Contract, 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 Contract, 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.

26.2 In connection with any litigation or other proceeding arising out of the Contract, 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.

ARTICLE 27 – PUBLIC RECORDS

27.1 The City is public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

A. Keep and maintain public records required by the CITY to perform the service;

B. Upon request from the CITY'S custodian of public records, provide the CITY 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, Fla. Stat. or as otherwise provided by law;

C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession once the Contractor transfers the records in its possession to the CITY; and

D. Upon completion of the contract, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor's possession All records stored electronically by Contractor must be provided to the CITY, upon request from the CITY'S custodian of public records, in a format that is compatible with the information technology systems of the CITY.

E. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

(CITY CLERK)
P.O. BOX 310
BOYNTON BEACH, FLORIDA, 33425
561-742-6061.
PYLEJ@BBFL.US

Article 28 - LIMITATION OF LIABILITY

THE PARTIES HAVE EVALUATED THE RESPECTIVE RISKS AND REMEDIES UNDER THIS AGREEMENT AND AGREE TO ALLOCATE THE RISKS AND RESTRICT THE REMEDIES TO REFLECT THAT EVALUATION. CITY AGREES TO RESTRICT ITS REMEDIES UNDER THIS AGREEMENT AGAINST CONSULTANT, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS AND EMPLOYEES, ("CONSULTANT'S COVERED PARTIES"), SO THAT THE TOTAL AGGREGATE LIABILITY OF THE CONSULTANT'S COVERED PARTIES SHALL NOT EXCEED THE VALUE OF CONSULTANT'S SERVICES UNDER THE ASSIGNED TASK ORDER. THIS RESTRICTION OF REMEDIES SHALL APPLY TO ALL SUITS, CLAIMS, ACTIONS, LOSSES, COSTS (INCLUDING ATTORNEY FEES) AND DAMAGES OF ANY NATURE ARISING FROM OR RELATED TO THIS AGREEMENT WITHOUT REGARD TO THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED. CLAIMS MUST BE BROUGHT WITHIN ONE CALENDAR YEAR FROM PERFORMANCE OF THE SERVICES UNLESS A LONGER PERIOD IS REQUIRED BY LAW.

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 20th day of August, 2018.

CITY OF BOYNTON BEACH

Lori LaVerne
City Manager

CONSULTANT

Attest/Authenticated:

City Clerk
Title

Judith G Ryle
City Clerk

CDM SMITH INC. 1970 (Corporate Seal) MASSACHUSETTS

Approved as to Form:

Office of the City Attorney

Attest/Authenticated:

Paul Milligan
Secretary

EXHIBIT "A"

FEE SCHEDULE

FIRM: CDM SMITH INC.

DATE: March 19, 2018

Personnel Classifications	Hourly Rate
Principal	$270.00
Project Manager	$250.00
Senior Engineer	$220.00
Process Engineer	$220.00
Sr Electrical Egn.	$230.00
Elec. Egn.	$160.00
Process Control/Inst. Egn.	$210.00
Sr. Mechanical Engineer	$230.00
Mechanical Engineer	$160.00
Engineer	$160.00
Designer	$140.00
GIS Specialist	$180.00
CADD/Technician	$140.00
Public Relations Specialist	$150.00
Construction Inspector	$165.00
Sr. Rate analyst	$240.00
Clerical/Administrative	$120.00

Reimbursable Expenses:

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

EXHIBIT "B"

City of Boynton Beach Risk Management Department

INSURANCE ADVISORY FORM

Under the terms and conditions of all contracts, leases, and agreements, the City requires appropriate coverages listing the City of Boynton Beach as Additional Insured. This is done by providing a Certificate of Insurance listing the City as "Certificate Holder" and "The City of Boynton Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. *(NOTE: An insurance contract or binder may be accepted as proof of insurance if Certificate is provided upon selection of vendor.)* The following is a list of types of insurance required of contractors, lessees, etc., and the limits required by the City: **(NOTE: This list is not all inclusive, and the City reserves the right to require additional types of insurance, or to raise or lower the stated limits, based upon identified risk.)**

TYPE (Occurrence Based Only)	**MINIMUM LIMITS REQUIRED**	
General Liability	General Aggregate	$ 1,000,000.00
Commercial General Liability	Products-Comp/Op Agg.	$ 1,000,000.00
Owners & Contractor's Protective (OCP)	Personal & Adv. Injury	$ 1,000,000.00
Liquor Liability	Each Occurrence	$ 1,000,000.00
Professional Liability	Fire Damage (any one fire)	$ 50,000.00
Employees & Officers	Med. Expense (any one person)	$ 5,000.00
Pollution Liability		
Asbestos Abatement		
Lead Abatement		
Broad Form Vendors		
Premises Operations		
Underground Explosion & Collapse		
Products Completed Operations		
Contractual		
Independent Contractors		
Broad Form Property Damage		
Fire Legal Liability		
Automobile Liability	Combined Single Limit	$ 500,000.00
Any Auto	Bodily Injury (per person)	to be determined
All Owned Autos	Bodily Injury (per accident)	to be determined
Scheduled Autos	Property Damage	to be determined
Hired Autos	Trailer Interchange	$ 50,000.00
Non-Owned Autos		
PIP Basic		
Intermodal		
Garage Liability	Auto Only, Each Accident	$ 1,000,000.00
Any Auto	Other Than Auto Only	$ 100,000.00
Garage Keepers Liability	Each Accident	$ 1,000,000.00
	Aggregate	$ 1,000,000.00
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation		Statutory Limits
Employer's Liability	Each Accident	$ 100,000.00
	Disease, Policy Limit	$ 500,000.00
	Disease Each Employee	$ 100,000.00
Property		
Homeowners Revocable Permit		$ 300,000.00
Builder's Risk		Limits based on Project Cost
Other - As Risk Identified		to be determined

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS

Date:		Name of Firm:					
Office Location:							
1.	Service:	(Check One)	☐	Planning/Study Activity, Report, Other			
			☐	Design/Engineering Services/Preliminary Bid Document			
			☐	Final Document/Bidding/Contractor Award			
			☐	Construction Phase/Completion			
2.	Name of Project:						
3.	Project Manager:						
CONSTRUCTION CONTRACT DATA							
5.							
a. Engineer's estimate:		$		Final Cost:	$		
b. Substantial Construction Completion Date:							
c. Final Construction Completion Date:							
6.	Overall Rating	(Check One)	☐	Unsatisfactory			
			☐	Poor			
			☐	Fair			
			☐	Good			
			☐	Excellent			
7.	Recommended for Future Contracts?		☐	Yes	☐	No	☐ Conditional
If other than yes, provide detailed explanation on a separate sheet of paper.							
8.	Name, title, and office of rating officer (e.g. Utilities Director):						
9.	Signature of rating officer:						

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS (CONTINUED)

DESIGN/ENGINEERING SERVICES AND PRELIMINARY BID DOCUMENT PREPARTION PHASE

Rate numerically 1 to 5 with 5 being the highest score N/A

1.	Thorough site investigation	1	2	3	4	5	
2.	Meeting cost limitations	1	2	3	4	5	
3.	Design/results suitability	1	2	3	4	5	
4.	Cooperative & responsive	1	2	3	4	5	
5.	Timeliness of submissions	1	2	3	4	5	
6.	*Plans clear/detailed	1	2	3	4	5	
7.	*Plan/spec accuracy	1	2	3	4	5	

*Preliminary administrative/limited staff review/evaluation of levels of clarity, accuracy, and coordination between disciplines.

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

FINAL DOCUMENT PREPARATION, BID, & AWARD BY CONSULTANT

Rate numerically 1 to 5 with 5 being the highest score N/A

1.	Specs afford competition	1	2	3	4	5	
2.	Specs complete/thorough	1	2	3	4	5	
3.	Accuracy of documents	1	2	3	4	5	
4.	Requirements within engineer's estimate	1	2	3	4	5	
5.	Cooperative attitude	1	2	3	4	5	
6.	Timeliness of submissions	1	2	3	4	5	
7.	Pre-bid conference participation	1	2	3	4	5	
8.	Response to inquiries	1	2	3	4	5	
9.	Bid evaluation quality/timeliness	1	2	3	4	5	
10.	Response to building & permitting agencies	1	2	3	4	5	
11.	Addendum preparation & permit applications	1	2	3	4	5	

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS (CONTINUED)

CONSTRUCTION PHASE COMPLETION

	Rate numerically 1 to 5 with 5 being the highest score						N/A
1.	Drawings Reflect True Conditions	1	2	3	4	5	
2.	Plans/Specs Accurate/Coordinated	1	2	3	4	5	
3.	Design Constructability	1	2	3	4	5	
4.	Timeliness/Quality of Processing Submittals	1	2	3	4	5	
5.	Product/Equipment Selection Availability	1	2	3	4	5	
6.	Field Consultation and Investigations	1	2	3	4	5	
7.	Quality of Support Services	1	2	3	4	5	
8.	Overall Construction Contract Administration	1	2	3	4	5	
9.	Project Closeout Documentation Review	1	2	3	4	5	
10.	Validity of Claims for Extra Costs	1	2	3	4	5	
11.	Did Consultant provide sufficient copies of signed plans to allow for timely review and approval by all Permitting Agencies?	1	2	3	4	5	
12.	Did the Consultant actively participate in overcoming problems with the Contractor, Building Officials and/or Regulatory Agencies?	1	2	3	4	5	
13.	Change Order Processing (Accuracy, Timeliness, Documentation, etc.)	1	2	3	4	5	
14.	Did the Consultant exercise adequate/effecting coordination and control of subconsultant(s) or associate(s) work and paperwork?	1	2	3	4	5	
15.	Proactive Participation in Resolution of Dispute(s)?	1	2	3	4	5	

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS
(continued)

PLANNING/STUDY ACTIVITY, REPORT, OTHER

		Rate numerically 1 to 5 with 5 being the highest score					N/A
1.	Thorough investigation of situation or activity	1	2	3	4	5	
2.	Cooperative attitude	1	2	3	4	5	
3.	Timeliness of submissions	1	2	3	4	5	
4.	Accuracy of documents	1	2	3	4	5	
5.	Did the Consultant offer cost saving solutions?	1	2	3	4	5	
6.	Did the Consultant actively participate in problem solving?	1	2	3	4	5	
7.	Overall results	1	2	3	4	5	

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 08/02/2018

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

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

Holder Identifier : AE

PRODUCER	CONTACT NAME:	
Aon Risk Services Northeast, Inc. Boston MA Office 53 State Street Suite 2201 Boston MA 02109 USA	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): 800-363-0105
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
CDM Smith Inc. 75 State Street, Suite 701 Boston MA 02109 USA	INSURER A: National Union Fire Ins Co of Pittsburgh	19445
	INSURER B: New Hampshire Insurance Company	23841
	INSURER C: American Home Assurance Co.	19380
	INSURER D: Illinois National Insurance Co	23817
	INSURER E: Lloyd's Syndicate No. 2623	AA1128623
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 570072564350 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GL3629894	01/01/2018	01/01/2019	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	POLICY [X] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:							
A	AUTOMOBILE LIABILITY			CA 1921822 AOS	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
A	X ANY AUTO			CA 1921821 MA	01/01/2018	01/01/2019	BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	
	DED RETENTION							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC014649625 AOS	01/01/2018	01/01/2019	X PER STATUTE OTH-ER	
B	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A		WC014649626 AK,AZ,VA	01/01/2018	01/01/2019	E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000
E	Archit&Eng Prof			PSDEF1800033 Professional/Claims Made	01/01/2018	01/01/2019	Each Claim Aggregate	$1,000,000 $1,000,000

Certificate No : 570072564350

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

City of Boynton Beach is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. XCU Coverage is included under the General Liability policy where required by written contract. Contractual Liability is included under the General Liability policy where required by written contract.

CERTIFICATE HOLDER

City of Boynton Beach
Attn: Charles J. Magazine
Risk Manager
100 E. Boynton Beach Blvd.
PO Box 310
Boynton Beach FL 33435-0310 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

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AGENCY CUSTOMER ID: 10518329
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	CDM Smith Inc.
POLICY NUMBER: See Certificate Number: 570072564350	
CARRIER: See Certificate Number: 570072564350 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
C		N/A		WC014649627 CA	01/01/2018	01/01/2019		
D		N/A		WC014649628 FL	01/01/2018	01/01/2019		
B		N/A		WC014649629 IL, KY, NC, NH, UT, VT	01/01/2018	01/01/2019		
B		N/A		WC014649630 MA, ND, OH, WA, WI, WY	01/01/2018	01/01/2019		
B		N/A		WC014649631 NJ, PA	01/01/2018	01/01/2019		

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CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 12/18/2018

REQUESTED ACTION BY COMMISSION: Approve Task Order UT-2A-01 with CH2MHill/Jacobs in the sum of $105,358.30 in accordance with RFQ No. 046-2821-17/TP, General Consulting Services Contract, Scope Category A executed on August 22, 2018 for Nanofiltration Membrane Element Replacement at the West Water Treatment Plant.

EXPLANATION OF REQUEST: The City of Boynton Beach owns and operates the Nanofiltration West Water Treatment Plant (West-WTP) commissioned in the early to mid 1990's. The West-WTP treats surficial aquifer water using six nanofiltration membrane skids each producing 1.45 mgd of permeate. Each skid contains 156 stage 1 and 60 stage 2 elements for a total of 216 elements. The membrane elements are almost 14 years in operation and nearing the end of their useful life. This request will be for the design, bidding and installation of the replacement elements.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? The replacement of these membrane will ensure continued production of high quality drinking water for the City of Boynton Beach and its customers.

FISCAL IMPACT: Budgeted Budgeted funding is available in Utilities account 403-5000-533-65.02. Project No. WTR020.

ALTERNATIVES: Since the membrane filtration is an integral part and main process of the West Water Treatment Plant, there is no feasible alternative. Membranes from different manufacturers will be evaluated to select the ones that produce the best water quality at the lowest cost per unit of water treated over the useful life of the membranes

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Agreement	Agreement
Task Order	Task Order

GENERAL CONSULTING SERVICES AGREEMENT

THIS AGREEMENT[1] is entered into between the City of Boynton Beach, hereinafter referred to as "the CITY", and CH2M HILL ENGINEERS, INC., hereinafter referred to as "the CONSULTANT", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

WHEREAS, pursuant to Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act, the CITY'S Procurement Code, the City of Boynton Beach solicited proposals for professional consulting services from qualified engineering firms for required City services; and

WHEREAS, THE CITY issued a Request for Qualifications for General Consulting Services for the City of Boynton Beach, RFQ No. 046-2821-17/TP; and

WHEREAS, the City Commission designated CONSULTANT as one of several qualified consulting firms to provide General Consulting services to the CITY; and

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

ARTICLE 1 - SERVICES

1.1 CONSULTANT agrees to perform General Consulting 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 specified projects which may be assigned to CONSULTANT is in conjunction with:

[X]	Scope Category A	Water Plant Modifications, Capacity and Operations Evaluation
	Scope Category B	Infrastructure Improvements and Evaluations
	Scope Category C	Ancillary Studies and Services
	Scope Category D	Transportation Services
	Scope Category E	Architectural and Landscaping Design Services

1.2 SERVICE AND RESPONSIBILITIES

1.2.1 GENERAL: The CONSULTANT agrees to perform work assigned by Task Order(s) under such terms as set forth in the Task Order(s). The terms of the Task Order(s) shall be supplemental to the terms of this Agreement.

1.2.2 The CONSULTANT is responsible for defects in its work and in the work of

[1] The term "Agreement" has the same meaning as the term "contract".

its Sub-consultants' work.

1.2.3 PRELIMINARY SERVICES PHASE: The CONSULTANT shall prepare preliminary studies and reports, feasibility studies, financial and fiscal studies, and evaluation of existing facilities, preparation of schematic layouts and sketches where required; develop construction budgets, opinions of Probable Construction Cost, and shall consult and confer with the CITY as may be necessary for the CITY to reach decisions concerning the subject matter. The CONSULTANT shall attend meetings with the CITY Commission and CITY staff as may be required, and provide the CITY with a time schedule which shall include but not be limited to submittal of all milestones related to the project up to delivery of 100% construction documents.

1.2.4 During the preliminary services phase, the CONSULTANT shall advise the CITY, based on CONSULTANT'S professional opinion and the current project conditions and reasonably foreseeable conditions of the completeness of existing data and its suitability for the intended purposes of the project; CONSULTANT to obtain data from other sources; identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the project; provide analyses of the CITY'S needs for surveys; perform site evaluations and comparative studies of prospective site and solutions; and prepare and furnish a report to the City setting forth the CONSULTANT'S findings and recommendations.

1.2.4.1 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property, and field surveys for design purposes and engineering surveys and staking to enable Contractor to proceed with their work, and providing other special field surveys.

1.2.4.2 Preliminary design services to be performed by the CONSULTANT shall include consultation and advice concerning the extent and scope of proposed work and preparation of preliminary design documents consisting of design criteria, preliminary drawings, and outline specifications as well as preliminary estimates of probable Construction Costs. This phase will also include preparation of a preliminary site plan or schematic drawings when appropriate. Up to six (6) copies of the preliminary design documents shall be furnished to the CITY, the exact number needed shall be determined by the CITY.

1.2.4.3 CONSULTANT shall provide environmental assessment and impact statements as required to determine the suitability of the site and its surrounds for the proposed project; and/or

1.2.4.4 Upon authorization of the CITY, the CONSULTANT will provide advice and assistance relating to operation and maintenance of project or other systems; evaluate and report on operations; assist the CITY in matters relating to regulatory agency

operations review or operating permit non-compliance; assist with startup and operator training for newly installed or modified equipment and processes, and in the preparation of operating, maintenance and staffing manuals for the project.

1.2.5 BASIC SERVICES: The CONSULTANT shall consult and advise the CITY in the following manner: specifying the extent and scope of the work to be performed; prepare detailed construction drawings and specifications; revise and update, where necessary, previously designed construction plans and specifications, whether in whole or in part, to be incorporated into the proposed work and prepare construction documents and final estimate of probable Construction Cost. The final design services shall be provided in an electronic format, and shall also include furnishing up to six (6) copies of plans and specifications to the CITY; the exact number needed shall be determined by the CITY.

1.2.6 Final design services shall also include preparation of permit applications as may be required by such agencies as have legal review authority over the project. These applications shall include but not be limited to site plan approvals or other permits and work efforts and shall also consist of meetings at staff level and meetings with the appropriate governing body and the CITY. Unless specifically provided for under the final design phase, permit application services do not include applications requiring environmental impact statements or environmental assessments, consumptive use permits and landfill permits.

1.2.6.1 The CONSULTANT based upon the approved design documents and any adjustments authorized by the CITY in each project, project schedule or construction budget shall prepare for approval by the CITY, design development documents consisting of drawings and other documents to fix and describe the size and character of each project's civil engineering, environmental, landscape, architectural, structural, mechanical, and electrical systems and any other requirements or systems, materials and such other elements as may be appropriate for a complete project. The CONSULTANT shall also advise the CITY of any adjustments to the preliminary estimate of probable Construction Costs.

1.2.6.2 The CONSULTANT based on CITY approved design development documents and any further adjustments in the scope or quality of the project or in the construction budget shall prepare Construction Documents within the number of calendar days specified within any notice issued by the CITY. The Construction Documents shall consist of drawings and specifications setting forth in detail the requirements for the construction of the project.

1.2.6.3 The CONSULTANT shall assist the CITY in the preparation of the necessary proposal information and forms.

1.2.6.4 The CONSULTANT shall advise the CITY of any adjustments to previous estimates of probable Construction Costs indicated by

changes in codes, administrative and jurisdictional requirements of general market conditions.

1.2.6.5 The CONSULTANT shall submit to the CITY for each project, electronic format and up to six (6) copies of the Construction Documents, and a further revised estimate of total probable Construction Cost.

1.2.6.6 CONSULTANT shall include in the Construction Documents a requirement that the construction contractor shall provide a final as-built survey of the project in Autocad electronic format by a registered Land Surveyor, and provide marked up construction drawings to the CONSULTANT so that the CONSULTANT can prepare and deliver to the CITY the record drawings in the form required by the CITY and as required.

1.2.6.7 Prior to final approval of the Construction Documents by the CITY, the CONSULTANT shall conduct a thorough review and quality control evaluation of the entire work product for compliance with requirements of any local, state, or federal agency from which a permit or other approval is required. The CONSULTANT shall make sure that all necessary approvals have taken place.

1.2.6.8 Prior to each phased submittal, the CONSULTANT shall conduct a thorough quality control review and assessment of the work product to determine whether the work is properly coordinated and confirm that the CITY and agency comments have been addressed and incorporated into the Contract Documents. The CONSULTANT shall provide to the CITY a Quality Assurance and Quality Control plan in a format that advises the CITY that all work has been performed as required. A report shall be submitted in accordance with those standards to apprise the CITY that due care has been taken in the preparation of the Contract Documents.

1.2.6.9 The CONSULTANT shall signify responsibility for the Contract Documents including technical specifications and drawings prepared pursuant to this Agreement by affixing a signature, date and seal as required by Florida Statutes Chapters 471 and 481, if applicable. The CONSULTANT shall comply with all of its governing laws, rules, regulations, codes, directives and other applicable federal, state and local requirements in preparation of the work.

1.2.7 The CONSULTANT shall provide the construction documents, technical specifications and drawings completed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

1.2.8 The CONSULTANT following the CITY'S approval of the Construction Documents and the latest estimate of probable Construction Cost shall when so directed and authorized by the CITY, assist the CITY in obtaining proposals or negotiated proposals, and assist in preparing contracts for

construction.

1.2.8.1 The CONSULTANT shall review and analyze the proposals received by the CITY and shall make a recommendation for any award based on the CITY'S Procurement Administrative Policy Manual.

1.2.8.2 Any Opinion of the Construction Cost prepared by CONSULTANT represents its judgment as a design professional and is supplied for the general guidance of the CITY. Since CONSULTANT has no control over market conditions, CONSULTANT does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the CITY. If the project is not advertised for proposals within three (3) months after delivery of Final Design Plans, through no fault of the CONSULTANT or if either local market conditions or industry-wide prices have changed because of unusual or unanticipated events effecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit may be adjusted as determined by the CITY'S Representative and as approved by the CITY, if necessary. Additionally, if the CITY expands a project scope of work after the CONSULTANT renders the Final estimated probable Construction Cost of the Final Design Plans, the CONSULTANT shall not be responsible for any redesign without compensation which shall be mutually agreed to by the parties hereto.

1.2.8.3 The CONSULTANT shall provide the CITY with a list of recommended prospective bidders.

1.2.8.4 The CONSULTANT shall attend all pre-proposal/per-bid conferences.

1.2.8.5 The CONSULTANT shall recommend any addenda, through the CITY'S representative as appropriate, to clarify, correct, or change proposal documents.

1.2.8.6 If Pre-Qualification of bidders is required as set forth in the Request for Proposals or Invitation to Bid (two-step bid process), CONSULTANT shall assist the CITY, if requested in developing qualifications criteria, review qualifications and recommend acceptance or rejection of the bidders.

1.2.8.7 If requested, CONSULTANT shall evaluate proposals and bidders, and make recommendations regarding any award by the CITY.

1.2.9 The CITY shall make decision on all claims regarding interpretation of the Construction Documents, and on all other matters relating to the execution and progress of the Work after receiving a recommendation from the CONSULTANT. The CONSULTANT shall check schedules, shop drawings and other submissions for the limited purpose of checking conformance with the concept of the project, and for compliance with the information given by the Construction Documents. The CONSULTANT shall also review change orders prepared and submitted by Contractor and review and make recommendations to the City for progress payments to the Contractor based on each project schedule of values and the

percentage of work completed. The CONSULTANT will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs in connection with the construction of the assigned task order projects.

1.2.9.1 The CITY shall maintain a record of all change orders which shall be categorized to the various types, causes, etc. that may be determined useful and necessary for its purpose.

1.2.9.2 If the CONSULTANT is not the Construction Manager for the construction, the CITY shall notify the CONSULTANT within three (3) days of the discovery of any architectural/engineering error or omission so that the CONSULTANT can be part of the negotiations resolving the claim between the CITY and the Contractor.

1.2.10 The CONSULTANT shall carefully review and examine the Contractor's schedule of values, together with any supporting documentation. The purpose of such review and examination will be to protect the CITY from an unbalanced schedule of values which allocates greater value to certain elements of each project than is indicated by industry standards, supporting documentation, or data. If the schedule of values is not found to be appropriate, it shall be returned to the Contractor for revision for supporting documentation. After making such examination, when the schedule of values is found to be appropriate, the CONSULTANT shall sign the schedule of values indicated informed belief that the schedule of values constitute a reasonable, balanced basis for payment of the Application for Payment to the Contractor.

1.2.11 The CONSULTANT shall perform on-site construction observation of each project based on the Construction Documents in accordance with paragraph 1.2.16 "Resident Project Services" of this Agreement. The CONSULTANT'S observation shall determine the progress of the work completed, and whether the work is proceeding in a manner indicating that the work when fully competed will be in accordance with the Construction Documents. On the basis of site visits, the CONSULTANT will provide the CITY with a written report of each site visit in order to reasonably inform the CITY of the progress of the portion of the Work completed. The CONSULTANT shall endeavor to identify for the CITY any defects and deficiencies in the work of contractors, and make written recommendation to the CITY where the work fails to conform to the Construction Documents. The CONSULTANT shall not have control over or charge of, or responsibility for the construction means, methods, techniques, sequences or procedures. or for safety precautions and programs in connection with the Work, nor shall the CONSULTANT be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The CONSULTANT shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. Based on such observation and the Contractor's Application for

Payment, the CONSULTANT shall determine the amount due to the Contractor and shall issue Certificates for Payment in such amount. These Certificates will constitute a representation to the CITY based on such observations and the data comprising the Application for Payment that the work has progressed to the point indicated. By issuing a Certificate of Payment, the CONSULTANT will also represent to the CITY that to the best of its information and belief, based on what its observation have revealed; the Work is in accordance with the Construction Documents. The CONSULTANT shall conduct observations to determine the dates of substantial and final completion and issue a recommendation for final payment.

1.2.12 The CONSULTANT shall revise the Construction drawings and submit record or corrected drawings to the CITY to show those changes made during the construction process based on the marked up prints, drawings and other data furnished by the Contractor. The record drawings shall be provided in electronic format inclusive of conformed PDF files and AutoCad files in a form compatible with the CITY'S version of AutoCad formats for archival purposes.

1.2.13 The CONSULTANT shall attend regularly scheduled progress meetings on site bi-monthly or as otherwise determined based on a specific need established prior to construction by the CITY.

1.2.14 The CONSULTANT shall review change orders prepared and submitted by the Contractor for the CITY'S approval. CONSULTANT shall not authorize any changes in the work or time, no matter how minor without prior written approval by the CITY.

1.2.15 Each project's construction or demolition shall be considered complete upon compilation of a punchlist by CONSULTANT, which shall be timely completed by Contractor to the satisfaction of the CITY, written notification to Contractor by CONSULTANT that all releases of liens are satisfied and written recommendation by CONSULTANT for final payment to the Contractor which shall be at the sole discretion of the CITY.

1.2.16 RESIDENT PROJECT SERVICES: During the Construction progress of any work, the CONSULTANT will if authorized by the CITY, provide resident project observation services to be performed by one or more authorized employees ("Resident Project Representative") of the CONSULTANT. Resident Project Representatives shall provide extensive observation services at the project site during construction. The Resident Project Representative will endeavor to identify for the CITY any defects and deficiencies in the work of the Contractor(s). Resident project observation services shall include but is not limited to the following:

- ❖ Conducting all pre-construction conferences;
- ❖ Conducting all necessary construction progress meetings;
- ❖ Observation of the work in progress to the extent authorized by the CITY;
- ❖ Receipt, review coordination and disbursement of shop drawings and other submittals;

- Maintenance and preparation of progress reports;
- Field observation and verification of quantities of equipment and materials installed;
- Verification of contractors' and subcontractors' payrolls and records for compliance with applicable contract requirements;
- Maintenance at each project site on a current basis of all drawings, specifications, contracts, samples, permits, and other project related documents, and at the completion of each project, deliver all such records to the CITY;
- Preparation, update and distribution of a project budget with each project schedule;
- Notification to the CITY immediately if it appears that either each project schedule or each project budget will not be met;
- Scheduling and conducting monthly progress meetings at which CITY, Engineer, general contractor, trade contractor, utilities representatives, suppliers can jointly discuss such matters as procedures, progress, problems and scheduling.
- Recommending courses of action, and enforcing action selected by the CITY, if so directed by the CITY, if the general and/or trade contractors are not meeting the requirements of the plans, specifications, and Construction Contract;
- Development and implementation of a system for the preparation, review, and processing of change orders;
- Maintenance of a daily log of each project;
- Recording the progress of each project, and submission of written monthly progress reports to the CITY including information on the Contractors' work and the percentage of completion;
- Determination of substantial and final completion of work and preparation of a list of incomplete and unsatisfactory items, and a schedule of their completion; and
- Securing and transmitting to the CITY, required guarantees; affidavits; releases; key manuals; record drawings; and maintenance stocks;

The Resident Project Representative shall also investigate and report on complaints and unusual occurrences that may affect the responsibility of the CONSULTANT or the CITY in connection with the work. The Resident Project Representative shall be a person acceptable to the CITY, and the CITY shall have the right to employ personnel to observe the work in progress, provided however that such personnel as employed by the CITY, and such personnel will be responsible directly to the CITY in the performance of work that would otherwise be assumed and performed by the CONSULTANT. The Resident Project Representative shall not have control over or charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Resident Project Representative be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Resident Project Representative shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

Although CONSULTANT shall not be responsible for health or safety programs or precautions related to CITY"s activities or those of CITY's other contractors and consultants or their respective subcontractors and vendors ("Contractors"), CONSULTANT shall nonetheless report to the Resident Project Representative health and safety conditions or deficiencies observed by CONSULTANT'S employees or representatives. CONSULTANT shall not be responsible for CITY's pre-existing site conditions or the aggravation of those preexisting site conditions to the extent not caused by the negligence or willful misconduct of CONSULTANT. CONSULTANT shall not be responsible for inspecting, observing, or correcting health or safety conditions or deficiencies of CITY, Contractors or others at project site ("Project Site") other than for CONSULTANT's employees, subconsultants and vendors.

1.3 ADDITIONAL SERVICES

1.3.1 When additional services are necessary they shall be specified in the written Task Order. Examples of additional (not exclusive) services are:

- ❖ Preparation of applications and supporting documents for private or governmental grants, loans or advances in connection with any particular project.
- ❖ Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by or to the CITY.
- ❖ Services resulting from significant changes in the general scope, extent or character of any particular project or its design including but not limited to, changes in size, complexity, the CITY'S schedule, character of construction or method of financing, and revising previously accepted studies, reports, design documents or Construction Contract Documents when such revisions are required by changes to laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond the CONSULTANT'S control.
- ❖ Providing renderings or models for the CITY'S use.
- ❖ Preparing documents for alternate Proposals requested by the CITY for work that is not executed for documents for out-of-sequence work.
- ❖ Investigations and studies involving but not limited to, detailed considerations of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies; cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for a project; evaluating processes available for licensing and assisting the CITY in obtaining process licensing; detailed quantity surveys of material, equipment and labor, and audits or inventories required in connection with construction performed by the CITY.
- ❖ Assistance in connection with Proposal/proposal protests, re-bidding or re-negotiating contracts for construction, materials, equipment or services, unless the need for such assistance is reasonably determined by the CITY to be caused by the CONSULTANT (e.g. defective plans

and/or specifications which inhibit contractors from submitting proposals) in which event there shall be no additional cost for the provision of such services.

- ❖ Preparing to serve or serving as a CONSULTANT or witness for the CITY in any litigation, arbitration or other legal or administrative proceeding.
- ❖ Additional services in connection with a project not otherwise provided in this Agreement.
- ❖ Services in connection with a project not otherwise provided for in this Agreement.
- ❖ Services in connection with a field order or change order requested by the CITY.
- ❖ Providing artwork, models, or renderings as requested by the CITY.

1.3.2 When required by the Construction Contract documents in circumstances beyond the CONSULTANT'S control, and upon the CITY'S authorization, it will furnish the following additional services.

- ❖ Services in connection with work changes necessitated by unforeseen conditions encountered during construction.
- ❖ Services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of claims submitted by Contractor, except to the extent such claims are caused by the errors or omissions of the CONSULTANT.
- ❖ Additional or extended services during construction made necessary by 1) work damaged by fire or other cause during construction, 2) a significant amount of defective or negligent work of any contractor, 3) acceleration of the progress schedule involving services beyond normal working hours, or 4) default by any contractor; provided however, if a fire occurs as a direct result of errors or omissions in the design by the CONSULTANT or if the CONSULTANT fails to notify the Contractor of the deficient quality of their workmanship pursuant to CONSULTANT'S duties as described in the Contract Documents, the CONSULTANT'S additional services shall be deemed part of Basic Services and compensated as such.
- ❖ Services in connection with any partial utilization of any part of a project by the CITY prior to Substantial Completion.
- ❖ Services to evaluate the propriety of substitutions or design alternates proposed by the Contractor and involving methods of construction, materials, or major project components either during bidding and/or Negotiation services or Construction Contract award. The cost of such services shall be borne by the Contractor, and this requirement shall be included in the construction contract.
- ❖ Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by the Contractor, unless such substitutions are due to a design error by the CONSULTANT in which case such services shall be deemed Basic Services. Except when caused by a design error by the CONSULTANT, the cost of such services shall be borne by the Contractor, and this requirement shall be included in the construction contract.

1.4 CITY'S RESPONSIBILITIES

1.4.1 The CITY shall do the following in a timely manner so as not to delay the services of the CONSULTANT:

1.4.1.1 Designate in writing a person or persons to act as the CITY'S representative with respect to the services to be rendered under this Agreement. Such person(s) shall have complete authority to transmit instructions and receive information with respect to the CONSULTANT'S services for a particular project. The CITY may have multiple CITY Representative(s) or project managers during the performance of this AGREEMENT based on the specific task orders/written task orders from each of the Scope Categories.

1.4.1.2 Provide all criteria and full information as to the CITY'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

1.4.1.3 Assist the CONSULTANT by providing at the CONSULTANT'S request all available information pertinent to the Project including previous reports and any other data relative to design or construction of the project.

1.4.1.4 Furnish to the CONSULTANT, if required for the performance of CONSULTANT'S services (except where otherwise furnished by the CONSULTANT as Additional Services), the following:

1.4.1.5 Data prepared by, or services of others, including without limitations borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspection of samples, materials and equipment;

1.4.1.6 Appropriate professional interpretations of all of the foregoing;

1.4.1.7 Environmental assessment and impact statements;

1.4.1.8 Property, boundary, easement, right-of-way, topographic and utility surveys;

1.4.1.9 Property descriptions;

1.4.1.10 Zoning, deed and other land use restrictions;

1.4.1.11 Approval and permits required in the CITY'S jurisdiction and those from outside agencies unless such approvals and permits are the responsibility of the CONSULTANT; and

1.4.1.12 Arrange for access to make all provisions for the CONSULTANT to enter upon the CITY'S property as required for the CONSULTANT to perform services under this Agreement.

1.4.1.13 Consistent with the professional standard of care and unless otherwise specifically provided herein, CONSULTANT shall be entitled to rely upon the accuracy of data and information provided by the CITY or others without independent review or evaluation.

1.5 SEQUENCE OF EVENTS

1.5.1 Following receipt of any task order/written task order, the CONSULTANT shall submit to the CITY, at least five (5) days prior to actual commencement of services, a schedule of services and expenses for approval by the CITY before any services commence. The CITY reserves the right to make changes to the sequence as necessary to facilitate the services or to minimize any conflict with operations.

1.5.2 Task orders will be issued to the CONSULTANT in the order in which the CITY wishes, and shall be performed and completed in the order they are issued, unless otherwise specifically permitted by the CITY. Minor adjustments to the timetable for completion approved by the CITY in advance, in writing, shall not constitute non-performance by CONSULTANT pursuant to this Agreement.

1.5.3 Proposals received by CONSULTANT as a result of task order/written task order that exceeds $25,000 in cost will require approval from CITY Commission before execution of services in accordance with the CITY'S Procurement Administrative Policy.

1.5.4 When the CITY issues task orders to the CONSULTANT, each authorization shall contain a stated completion schedule. If caused by the negligent errors or omissions of CONSULTANT,failure of the CONSULTANT to meet the stated schedule shall constitute a default for which payment for services may be withheld until default is cured. Time extensions will be reviewed upon request for extenuating circumstances.

1.5.5 It is anticipated and intended that the CONSULTANT will be authorized to begin new task orders on a "rolling" basis, as some already assigned task orders near timely completion. If a subsequent Task Order is issued to the CONSULTANT before it has completed the current task order, the completion date for each Task Order will remain independent of each other so that the CONSULTANT will prioritize the uncompleted Task Order from the first Task Order and finish as soon as practical. Failure to complete the "older" task orders in a timely manner, may adversely impact upon continued early authorization to start a subsequent work.

1.5.6 When the CONSULTANT has exceeded the stated completion date including any extension for extenuating circumstances which may have been granted, a written notice of Default will be issued within seven (7) days of the date that the default became active with a requirement of seven (7) days to cure said default, to the CONSULTANT and payment for services rendered shall be withheld until such time that the CITY has determined that default has been cured.

1.5.7 Should the CONSULTANT exceed the assigned completion time, the CITY reserves the right not to issue to the CONSULTANT any further task orders until such time as it is no longer in default, and the CONSULTANT has demonstrated to the CITY'S satisfaction, the reasons for tardy completion

have been addressed and are not likely to be repeated in subsequent task orders. This restricted issuance provision may result in the CONSULTANT not being issued all of the planned work the CITY anticipated in this Agreement. The CONSULTANT shall have no right to the balance of any work, or to any compensation associated with these non-issued task orders due to the CONSULTANT being rendered in default.

1.5.8 Should the CONSULTANT remain in default for a period of fifteen (15) consecutive calendar days beyond the time frame provided in Paragraph 1.5.6 the CITY may at its sole option retain another CONSULTANT to perform any work arising out of this Agreement and/or terminate this Agreement.

1.6 DEFINITION OF DEFAULT

1.6.1. An event of default shall mean a material breach of this Agreement . Without limiting the generality of the foregoing and in addition to those instances referred to as a material breach, an event of default shall include the following:

- ❖ CONSULTANT has not performed services on a timely basis due to CONSULTANT'S negligent errors or omissions;
- ❖ CONSULTANT has refused or failed to supply enough properly skilled personnel;
- ❖ CONSULTANT has failed to make prompt payments to SUB-CONSULTANTS or suppliers for any services after receiving payment from the CITY for such services or supplies;
- ❖ CONSULTANT has failed to obtain the approval of the CITY where required by this Agreement;
- ❖ CONSULTANT has refused or failed to provide the services as defined in this Agreement;
- ❖ CONSULTANT has filed bankruptcy or any other such insolvency proceeding and the same is not discharged within ninety (90) days of such date.
- ❖ **CITY has failed to make payments to CONSULTANT in accordance with the requirements of this Agreement**

1.6.2 In the event of Default, the CONSULTANT shall be liable for all damages resulting from the Default including:

- ❖ The difference between the amount that has been paid to the CONSULTANT and the amount required to complete the CONSULTANT'S work, provided the fees by the firm replacing the CONSULTANT are reasonable and the hourly rates do not exceed the CONSULTANT'S rates. This amount shall also include procurement and administrative costs incurred by the CITY.
- ❖ In the event of default by the City, CONSULTANT may suspend the Work pending receipt of such payment.

1.6.3. The CITY may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy given or otherwise existing, and may be exercised from time to time and as often and in such order as may be deemed expedient by the CITY. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The CITY'S rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the CITY in law or in equity.

ARTICLE 2 - TERM

2.1 The initial Contract period shall be for an initial two (2) years, commencing at the execution of the contract, and the City reserves the right to unilaterally renew the contract for three (3) additional one (1) year periods under the same terms, conditions. The CONSULTANT understands and acknowledges that the Services to be performed during the two (2) 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

3.1 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 and resultant task order. CONSULTANT shall perform all services and provide all work product required pursuant to this Contract and the specific task order by the Sequence of Events, or unless an extension of time is granted in writing by the CITY.

ARTICLE 4 - PAYMENT

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

- Payment for the work provided by CONSULTANT shall be made in accordance with the Fee Schedule as provided in Exhibit "A" attached hereto.
- 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.
- Compensation for sub-CONSULTANTS will be negotiated based on each task order. Compensation will be through a direct mark-up in

accordance with the Schedule of Professional Fees attached hereto. Sub-consulting services shall be approved by the CITY'S representative prior to performance of the sub-consulting work. Consulting time for processing and management of the sub-CONSULTANT shall not be included in direct costs as the direct mark-up is applied for management efforts.

- 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 verified by the CITY, and upon approval thereof, payment will be made to the CONSULTANT in the amount approved.

- In certain cases where incremental billing for partially completed Work is permitted by the CITY'S representative, the total incremental billings shall not exceed the percentage of estimated completion of identifiable deliverables or accepted deliverables as of the billing date.

- Computation of Time Charges/Not-to-Exceed Method of Payment: When a service is to be compensated based on time charge/not-to-exceed method, the CONSULTANT shall submit a not-to-exceed proposal to the CITY'S representative for prior approval based on estimated labor hours and hourly rates which shall not exceed the established hourly rates as per the Schedule of Professional Fees attached hereto, plus sub-CONSULTANT services and other related costs supporting the proposed work. The CITY shall not be obligated to reimburse the CONSULTANT for costs incurred in excess of the total not-to-exceed cost amount.

- 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, which shall occur no later than 30 days following receipt of the invoice.

- Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the CITY. The final invoice certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, and any other further charges if not properly included on this invoice are considered waived by the CONSULTANT.

- The cost of all services as stated herein shall remain fixed and firm for the initial two (2) year period of the contract. Costs for subsequent years and any extension terms shall be subject to an adjustment only if increases incur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year, or whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (National) as published by the Bureau of Labor Statistics, U.S.

Department Labor. The yearly increase, or decrease in the CPI shall be the latest index published and available ninety (90) days prior to the end of the contract year then in effect, compared to the index for the same month one (1) year prior. Any requested cost increase shall be fully documented and submitted to the CITY at least sixty (60) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the CITY shall have the right to receive from the CONSULTANT, a reasonable reduction in costs that reflect such changes in the industry.

- The CITY may after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the CITY does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the CITY, the Contract may be cancelled by the CITY upon giving thirty (30) calendar days written notice to the CONSULTANT

ARTICLE 5 - OWNERSHIP AND USE OF DOCUMENTS

5.1 Upon completion of the project and final payment to CONSULTANT, all documents, drawings, specifications and other materials produced by the CONSULTANT in connection with the services rendered under this Contract the documents shall be the property of the CITY whether the Project for which they are made is executed or not. Notwithstanding the foregoing, the CONSULTANT shall maintain the rights to reuse standard details and other design features on other projects. 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 Contract, without the written consent of CONSULTANT, shall be at the CITY'S sole risk and without liability to CONSULTANT and CONSULTANT'S sub-CONSULTANTS.

ARTICLE 6 - FUNDING

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

ARTICLE 7 - WARRANTIES AND REPRESENTATIONS

7.1 CONSULTANT represents and warrants to the CITY that it is competent to engage in the scope of services contemplated under this Contract and that it will retain and assign qualified professionals to all assigned projects during the term of this Contract. CONSULTANT'S services shall meet a standard of care for professional

engineering and related services equal to the standard of care for engineering professional 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 Contract. 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 shall not be unreasonably withheld.

ARTICLE 8 - COMPLIANCE WITH LAWS

8.1 CONSULTANT shall, in performing the services contemplated by this service Contract, 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 Contract, shall review and comply with laws, regulations, codes and standards in effect as of the date of this agreement that are applicable to CONSULTANT'S services and shall exercise professional care and judgment to comply with requirements imposed by governmental authorities having jurisdiction over the project. Should changes in any law, ordinance, or regulation result in increased costs or delays to services rendered, both parties agree to an equitable adjustment to schedules and prices.

ARTICLE 9 - INDEMNIFICATION

9.1 Subject to the limiting provisions of Florida Statute 725.08, CONSULTANT shall indemnify, and hold harmless the CITY, its offices, agents and employees, from and against any and all losses, or any portion thereof, including reasonable 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 to the extent caused by negligence, recklessness, or intentionally wrongful conduct of CONSULTANT or other persons employed or utilized by CONSULTANT in performance of CONSULTANT'S duties. Neither party to this Contract shall be liable 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 Contract or out of the services or goods furnished hereunder.

9.2 To the greatest extent permitted pursuant to Section 725.06, Florida Statutes, CONSULTANT's indemnification obligation (when providing services to CITY) shall not exceed the value of CONSULTANT's total compensation. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Article.

PURSUANT TO FLORIDA STATUTE, NO INDIVIDUAL DESIGN PROFESSIONAL EMPLOYED BY OR ACTING AS AN AGENT OF CONSULTANT MAY BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM THE NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS PROFESSIONAL SERVICES AGREEMENT

ARTICLE 10 - INSURANCE

10.1 During the performance of the services under this Contract, CONSULTANT shall maintain the following insurance policies, and provide certificates of insurance evidencing such coverages and limits, 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. CONSULTANT shall include the Worker's Compensation and Employer's Liability Insurance requirements in its subcontracts. 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, unless not required by statute. 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 9, "Indemnification" of this Contract. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from CONSULTANT'S negligent performance of this Agreement. CONTRACTOR 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, except for cancellation due to non-payment of premium.

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 $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 claim/aggregate.

10.2 It shall be the responsibility of the CONSULTANT to ensure that all sub-CONSULTANTS 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 if coverage is not otherwise renewed 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 Contract. Nothing in this Contract 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 Contract. 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

12.1 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 Contract, 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 Contract. For breach or violation of this warranty, the CITY shall have the right to annul this Contract 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 Contract 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 Contract is accurate, complete, and current as of the date of the Contract.

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 - SUBCONTRACTING

14.1 The CITY reserves the right to accept the use of a SUB-CONSULTANT or to reject the selection of a particular sub-CONSULTANT and to inspect all facilities of any SUB-CONSULTANTS in order to make a determination as to the capability of the SUB-CONSULTANT to perform properly under this contract. The CONSULTANT is encouraged to seek local vendors for participation in subcontracting opportunities. If the CONSULTANT uses any sub CONSULTANTS on this project the following provisions of this Article shall apply:

14.2 If a SUB-CONSULTANT fails to perform or make progress, as required by this Contract, and it is necessary to replace the SUB-CONSULTANT to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new SUB-CONSULTANT by the CITY. The substitution of a subcontractor shall not be adequate cause to excuse a delay in the performance any portion of this contract as set forth in the Scope of Work.

14.3 The CONSULTANT, its SUB-CONSULTANTS, agents, servants, or employees agree to be bound by the Terms and Conditions of this Contract and it's agreement with the SUB-CONSULTANT for work to be performed for the City the CONSULTANT must incorporate the terms of this contract.

ARTICLE 15 - DISCRIMINATION PROHIBITED

15.1 The CONSULTANT, with regard to the work performed by it under this Contract, 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 16 - ASSIGNMENT

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

ARTICLE 17 - NON-WAIVER

17.1 A waiver by either CITY or CONSULTANT of any breach of this Contract 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 18 – TERMINATION

18.1 Termination for Convenience: This Contract 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 Contract or causes it to be terminated, CONSULTANT shall indemnify the CITY against loss pertaining to this termination.

18.2 Termination for Default: In addition to all other remedies available to the CITY, this Contract shall be subject to cancellation by the CITY for cause, should the CONSULTANT neglect or fail to perform or observe any of the material 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. In the event of non-payment of other material breach of this Contract by CITY, the Contract is subject to cancellation by CONSULTANT should such condition continue for a period of thirty (30) days after receipt by CITY of written notice of breach.

ARTICLE 19 – DISPUTES AND VENUE

19.1 Any dispute arising out of the terms or conditions of this Contract shall be adjudicated within the courts of Florida. Further, this Contract shall be construed under Florida Law. Claims, disputes or other matters in question between the parties to this Contract arising out of or relating to this Contract shall be in a court of law. The CITY does not consent to mediation or arbitration for any matter connected to this Contract. The parties agree that any action arising out of this Contract shall take place in Palm Beach County, Florida.

ARTICLE 20 – UNCONTROLLABLE FORCES

20.1 Neither the CITY nor CONSULTANT shall be considered to be in default of this Contract 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 Contract 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. In such circumstances, parties agree to an equitable adjustment of schedules and prices.

20.2 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 Contract.

ARTICLE 21 – CITY-PROVIDED INFORMATION AND SERVICES

21.1 CITY shall furnish CONSULTANT available studies, reports and other data pertinent to CONSULTANT'S services; obtain or authorize CONSULTANT to obtain or provide additional reports and data as required; furnish to CONSULTANT services of others required for the performance of CONSULTANT'S services hereunder, and CONSULTANT shall be entitled to use and rely upon all such information and services provided by CITY or others in performing CONSULTANT'S services under this Agreement.

ARTICLE 22 – ESTIMATES AND PROJECTIONS

22.1 In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, CONSULTANT has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, CONSULTANT makes no warranty that CITY'S actual project costs, financial aspects, economic feasibility, or schedules will not vary from CONSULTANT'S opinions, analyses, projections, or estimates.

ARTICLE 23 – THIRD PARTIES

23.1 The services to be performed by CONSULTANT are intended solely for the benefit of CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on CONSULTANT'S performance of its services hereunder, and no right to assert a claim against CONSULTANT by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of CONSULTANT'S services hereunder.

ARTICLE 24 - NOTICES

24.1 All notices required in this Contract shall be sent to the CITY and shall be mailed to:

City of Boynton Beach
Attn: Utilities Director
124 E. Woolbright Road
Boynton Beach, FL 33435

Copy to:
City of Boynton Beach
Attn: Procurement Services
P.O. Box 310
Boynton Beach, FL 33425

And Notices to CONSULTANT, shall be sent to the following address:

CH2M HILL ENGINEERS, INC.
550 W. Cypress Creek Rd
Fort Lauderdale, FL 33309
Attn: Gerrit Bulman

ARTICLE 25 - INTEGRATED AGREEMENT

25.1 This Contract, 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 Contract may be amended only by written instrument signed by both CITY and CONSULTANT.

25.2 In the event of a conflict between a provision of this Agreement and a provision of an individual Task Order, the provision of the Task Order will control.

ARTICLE 26 - SOVEREIGN IMMUNITY

26.1 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 Contract, 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 Contract, 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.

26.2 In connection with any litigation or other proceeding arising out of the Contract, 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.

ARTICLE 27 – PUBLIC RECORDS

27.1 The City is public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

A. Keep and maintain public records required by the CITY to perform the service;

B. Upon request from the CITY'S custodian of public records, provide the CITY 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, Fla. Stat. or as otherwise provided by law;

C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession once the Contractor transfers the records in its possession to the CITY; and

D. Upon completion of the contract, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor's possession All records stored electronically by Contractor must be provided to the CITY, upon request from the CITY'S custodian of public records, in a format that is compatible with the information technology systems of the CITY.

E. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

(CITY CLERK)
P.O. BOX 310
BOYNTON BEACH, FLORIDA, 33425
561-742-6061.
PYLEJ@BBFL.US

Article 28 - LIMITATION OF LIABILITY

THE PARTIES HAVE EVALUATED THE RESPECTIVE RISKS AND REMEDIES UNDER THIS AGREEMENT AND AGREE TO ALLOCATE THE RISKS AND RESTRICT THE

REMEDIES TO REFLECT THAT EVALUATION. CITY AGREES TO RESTRICT ITS REMEDIES UNDER THIS AGREEMENT AGAINST CONSULTANT, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS AND EMPLOYEES, ("CONSULTANT'S COVERED PARTIES"), SO THAT THE TOTAL AGGREGATE LIABILITY OF THE CONSULTANT'S COVERED PARTIES SHALL NOT EXCEED THE VALUE OF CONSULTANT'S SERVICES UNDER THE ASSIGNED TASK ORDER. THIS RESTRICTION OF REMEDIES SHALL APPLY TO ALL SUITS, CLAIMS, ACTIONS, LOSSES, COSTS (INCLUDING ATTORNEY FEES) AND DAMAGES OF ANY NATURE ARISING FROM OR RELATED TO THIS AGREEMENT WITHOUT REGARD TO THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED. CLAIMS MUST BE BROUGHT WITHIN ONE CALENDAR YEAR FROM PERFORMANCE OF THE SERVICES UNLESS A LONGER PERIOD IS REQUIRED BY LAW.

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 22nd day of August, 2018.

CITY OF BOYNTON BEACH

Kevin Lavenex
City Manager

CH2M HILL ENGINEERS, INC.

FRANCOIS GERARD
CONSULTANT

Attest/Authenticated:

Title

City Clerk

CH2M HILL ENGINEERS, INC. CORPORATE SEAL DELAWARE
(Corporate Seal)

Approved as to Form:

Office of the City Attorney

Attest/Authenticated:

Assist Secretary

EXHIBIT "A"
RATE SHEET

FEE SCHEDULE

FIRM: CH2M HILL ENGINEERS, INC.

DATE: March, 19, 2018

Personnel Classifications	Hourly Rate
Principal	$298
Project Manager	$235
Senior Engineer	$259
Process Engineer	$107
Sr Electrical Egn.	$211
Elec. Egn.	$125
Process Control/Inst. Egn.	$125
Sr. Mechanical Engineer	$192
Mechanical Engineer	$116
Engineer	$125
Designer	$107
GIS Specialist	$125
CADD/Technician	$116
Public Relations Specialist	$189
Construction Inspector	$116
Sr. Rate analyst	$225
Clerical/Administrative	$88

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

EXHIBIT "B"

City of Boynton Beach

Risk Management Department

INSURANCE ADVISORY FORM

Under the terms and conditions of all contracts, leases, and agreements, the City requires appropriate coverages listing the City of Boynton Beach as Additional Insured. This is done by providing a Certificate of Insurance listing the City as "Certificate Holder" and "The City of Boynton Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. *(NOTE: An insurance contract or binder may be accepted as proof of insurance if Certificate is provided upon selection of vendor.)* The following is a list of types of insurance required of contractors, lessees, etc., and the limits required by the City: **(NOTE: This list is not all inclusive, and the City reserves the right to require additional types of insurance, or to raise or lower the stated limits, based upon identified risk.)**

TYPE (Occurrence Based Only)		MINIMUM LIMITS REQUIRED
General Liability	General Aggregate	$ 1,000,000.00
Commercial General Liability	Products-Comp/Op Agg.	$ 1,000,000.00
Owners & Contractor's Protective (OCP)	Personal & Adv. Injury	$ 1,000,000.00
Liquor Liability	Each Occurrence	$ 1,000,000.00
Professional Liability	Fire Damage (any one fire)	$ 50,000.00
Employees & Officers	Med. Expense (any one person)	$ 5,000.00
Pollution Liability		
Asbestos Abatement		
Lead Abatement		
Broad Form Vendors		
Premises Operations		
Underground Explosion & Collapse		
Products Completed Operations		
Contractual		
Independent Contractors		
Broad Form Property Damage		
Fire Legal Liability		
Automobile Liability	Combined Single Limit	$ 500,000.00
Any Auto	Bodily Injury (per person)	to be determined
All Owned Autos	Bodily Injury (per accident)	to be determined
Scheduled Autos	Property Damage	to be determined
Hired Autos	Trailer Interchange	$ 50,000.00
Non-Owned Autos		
PIP Basic		
Intermodal		
Garage Liability	Auto Only, Each Accident	$ 1,000,000.00
Any Auto	Other Than Auto Only	$ 100,000.00
Garage Keepers Liability	Each Accident	$ 1,000,000.00
	Aggregate	$ 1,000,000.00
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation		Statutory Limits
Employer's Liability	Each Accident	$ 100,000.00
	Disease, Policy Limit	$ 500,000.00
	Disease Each Employee	$ 100,000.00
Property		
Homeowners Revocable Permit		$ 300,000.00
Builder's Risk		Limits based on Project Cost
Other - As Risk Identified		to be determined

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS

Date:		Name of Firm:					
Office Location:							
1.	Service:	(Check One)	☐	Planning/Study Activity, Report, Other			
			☐	Design/Engineering Services/Preliminary Bid Document			
			☐	Final Document/Bidding/Contractor Award			
			☐	Construction Phase/Completion			
2.	Name of Project:						
3.	Project Manager:						
CONSTRUCTION CONTRACT DATA							
5.							
a. Engineer's estimate:		$		Final Cost:	$		
b. Substantial Construction Completion Date:							
c. Final Construction Completion Date:							
6.	Overall Rating	(Check One)	☐	Unsatisfactory			
			☐	Poor			
			☐	Fair			
			☐	Good			
			☐	Excellent			
7.	Recommended for Future Contracts?		☐	Yes	☐	No	☐ Conditional
If other than yes, provide detailed explanation on a separate sheet of paper.							
8.	Name, title, and office of rating officer (e.g. Utilities Director):						
9.	Signature of rating officer:						

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS (CONTINUED)

DESIGN/ENGINEERING SERVICES AND PRELIMINARY BID DOCUMENT PREPARTION PHASE

Rate numerically 1 to 5 with 5 being the highest score N/A

1.	Thorough site investigation	1	2	3	4	5	
2.	Meeting cost limitations	1	2	3	4	5	
3.	Design/results suitability	1	2	3	4	5	
4.	Cooperative & responsive	1	2	3	4	5	
5.	Timeliness of submissions	1	2	3	4	5	
6.	*Plans clear/detailed	1	2	3	4	5	
7.	*Plan/spec accuracy	1	2	3	4	5	

*Preliminary administrative/limited staff review/evaluation of levels of clarity, accuracy, and coordination between disciplines.

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

FINAL DOCUMENT PREPARATION, BID, & AWARD BY CONSULTANT

Rate numerically 1 to 5 with 5 being the highest score N/A

1.	Specs afford competition	1	2	3	4	5	
2.	Specs complete/thorough	1	2	3	4	5	
3.	Accuracy of documents	1	2	3	4	5	
4.	Requirements within engineer's estimate	1	2	3	4	5	
5.	Cooperative attitude	1	2	3	4	5	
6.	Timeliness of submissions	1	2	3	4	5	
7.	Pre-bid conference participation	1	2	3	4	5	
8.	Response to inquiries	1	2	3	4	5	
9.	Bid evaluation quality/timeliness	1	2	3	4	5	
10.	Response to building & permitting agencies	1	2	3	4	5	
11.	Addendum preparation & permit applications	1	2	3	4	5	

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS (CONTINUED)

CONSTRUCTION PHASE COMPLETION

	Rate numerically 1 to 5 with 5 being the highest score						N/A
1.	Drawings Reflect True Conditions	1	2	3	4	5	
2.	Plans/Specs Accurate/Coordinated	1	2	3	4	5	
3.	Design Constructability	1	2	3	4	5	
4.	Timeliness/Quality of Processing Submittals	1	2	3	4	5	
5.	Product/Equipment Selection Availability	1	2	3	4	5	
6.	Field Consultation and Investigations	1	2	3	4	5	
7.	Quality of Support Services	1	2	3	4	5	
8.	Overall Construction Contract Administration	1	2	3	4	5	
9.	Project Closeout Documentation Review	1	2	3	4	5	
10.	Validity of Claims for Extra Costs	1	2	3	4	5	
11.	Did Consultant provide sufficient copies of signed plans to allow for timely review and approval by all Permitting Agencies?	1	2	3	4	5	
12.	Did the Consultant actively participate in overcoming problems with the Contractor, Building Officials and/or Regulatory Agencies?	1	2	3	4	5	
13.	Change Order Processing (Accuracy, Timeliness, Documentation, etc.)	1	2	3	4	5	
14.	Did the Consultant exercise adequate/effecting coordination and control of subconsultant(s) or associate(s) work and paperwork?	1	2	3	4	5	
15.	Proactive Participation in Resolution of Dispute(s)?	1	2	3	4	5	

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS
(continued)

PLANNING/STUDY ACTIVITY, REPORT, OTHER

		Rate numerically 1 to 5 with 5 being the highest score					N/A
1.	Thorough investigation of situation or activity	1	2	3	4	5	
2.	Cooperative attitude	1	2	3	4	5	
3.	Timeliness of submissions	1	2	3	4	5	
4.	Accuracy of documents	1	2	3	4	5	
5.	Did the Consultant offer cost saving solutions?	1	2	3	4	5	
6.	Did the Consultant actively participate in problem solving?	1	2	3	4	5	
7.	Overall results	1	2	3	4	5	

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

Task Order No. UT-2A-01

Professional Services for NF Membrane Element Replacement at the West Water Treatment Plant

Background

The City of Boynton Beach (CITY) owns and operates the Nanofiltration (NF) West Water Treatment Plant (WTP), commissioned in the early to mid-1990's. The West WTP treats Surficial Aquifer water using six NF membrane skids each producing 1.45 mgd of permeate. The WTP includes a typical process for this type of groundwater with pretreatment consisting of sulfuric acid injection, cartridge filtration, and scale inhibitor injection, main treatment consisting of six membrane skids with two stage NF treatment, and post treatment with degasification of the NF membrane permeate. The raw water contains hydrogen sulfide and little iron. The treatment includes a bypass blend arrangement however this is currently discontinued because of increased hardness passage in Stage 2. The NF membrane process removes hardness, alkalinity and color from the feed water. The current membrane elements are Dow NF90-400 in Stage 1 and Dow NF270-400 in Stage 2. Each skid contains 156 Stage 1 elements and 60 Stage 2 elements. The membrane elements are almost 14 years in operation and are nearing their end of life. Based on CITY's records, the last membrane replacement was done in 2004 for Skids 1-3 and in 2006 for skids 4-6.

CITY now wants to move forward with the design, bidding and installation of replacement NF membrane elements in skids 1–3 and requested a scope of work from CH2M HILL Engineers, Inc. (CONSULTANT).

Scope of Services

The following sections describe the services to be performed under each task.

TASK 1 – DESIGN AND BIDDING SUPPORT

As part of this task, CONSULTANT will provide membrane evaluation and specification development services during the design and bidding:

1.1. Hold a kickoff meeting attended by up to two team members at the West WTP to discuss project schedule and approach, discuss current membrane skid operations and obtain input from operations staff;

1.2. Obtain from CITY and review skid shop drawings, NF feed pump curves, previous membrane and plant optimization studies, current raw and permeate water quality, including salts species, hardness, alkalinity, iron, color, ammonia and dissolved organic carbon and up-to-date membrane normalization spreadsheets. If deemed necessary, CONSULTANT will recommend additional water quality analysis, to be performed by CITY or CITY's assigned laboratory;

1.3. Develop and provide technical data to membrane manufacturers and request equipment submittals that meet the requirements;

1.4. Evaluate the provided information of different NF and low-pressure RO membrane elements, different membrane configurations and impacts on ancillary equipment, including NF feed pumps, and recommend preferred approach to CITY. Findings will be documented in a technical memorandum. As per discussion with CITY, the TM will identify skid parts that are recommended to be replaced;

1.5. Meet with CITY to finalize the membrane selection. Two CONSULTANT team members will attend;

1.6. Develop construction specifications with the selected membrane vendor(s) and membrane makes/models to serve as CITY's standard membrane;

1.7. Meet with CITY to finalize the membrane bid approach, bid schedule and bid documents;

1.8. Assist CITY with preparing the issue for bid for the replacement NF membranes, participate in the pre-bid meeting attended by up to two team members and provide up to 3 addenda to answer any bidder's questions or address any changes or clarification required to the bid documents;

1.9. Review the bids and provide a bid-award recommendation to CITY;

CONSULTANT will prepare for and hold a project kick off meeting attended by up to two team members with CITY to discuss the project execution plan. This task also includes project management, document controls, QA/QC, health & safety, scheduling and office support activities for this project.

Deliverables:

- Membrane selection technical memorandum (electronic)
- Technical specifications for the membranes (electronic)
- Technical information for bid addenda (electronic)
- Bid-award recommendation (electronic)

TASK 2 – SERVICES DURING CONSTRUCTION

As part of this task, CONSULTANT will provide membrane installation support consisting of the following services during construction:

2.1. Issue the conformed membrane specifications;

2.2. Review up to 3 shop-drawings and answer up to 5 requests for information (RFI) from the selected membrane supplier;

2.3. Observe the NF membrane installation performed by CITY's appointed installer, and supervised by the membrane supplier, or as alternative the NF membrane supplier himself, during 3 separate two-day visits to the WTP (one visit for each NF skid). Results will be documented in observation sheets and made available to CITY;

2.4. Witness the performance testing and determine contract compliance during additional 3 two-day visits to the WTP. Results will be documented in test witness sheets and made available to CITY;

2.5. During the month following each NF skid startup, help optimize operations of the new membranes in conjunction with the operations staff during 3 separate one-day visits to the WTP (one visit for each NF skid).

Deliverables:

- Conformed technical membrane specifications (electronic)
- Shop-drawing review and RFI response sheets (electronic)
- Installation observation and test witness sheets (electronic)
- Coordination memo/emails with operational staff for membrane optimization (electronic)

Assumptions

The following key assumptions were made in the compilation of this scope of work and the estimation of the level of effort:

1. CITY will provide CONSULTANT with CITY'S standard front-end documents.
2. CITY will prepare the bid documents using the standard invitation to bid documents for membrane installation. CONSULTANT will develop the technical specifications for the membrane replacement project, consisting of membranes, pressure vessels and other related replacement parts. No other technical specifications, like feed pump, instrument, valve and/or valve actuator, will be developed.
3. The scope of work assumes that membrane installation will be performed by a specialized contractor having the membrane supplier under contract and is therefore responsible for the supply, off-loading,

handling, installation and startup of the NF membrane elements. If CITY decides to directly purchases the membrane elements, CITY will directly negotiate and complete a contract with a membrane supplier without assistance of CONSULTANT.

4. CITY will provide recent feed and permeate water quality and NF skids operations data, including up-to-date normalization spreadsheets.
5. The design will include regular coordination with CITY and includes only two formalized design submittals at membrane selection and specification level.
6. CONSULTANT will prepare an agenda and summary of project meetings.
7. The timing of the bid addenda, award recommendation and construction documents is dependent upon the bidding and approval times. Tasks associated with bidding and construction phases will be provided in an as-needed basis and timing is dependent upon bidding schedule administered by CITY.
8. CITY will provide construction management during the construction and CONSULTANT will only witness the membrane installation, startup and performance testing.
9. No sampling and analytical work will be done as part of this task order. If needed during the execution of Task 1, CONSULTANT will provide suggestions on type and frequency of analytics to be performed by a laboratory contracted directly by CITY. During Task 2, the specialized contractor will be responsible for water quality sampling during startup and performance testing.
10. The existing record drawings and equipment cut sheets of NF skids and ancillary equipment are available in organized folders and are in Adobe Acrobat format.
11. The selected contractor and subcontracted membrane supplier are well performing under this contract and shop drawings only require one re-submittal.
12. The number of reviews of bid addenda, shop-drawings and RFI, and number of site visits to the WTP site to observe membrane installation, witness performance testing and optimize operations are based on CONSULTANT's experience with similar work. If, for whatever reason, actual numbers deviate from numbers proposed in this amendment, CONSULTANT may request an amendment to this contract to account for the difference in the level of effort.

Contract Reference

This Task Order shall be performed under the terms and conditions described within the Agreement between the City of Boynton Beach (CITY) and CH2M HILL Engineers, Inc. (CONSULTANT) titled General Consulting Services for RFQ No. 046-2821-17/TP, executed on August 22, 2018.

Compensation

Services proposed by CONSULTANT in this task order will be performed in accordance with the General Consulting Services Agreement for RFQ No. 046-2821-17/TP, executed on August 22, 2018.

CONSULTANT proposes to perform the work described herein on a lump sum basis, based on the Fee Table of the contract. The total engineering fee including labor and expenses associated with the task order is $105,358.30, as shown in the table below.

TASK		HOURS	RATE	TOTAL
Task 1 Design and Bidding Support				
	Project Manager	48	$235.00	$11,280.00
	Senior Engineer	10	$259.00	$2,590.00
	Engineer	172	$125.00	$21,500.00
	Process Engineer	96	$107.00	$10,272.00
	Clerical/Administrative	22	$88.00	$1,936.00
	Expenses			$994.70
	Subtotal task			$48,572,70

TASK		HOURS	RATE	TOTAL
Task 2 Services During Construction				
	Project Manager	50	$235.00	$11,750.00
	Senior Engineer	6	$259.00	$1,554.00
	Engineer	168	$125.00	$21,000.00
	Process Engineer	152	$107.00	$16,264.00
	Clerical/Administrative	16	$88.00	$1,408.00
	Expenses			$4,809.60
	Subtotal task			$56,785.60
TOTAL				**$105,358.30**

Project Schedule

The intended submittal time of each deliverable is included in the table below. The anticipated total duration of this amendment is 500 calendar days.

Task	Deliverable	Time from NTP
Task 1 – Membrane specification and bidding support	Membrane replacement technical memorandum	8 weeks
	Technical membrane specifications	16 weeks
	Technical information for bid addenda, bid-award recommendation	As required
Task 2 –Services during construction for membrane installation	Conformed technical membrane specifications	As required
	Shop-drawings reviews, RFIs response sheets, witness test sheets and optimization comm's	As required

CONSULTANT will provide CITY a monthly invoice for the services based upon the schedule values detailed in the compensation table above, along with a summary of activities performed under this contract. An estimated earned value (percent complete) for each project sub-task will be the basis for progress payments.

The proposal is effective for 90 days.

Authorization

Submitted by CH2M HILL Engineers, Inc

By: _____

Name: Sirpa H. Hall, PE

Title: Senior Business Vice President

Date: 10/26/18

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 12/18/2018

REQUESTED ACTION BY COMMISSION: Approve an annual purchase order to Petersen Industries of Lake Wales, FL in the amount of $100,000 as a sole source vendor.

EXPLANATION OF REQUEST:
The Fleet Division originally created an annual blanket in the amount of $24,000 with sole source vendor Petersen to provide parts, service and support for Petersen Industries equipment, i.e. Solid Waste Rear Steer and Grapple Truck. This amount was based on past history of purchases but the current vehicles have experienced a couple of major breakdowns increasing the normal purchasing levels on this contract.

The Fleet Division currently has an invoice in the amount of $26,000 for Solid Waste Truck #1097 to have the grapple arm rebuilt. There is an additional truck at the vendor's facility that will be approximately $20,000 for refurbishment.

Staff is requesting an increase in the amount of $50,000 to cover the pending invoice and for the truck that is being refurbished for an estimated annual expenditure of $100,000. This will provide for any additional repairs needed for the remainder of the fiscal year.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT: Budgeted Funding is in Fleet account # 501-5000-590-09-82

ALTERNATIVES: None

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

CONTRACTS

VENDOR NAME: Petersen Industries

START DATE:

END DATE:

CONTRACT VALUE:

MINORITY OWNED CONTRACTOR?: No

EXTENSION AVAILABLE?: No

EXTENSION EXPLANATION:

ATTACHMENTS:

Type	Description
Sole Source Letter	Agenda Attachment - Petersen Industries - Sole Source Letter

PETERSEN INDUSTRIES

Lightning Loader®

August 21, 2018

CITY OF BOYNTON BEACH
222 N.E. 9TH AVENUE
BOYNTON BEACH, FL 33435

RE: Lightning Loader Parts

To Whom It May Concern:

This letter is to confirm that Petersen Industries sells Lightning Loader parts directly to customers at the factory direct price. Those parts that we manufacture ourselves, which includes most of the parts that make up the loader, are available directly from Petersen and are proprietary parts.

Petersen stocks over $750,000 worth of parts at the factory. Most parts, with the exception of some larger assemblies, will ship the day the order is received. Our Parts Department is open Mon – Fri from 7:00AM – 4:30PM. Our staff stands by ready to assist.

If you have any questions, please contact Mike Mimbs, our Parts Department Manager, at 1-800-930-5623, ext. 231.

Sincerely,

Mike Mimbs
Parts/Service Manager

4000 State Road 60 West | Lake Wales, Florida 33859-8234 | Phone: 863-676-1493 | Fax: 863-676-6844
www.petersenind.com

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 12/18/2018

REQUESTED ACTION BY COMMISSION: Approve issuing an annual blanket purchase order to Precision Air Systems, Inc. of Wellington, FL in the amount of $150,000 for air conditioning repairs/services as needed at various City Buildings utilizing the Palm Beach County School District Term Contract #17C-17T. The Palm Beach County School Board's bid process satisfies the City's competitive bid requirements.

EXPLANATION OF REQUEST:
Term Period: November 30, 2018 - November 29,. 2019

The Facilities Division originally created an annual blanket in the amount of $24,420 because the contract was expiring on November 29, 2018 with vendor Precision Air Systems.

The contract was renewed and extended to November 30, 2019 and the Facilities Division is now requesting to have the blanket increased to cover unanticipated services/repairs needed throughout the year.

The Facilities Divisions historical expenditures for this work are as follows:

FY 2017: $200,000
FY 2018: $185,000

The total estimated expense for FY 2019 is $174,420.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
HVAC is an essential need in carrying out daily operations at City Facilities and by utilizing outside vendors on an as needed basis it provides the quickest opportunity to get the facilities back up and running when mechanical failures occur.

FISCAL IMPACT: Budgeted Funding is allocated in Facilities account # 001-2511-519-46-25

ALTERNATIVES: None

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

CONTRACTS

VENDOR NAME: Precision Air Sytems, Inc

START DATE: 12/1/2016

END DATE: 11/30/2019

CONTRACT VALUE:

MINORITY OWNED CONTRACTOR?: No

EXTENSION AVAILABLE?: Yes

EXTENSION EXPLANATION:

The term of this contract shall be for two years from date of award, and may, by mutual agreement between the School District and the awardee, be renewable for three (3) additional one-year period(s).

ATTACHMENTS:

Type	Description
Other	Agenda Attachment - Precision Air Sys -Letter of Authorization
Attachment	Agenda Attachment - PBCSD Contract Renewal - Exp 11-30-19
Contract	Agenda Attachment - Precision Air Sys - PBCSD Contract Exp 11-30-19 Final Contract

PRECISION *Air Systems, Inc.*

11101 South Crown Way • Suite 2 • Wellington, Florida 33414
Phone (561) 791-3980 • Fax (561) 795-1693
precisionairsystemsinc.com

August 28, 2018

Ms. Andrea Javier
City of Boynton Beach
100 E. Boynton Beach Blvd.
Boynton Beach, FL 33435

Re: Letter of Authorization -
Palm Beach County School District Contract #17C-7T

Dear Ms. Javier:

Please accept this letter as authorization for the City of Boynton Beach to "piggyback" our contract with the Palm Beach County School District (Contract #17C-7T).

In addition Precision Air Systems, Inc., will provide and honor the same pricing and terms to the City of Boynton Beach, as stated and referenced in the PBC School District Contract #17C-7T.

Should you have any questions regarding the above or should you require additional information, please do not hesitate to contact us.

Very truly yours,

By: _____
Rocco Paciello, Controller

/rdp

AGENDA ITEM

INVITATION TO BID NO.: 17C-17T – TERM CONTRACT FOR PREVENTIVE MAINTENANCE AND MINOR REPAIRS

DATE: October 3, 2018
PRESENTED TO BOARD: November 14, 2018

CONTRACT PERIOD: December 1, 2018 through November 30, 2019
DEPARTMENT: Various FUND: 1051 FUNCTION: 8102 ACCOUNT: 535010
FUNDING SOURCE: Capital Maintenance Transfer
REQUESTING DEPARTMENT: Facilities Services

FINANCIAL IMPACT

The annual financial impact to the District budget is not to exceed $2,000,000. The source of funds is the Capital Maintenance Transfer budget.

CONTRACT RENEWAL

Term Contract No. 17C-17T was awarded to Precision Air Systems, Inc. for two (2) years from December 1, 2016 through November 30, 2018, with the option to renew for three (3) additional one-year periods.

The first option to renew this contract is now being exercised for the period December 1, 2018 through November 30, 2019.

Precision Air Systems, Inc. has agreed to honor terms, conditions and pricing of existing contract for the forthcoming contract period.

Items to be purchased include preventive maintenance and minor repair to HVAC air handling units, exhaust and supply fans District-wide. A hypothetical situation using two sites representative of District sites was used to evaluation and award.

RECOMMENDATION: **Based on satisfactory performance during the past contract period, it is recommended that the Term Contract 17C-17T for Preventive Maintenance and Minor Repairs be renewed with Precision Air Systems, Inc. for the period December 1, 2018 through January 30, 2019.**

Note: Original Bid document is available upon request.

DG:GM:DM

INVITATION TO BID NO.: 17C-17T – TERM CONTRACT FOR PREVENTIVE MAINTENANCE AND MINOR REPAIRS

DATE: October 5, 2016
DATE SOLICITED: September 12, 2016
PRESENTED TO BOARD: November 16, 2016

DATE OPENED: September 29, 2016
DATE POSTED: October 5, 2015

CONTRACT PERIOD: December 1, 2016 through November 30, 2018
DEPARTMENT: Various FUND: 1051 FUNCTION: 8102 ACCOUNT: 535010
FUNDING SOURCE: Capital Maintenance Transfer
REQUESTING DEPARTMENT: Maintenance and Plant Operations

FINANCIAL IMPACT

The annual financial impact to the District budget is not to exceed $1,500,000. The source of funds is the Capital Maintenance Transfer budget.

Items to be purchased include preventive maintenance and minor repair to HVAC air handling units, exhaust and supply fans District-wide. A hypothetical situation using two sites representative of District sites was used to evaluation and award.

AWARD RECOMMENDATION / TABULATION

Vendor	Minority Status	Hypothetical Cost
Copper Stone Construction and Design Corp.	--	$1,096,590.00
MRSE LLC dba Roth Southeast		$60,690.80
Precision Air Systems, Inc.	6 *	$23,464.40

LEGEND:

_____ = Award

MINORITY - (2-African American, 3-Hispanic American, 4-Native American, 5-Asian American, 6-American Woman, 7-Physically Impaired, 8-Other)

EXCEPTIONS:
* Precision Air Systems, Inc. is a minority owned business registered with the State of Florida; however, they have exceeded the School District of Palm Beach County guidelines and have graduated the program.

RECOMMENDATION: **It is recommended that the award be made to the lowest bid from the responsive and responsible bidder(s), as indicated above, and authorize the use of the next lowest bidder(s) meeting the same conditions in the event the original awardee cannot fulfill their contract.**

Note: Original Bid document is available upon request.
Revised 4/14/16

SUMMARY OF AWARDS

Item Description	Vendor: Copper Stone Construction and Design Corp.	MRSE LLC dba Roth Southeast	Precision Air Systems, Inc.
PM-Cost Per Ton			
0-25 Tons	$95.00	$15.00	$16.28
26-50 Tons	$220.00	$18.00	$7.48
Over 51 Tons	$240.00	$20.00	$5.25
PM-Cost Per Unit - Exhaust/Supply Fans			
Flat Roof	$95.00	$51.00	$55.00
Sloped Roof	$110.00	$51.00	$110.00
Price Per Inch V-Belts			
A, B, 3L Belts	$97.50	$3.30	$0.75
Additional Information – Minor Repair Rates			
Labor Rates			
Regular	$95.00	$96.00	$100.00
Overtime	$127.50	$144.00	$150.00
Premium	$160.00	$144.00	$150.00
Materials – Cost Plus Percentage	9%	15%	15%

BID PROTEST

Failure to file a protest within the time prescribed in §120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes and applicable Board rules, regulations and policies. Offers from the vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late.

If a bidder wishes to protest a bid, they must do so in strict accordance with the procedures outlined in FS 120.57(3). Any person who files an action protesting a decision or intended decision pertaining to this bid pursuant to FS 120.57(3)(b), shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida payable to the School District of Palm Beach County in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than $500 nor more than $5,000. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned. If the protest prevails, he or she shall recover from the District all costs and charges, which shall be included in the final order of judgment.

DISQUALIFYING CRIMES

The bidder certifies by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by the State of Florida or Federal Government. Further, bidder certifies that it has divulged, in its bid response, information regarding any of these actions or proposed actions with other governmental agencies.

RFP:DM

Revised 4/14/16

School District of Palm Beach County FL

Invitation to Bid No.

17C-17T

Title:

Preventive Maintenance and Minor Repairs

RESPONSES ARE DUE PRIOR TO:

SEPTEMBER 29, 2016

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

www.Demandstar.com

The School District of Palm Beach County is an
Equal Education Opportunity Provider and Employer.
http://www.palmbeachschools.org/purchasing/documents/Equity_Coordinators.pdf

17C-17T - SPECIAL CONDITIONS

A. **SCOPE:** The purpose and intent of this Invitation to Bid is to secure prices and establish a Term Contract for Preventive Maintenance and Minor Repairs.

Contractor shall furnish all labor, supervision, materials, and equipment to facilitate all Preventive Maintenance and Minor Repairs as contained herein. Various equipment covered under this bid are:

Air Handler Units, Rooftop Units, Package Units, DX units, Vertical Wall-mount and Free-standing Units

Exhaust/Supply Fans

All services shall include all necessary labor charges, tools, fuel, equipment and materials delivered and installed in accordance with N.F.P.A, local and State regulations, ASHRE, OSHA and District Master Specifications.

B. **DELIVERY:** Items in the Invitation to Bid are for **various schools and departments** located throughout Palm Beach County and are not for delivery to any central location. Deliveries are to be FOB destination as per purchase order. All deliveries made to schools and departments shall require inside delivery unless otherwise specified.

C. **DEMANDSTAR**:

1. **All offers must be submitted electronically to Demandstar.com.**
2. **DemandStar requires that all documents be downloaded, completed, saved and re-uploaded to submit your offer. DemandStar does not support online document completion.**
3. **The Vendor Contact Information page on the DemandStar site has a required field "BID AMOUNT". The District does not require this field to be completed, but in order to complete the process DemandStar requires input. It is suggested that you input zero. All the District requirements should be included in number one above.**
4. **It is recommended that you incorporate your response into one document or as few separate uploads as possible when submitting your offer to DemandStar.**
5. **The District will only consider offers that have been uploaded and submitted prior to the bid closing date and time. Allow sufficient time to complete your offer.**
6. **IMPORTANT INFORMATION: When finished uploading all required documents, at the end of the document, you must Submit your Response.**
   After clicking "Submit Response" the following process will begin:
   - **DemandStar will verify that your response is complete as entered.**
   - **Your will see a confirmation page with your confirmation number and date/time stamp of your upload.**
   - **You will receive a confirmation e-mail indicating a successful response submittal.**

If you do not receive any of the above, please call DemandStar Supplier Services at (800)711-1712 or email demandstar@onvia.com
For additional information please go to:
http://www.palmbeachschools.org/purchasing/bids/purch/vendor/ebidding.pdf

7. Hard copy bids will not be accepted.
8. Be advised that DemandStar has a limit of 30MB per document upload and a 100MB maximum per vendor response.

If necessary, an addendum will be distributed by DemandStar to all who are known by the Purchasing Department to have received a complete set of proposal documents.

D. **BENEFICIAL INTEREST AND DISCLOSURE OF OWNERSHIP AFFIDAVIT:** The School District is requesting this affidavit to include a list of every "person" (as defined in Section 1.01 (3), Florida Statues to include individuals, children, firms, associates, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups and combinations) holding 5% or more of the beneficial interest in the disclosing entity. **The Beneficial Interest and Disclosure of Ownership Affidavit (PBSD Form 1997) must be completed, signed, notarized and returned with your bid.**

E. **FLORIDA PREFERENCE:** Pursuant to §287.084 Florida Statute, award recommendations shall make appropriate adjustments to pricing when considering solicitations from Proposers having a principal place of business outside the State of Florida. **All Proposers must complete and submit the attached Proposers Statement of Principal Place of Business with the response to this solicitation.** Failure to comply may be considered non-responsive to the terms of this solicitation. Refer to http://www.leg.state.fl.us/Statutes/index.cfm for additional information regarding this Statute.

F. **M/WBE PREFERENCE**: Pursuant to Board Policy 6.143, award recommendations shall make appropriate adjustments to pricing when considering solicitations from a State of Florida or District certified Minority/Women Business Enterprise (M/WBE) if the bid price does not exceed the lowest bidder's price by an amount greater than $50,000 or 5%, whichever is less. In instances where the certified M/WBE's price difference is greater than $50,000 or 5%, the lowest responsive, responsible bidder will be awarded the contract and the goals shall be deemed waived. The requirements to qualify for the M/WBE are to be certified either by the State of Florida or the School District of Palm Beach County, **subject to the criteria indicated in paragraph P.** The District does not recognize any other certifications. Graduation (as described in Board Policy 6.143) from the District M/WBE Certification Program shall void certification by the State of Florida, if a vendor has exceeded the revenue/sales size standards for their industry specific classification for the previous three year period. **See Paragraph N, M/WBE GOAL, and Paragraph P, MINORITY BUSINESS PARTICIPATION, for complete detail.** For District certification go to http://www.palmbeachschools.org/MWBE website and complete the M/WBE certification application.

G. **AWARD**: Contract will be awarded by applying the prices submitted on the bid summary to a hypothetical situation that is resemblance to sites within the District. The lowest bid resulting from this hypothetical, after adjustments for all applicable preferences have been applied, will be the recommended award. It is necessary for bidder to bid on every item in order to have a bid considered. It is also required that the bidder carefully consider each item, and make sure that each one meets the specifications as indicated. In the event that one item does not meet such specifications the entire group will be disqualified.

The Board, through its designee(s), reserves the right to further negotiate any proposal, including price and warranty, with all responsible and responsive bidders to meet the needs of the District. If a mutually beneficial agreement with the first lowest responsible and responsive bidder being considered for award cannot be resolved, The Board, through its designee(s), reserves the right to enter into negotiations with the next lowest responsible and responsive bidder until an agreement is reached to meet the needs of the District.

Upon award of a particular item to the successful bidder, the vendor cannot substitute an item without prior approval by the Purchasing Department. Vendor must supply the item that was specified according to their bid response unless instructed otherwise by the Purchasing Department.

The Purchasing Department or their designee reserves the right to use the next lowest bidder(s) in the event the original awardee of the bid cannot fulfill their contract, subject to the terms and conditions of Preference awards as provided herein. The next lowest bidder's prices must remain the same as originally bid and must remain firm for the duration of the contract.

H. **TERM OF CONTRACT:** The term of this contract shall be for two years from date of award, and may, by mutual agreement between the School District and the awardee, be renewable for three (3) additional one-year period(s). If considering renewal, the District, through the Purchasing Department, will request a letter of intent to renew from the awardee prior to the end of the current contract period. The contract may be extended ninety (90) days beyond the contract expiration date, if needed. The awardee agrees to this condition by signing their bid. The awardee will be notified by the Purchasing Department when the recommendation has been acted upon. All prices shall be firm for the term of this contract, however, nothing prohibits the District from accepting lower pricing during the term of this contract.

I. **REFERENCES:** Complete the Reference Document and include at least five (5) references from commercial customers that you have contracted with to provide HVAC preventive maintenance and repair services. This should include at least one reference from a customer who has been with you for a year or less, three references from veteran customers with long term or repeat contracts and at least one reference from a past customer who is currently not under contract with you.

NOTE: The information requested must include a current contact name, phone number and email address for each reference.

J. **QUALIFICATIONS:** Provide photocopies of the following (**valid and current)** licenses and/or certificates: **Failure to provide this documentation may result in rejection of bid.**

1. Palm Beach County Local Business Tax Receipt, formerly Occupational License.
   OR
2. Proof of an active Certificate of Authority issued by the Florida Department of State which authorizes the Bidder to transact business in the State of Florida. This proof may be provided by either submitting a copy of the Letter of Authority issued by the Office of the Secretary of State or by submitting a copy of the Certificate of Status Verification which may be obtained via Sunbiz.org-Department of State.
   AND (if applicable)
3. Copy of industry/skills certifications and /or licenses. Contractor shall hold a current Certified or Registered State Unlimited or Palm Beach County Class A Air Conditioning Contractor (CA or RA) or Mechanical Contractor (CM or RM) license.

The bidder(s) must have an adequate organization, facilities, equipment, and personnel to insure prompt and efficient service. The District reserves the right, before recommending any award, to inspect the facilities to determine ability to perform. The District reserves the right to reject bids where evidence submitted, investigation and/or evaluation, is determined to indicate inability of the bidder to perform.

K. **PLACING AN OFFER:** All offers must be submitted electronically to Demandstar.com. No offer will be considered if submitted after the closing date and time. Hard copy bids will not be accepted.

Allow sufficient time to complete your offer, **and follow all steps outlined in Paragraph C.**

If necessary, an addendum will be distributed by DemandStar to all who are known by the Purchasing Department to have received a complete set of proposal documents.

L. **BID QUESTIONS**: From the time this solicitation is posted until the time a Decision or Intended Decision is posted, potential Proposers and employees, representatives, partners, director, officers, or other individuals acting on behalf of the Proposer, shall be prohibited from lobbying any School District employee, Member of the School Board, Member of a School District Advisory Committee that may evaluate the awarded contract, or person selected to evaluate or recommend selection of the awarded Proposer. Violation of the Cone of Silence shall result in rejection/disqualification of the Proposer from award of a contract arising out of this solicitation. Further, in order to protect the integrity of the award process, all questions regarding this solicitation must be submitted by email to Dennis Messerli at Dennis.Messerli@palmbeachschools.org no later than 3:00 p.m. EST, on September 20, 2016. Questions received in writing by the time and date specified will be answered in writing and posted on DemandStar. Dennis Messerli is authorized only to direct the attention of prospective proposers to various portions of the Bid so that they may read and interpret such for themselves. Neither Dennis Messerli nor any employee of the District is authorized to interpret any portion of this Bid or give information as to the requirements of the Bid in addition to that contained in the written documents.

All questions submitted (along with their source) are subject to Public Records Laws and as such will be available for inspection upon receipt of a Public Records Request.

M. **POSTING OF BID RECOMMENDATION / TABULATIONS:** Bid recommendations and tabulations will be posted electronically with DemandStar and at the Fulton Holland Educational Services Center Purchasing Department, at 3300 Forest Hill Boulevard, Third Floor, A-Wing Suite A-323 West Palm Beach, FL, for review by interested parties, on October 3, 2016, at 3:00 p.m., EST, and will remain posted for a period of 72 hours. If the bid tabulation with recommended awards is not posted by said date and time, A "Notice of Delay of Posting" will be posted to inform all bidders of the new posting date and time.

Any person adversely affected by the decision or intended decision, as defined in School Board Policy 6.14 (4) (a), must file a notice of protest, in writing, within 72 hours after the posting of the notice of decision or intended decision. Saturdays, Sundays and State Holidays shall be excluded in the computation of the 72-hour time period. The formal written protest must be filed within 10 days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a notice of protest or to file a formal written protest within the time prescribed in section 120.57 (3), Florida Statutes, shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

N. **M/WBE GOAL:** The Goal Setting Committee has established a 5% bid preference for participation/utilization of Minority/Women's Business Enterprises.

The Board strongly encourages the use of Minority/Woman Owned Business Enterprises for participation as partners, joint-venturers, prime contractor, sub-contractors, and in contracting opportunities. Listings of District Certified Minority and Women Business Enterprises can be found on the District's Office of Diversity in Business Practices web site at http://www.palmbeachschools.org/mwbe/.

O. **SUB-CONTRACTING:** If a vendor intends to sub-contract any portion of this bid for any reason, the name and address of the subcontracting firm must be submitted with the bid or prior to use for approval. No sub-contracting will take place prior to bid-awarded vendor furnishing this information and receiving written approval from the District. Subcontractors will be required to conform to the Jessica Lunsford Act as noted in the Instructions to Bidders document of this bid.

The Purchasing Department reserves the right to reject a subcontractor who previously failed in the proper performance of an award or failed to deliver on-time contracts of a similar nature, or who is not in the position to perform this award. The School District Representative reserves the right to inspect all facilities of any subcontractor in order to make determination as to the foregoing. The subcontractor will be equally responsible for meeting all requirements specified in this Invitation to Bid. Vendors are encouraged to seek minority and women business enterprises for participation in sub-contracting opportunities. The sub-contractor shall be equally responsible for meeting all requirements specified in this Invitation to Bid.

P. **MINORITY BUSINESS PARTICIPATION:** Bidders who list M/WBE subcontractors as participants in their bids will complete Form 1525, M/WBE SUBCONTRACTOR PARTICIPATION LETTER OF INTENT and M/WBE SUBCONTRACTOR PARTICIPATION SUMMARY (FORM 1526). The 1526 will be submitted with all requests for payment, and will be submitted as part of the response to the solicitation.

The industry specific classification for this solicitation is:

- Non –Professional Services- Hispanic American Owned

The District does not have reciprocity with any other certifying Agency/Entity, and the State of Florida neither accepts nor recognizes the SDPBC M/WBE certification for State Bids.

*SDPBC will accept a State of Florida M/WBE certification on a school district solicitation if the Vendor can demonstrate that they meet the narrowly tailored Race/Gender/Ethnicity/

income guidelines, and relevant market/location criteria. To ensure compliance with program guidelines and intent, proposers presenting State of Florida certification, and/or be counted towards the M/WBE goal ONLY if their industry specific classification, ethnicity/gender, and income thresholds are consistent with, and meets the standards contained in School Board Policy 6.143 and the Office of Diversity in Business Practices' Procedures Manual as depicted in the chart below:

INDUSTRY	ETHNICITY / GENDER	INCOME THRESHOLD*
Construction	African American	Not to exceed $7,000,000.
Non-Professional Services	Hispanic American	Not to exceed $3,000,000.
Professional Services	African American, Hispanic American, Native American, Woman owned	Not to exceed $2,000,000.
General Procurement	Asian American, Native American	Not to exceed $3,000,000.

*For verification of compliance with the income threshold, ethnicity, gender, and industry guidelines, proposers presenting State of Florida M/WBE certificate must submit notarized copies of the front page of tax returns filed with the IRS for each of the previous three (3) years.

In order to receive consideration for M/WBE participation, the bidder or firm(s) to be utilized by the bidder must be certified by the District or the State of Florida at the time that the bid is opened.

Graduation (as described in School Board of Palm Beach County Policy 6.143) from School District M/WBE Certification shall void acceptance of certification by the State of Florida. Certification shall be verified and point award shall be determined by the Office of Diversity in Business Practices.

Q. ACCESSIBILITY TO AND COOPERATION WITH INSPECTOR GENERAL AND STAFF: The Awarded Vendor agrees and understands that the School District's Office of Inspector General shall have immediate, complete, and unrestricted access to all financial and performance-related records, papers, books, documents, information, writings, drawings, graphs, photographs, processes, data or data compilations, computer hard drives, emails, instant messages, services, and property or equipment purchased in whole or in part with School Board funds ("Information and Records"). The Awarded Vendor shall furnish the Inspector General with all Information and Records requested for the purpose of conducting an investigation or audit, as well as provide the Inspector General with reasonable assistance in locating assets and obtaining Information and Records that are in the possession, custody, or control of the Awarded Vendor or its subcontractor. The Awarded Vendor understands, acknowledges, and agrees to abide by applicable portions of School Board Policy 1.092. Such policy is located at: http://www.palmbeachschools.org/policies/.

R. PUBLIC RECORDS LAW:

The Responder shall:

a. Keep and maintain public records that ordinarily and necessarily would be required by the School Board of Palm Beach County in order to perform the service to the Board under this agreement.

b. Upon request from the Board's custodian of public records, provide the Board 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, Florida Statutes 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 Agreement term and following completion of the Agreement if the Responder does not transfer the records to the Board.

d. Upon completion of the Agreement, transfer, at no cost, to the Board all public records in possession of the Responder or keep and maintain public records required by the Board to perform the service. If the Responder transfers all public records to the Board upon completion of the Agreement, the Responder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Responder keeps and maintains public records upon completion of the Agreement, the Responder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Board, upon request from the Board's custodian of public records, in a format that is compatible with the information technology systems of the Board.

Failure of Responder to abide by the terms of this provision shall be deemed a material breach of this Agreement. This provision shall survive any termination or expiration of this Agreement. In the event of a dispute regarding the enforcement of this provision where the Responder has unlawfully refused to comply with the public records request within a reasonable time, the School Board shall be entitled to recover its reasonable costs of enforcement, including reasonable attorney's fees from the vendor as authorized by 119.0701, Fla. Stat.

IF THE RESPONDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, HE OR SHE MUST CONTACT THE PUBLIC RECORDS MANAGEMENT COORDINATOR FOR THE SCHOOL DISTRICT OF PALM BEACH COUNTY AT 561-629-8585, PUBLICRECORDS@PALMBEACHSCHOOLS.ORG, OR 3300 FOREST HILL BLVD., SUITE C-110, WEST PALM BEACH, FL, 33406.

Public Records Exemption:

1) For purposes of this paragraph, "competitive solicitation" means the process of requesting and receiving sealed bids, proposals, or replies in accordance with the terms of a competitive process, regardless of the method of procurement.

2) Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

3) If an agency rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the agency concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from s. 119.07(1) and s.

24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12 months after the initial agency notice rejecting all bids, proposals, or replies.

S. **INSURANCE REQUIREMENTS:** Proof of the following insurance will be furnished by the awarded vendor(s) to the School Board of Palm Beach County by Certificate of Insurance.

Original copies of Certificates of Insurance meeting the specific required provision specified within this contract/agreement shall be forwarded to the School District of Palm Beach County, Purchasing Department by email (insurancecertificate@palmbeachschools.org), or fax (561-963-3823), and approved prior to the start of any work or the possession of any school property. Renewal certificates must be forwarded to the same department prior to the policy renewal date.

Thirty days written notice must be provided to the School District of Palm Beach County via certified mail in the event of cancellation. The notice must be sent to the Purchasing Department.

The awarded vendors shall provide complete copies of any insurance policy for required coverage within seven days of the date of request by the Purchasing Department. For all contracts with an amount of $500,000 or more the actual INSURANCE POLICY must be included with the Certificate of Insurance.

1. **WORKERS' COMPENSATION:** Bidder(s) must comply with FSS 440, Workers' Compensation and Employees' Liability Insurance with minimum statutory limits.

2. **COMMERCIAL GENERAL LIABILITY:** Awarded vendors shall procure and maintain, for the life of this contract/agreement, Commercial General Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury, products and completed operations liability and property damage that could arise directly or indirectly from the performance of this agreement. It must be an occurrence form policy. **THE SCHOOL BOARD OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR COMMERCIAL GENERAL LIABILITY INSURANCE.**

   The minimum limits of coverage shall be $1,000,000 per occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability.

3. **BUSINESS AUTOMOBILE LIABILITY:** Awarded vendors shall procure and maintain, for the life of the contract/agreement, Business Automobile Liability Insurance. **THE SCHOOL BOARD OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR BUSINESS AUTOMOBILE LIABILITY INSURANCE.**

   The minimum limits of coverage shall be $1,000,000 per occurrence. This coverage shall be an "Any Auto" form policy or a form policy that includes "Scheduled Autos, Hired Autos, and Non-Owned Autos" coverage. The insurance must be an occurrence form policy.

In the event the contractor does not own any vehicles, we require an affidavit signed by the contractor indicating the following:

_____ (Company Name) does not own any vehicles. In the event we acquire any vehicles throughout the term of this contract/agreement, _____ (Company Name) agrees to purchase Business Automobile Liability coverage as indicated above on the date of acquisition.

This policy must be continued or tail coverage provided for two years after completion of the project.

4. **WAIVER OF SUBROGATION:** In the event of loss, damage or injury to the awarded bidder(s) and/or the awarded bidder's property, the awarded bidder(s) shall look solely to any insurance in its favor without making any claim against the School Board of Palm Beach County. The awarded bidder(s) hereby waives any right of subrogation against the School Board of Palm Beach County, for loss, damage or injury within the scope of the Performer's insurance, and on behalf of itself and its insurer, waives all such claims against the School Board of Palm Beach County.

   NOTE: The terms and conditions of this agreement shall apply with respect to awarded bidder's operations for any school or ancillary owned by the School Board of Palm Beach County.

T. **PAYMENT / PAYMENT TERMS:** Payment will be made after the goods/services from the awarded vendor have been received/completed; inspected and found to comply with award specifications, free of damage or defect; and a properly billed invoice is received and processed in the Accounting Services Department.

The District's payment terms are net 30 days; however, the District will accept terms for early payment. See **Early Payment Terms Document.**

Payment will not be processed until the following occurs:

1. The complete and satisfactory receipt of all items ordered. All pricing in accordance with the bid.
2. The receipt of a properly billed invoice in the Accounting Services Department.

Invoices to the School Board MUST include the following to permit verification of prices and expedite payment to vendors:

1. Name and Address of Vendor
2. A Unique Invoice Number
3. Date of Services
4. Itemized Pricing
5. Purchase Order Number
6. A copy of the first invoice for this contract shall be sent to the Purchasing Agent for review at dennis.messerli@palmbeachschools.org.

Invoice copy and/or packing slip must be presented at time of delivery. Original Invoice must be sent to Accounting Services, 3300 Forest Hill Blvd., Suite A-323, West Palm Beach, FL 33406, or submitted electronically.

To submit an invoice as an email attachment, ensure that the electronic document meets the guidelines below and email the invoice to **apinvoice@palmbeachschools.org**.

Electronic Invoice Submission Guidelines:

a. Submit industry standard PDF's, created at a 300-dpi bi-tonal equivalent (either image or text only content) or bi-tonal or grey scale TIF's.

b. Each invoice must be its own file attachment. Multiple invoices in a single email is supported, but each invoice must be a separate file attachment

If you are interested in learning more about submitting invoices via email, please contact Bob Rucinski at bob.rucinski@palmbeachschools.org, or call him at (561) 434-8701.

Failure to timely submit invoices(s) to Accounting Services as set forth above may significantly delay processing and payment of the invoice.
The School Board may not process invoices submitted more than 120 Days after the date the goods or services were delivered without prior approval from the Accounting Services Department.

Vendor waives claims for payment of goods and/or services on invoice(s) not received by the Accounting Services Department within 120 Days of the delivery. Prior approval by Accounting Services is required if invoicing will extend past 120 days.

The above terms and conditions are agreed to by submitting an offer on this bid.

U. INCORRECT PRICING/INVOICES: Any pricing on invoices that is incorrect or freight charges that were not included on the original Purchase Order, must be brought to the attention of the Purchasing Agent and corrected prior to the shipment(s) of goods or initiation of services. Additional costs that were not brought to the District's attention and did not receive written approval via a Change Order issued by the Purchasing Agent may not be honored.

V. CHANGE ORDERS: Any addition(s) to the Scope of Work or to a Purchase Order as a result of the bid award that adds additional costs must be brought to the School Districts attention and approved by the Purchasing Department prior to commencement of additional work, shipment of goods or the addition of unauthorized freight charges. Once approved, a Change Order will be issued to include the additional costs and work may commence and/or shipment of goods can begin. Additional costs that were not brought to the district's attention and did not result in a Change Order approved by the Purchasing Agent may not be honored.

W. DISTRICT PURCHASING CARD: The School District has authorized the use of a Purchasing Card with Visa through the Bank of America to expedite small dollar purchases for materials, supplies, and other items needed for daily operations. Vendors may be presented these credit cards by authorized School District personnel for the above mentioned purchases. Each cardholder's authorization limit may not exceed $1,000 daily per vendor effective July 1, 2006 (with the exception of travel). Purchase orders are strongly discouraged for purchasing materials, and supplies under $1,000.

X. **CONFLICT OF INTEREST:** All responders must disclose the name of any officer, director, or agent who is also an employee of the District. All responders must disclose the name of any District employee who owns, directly or indirectly, any interest in the responder' business or any of its branches. Indicate with either a statement of Conflict of Interest or Non Conflict of Interest and submit with your proposal.

Y. **ORGANIZATION PROFILE**: Provide the Corporate Name and Parent Company (if applicable) and address of corporate headquarters. Provide the names, titles, addresses, email and telephone numbers of the persons authorized to answer any questions related to Company's proposal. The Organization Profile should also include information such as number of years in the business, number of locations, location of facilities, company vision statement and a succinct history of the company. In addition the Beneficial Interest and Disclosure of Ownership Affidavit (PBSD Form 1997) must be completed, signed, notarized and returned with your bid.

Z. **COMPANY FINANCIALS**: Vendors must provide financial statements giving the District enough information to determine financial stability. These statements may include, but are not limited to:

a. Balance Sheet or Annual Report for the last three (3) years;
b. Three (3) years of income statements and related earnings;
c. Statement of Changes in financial position;
d. Letter from the proposer banking institution i.e. Statement from certified public accounting firm.

AA. **SCOPE OF SERVICES**: Awarded contractor shall include, but not be limited to, at their expense, all facilities, materials, disposal, labor, tools, transportation, technical expertise, supervision, licensing, equipment and safety devices required to perform Preventive Maintenance and Minor Repair Services at any SDPBC facility located within the District.

1. These specifications establish the minimum requirements.
2. Disposal of refuse shall be in accordance with all EPA requirements
3. All products and services shall comply with District Design Standards and District Master Specifications.
   https://www.palmbeachschools.org/buildingdeptment/wp-content/uploads/sites/14/2015/11/2012MechanicalDC.pdf

   https://www.palmbeachschools.org/buildingdepartment/dms2013pdf/

BB. **CONTRACTOR RESPONSIBITIES:** Awarded contractor shall:

1. See that every employee on the Contractor's work force is provided an Identification Badge and/or company logoed uniform or shirt which shall be worn while on School District of Palm Beach County's property. It shall be Contractor's responsibility to inform the Maintenance and Plant Operations District Representative(s) of all new employees or changes in employees promptly at time of employment.
2. Prohibit his employees from disturbing papers on desks, opening desk drawers or cabinets, or using telephone or office equipment provided for official use.
3. Strictly prohibit interaction between their employees and the student and employee population.
4. Adhere to security standards as established by the District.

5. All services shall be performed with emphasis on safe procedures and with due regard to safety, comfort, and convenience. It is the responsibility of the Contractor's to insure that their employees and/or subcontractors read the safety literature supplied to them by The School Board of Palm Beach County. These requirements must be adhered to at all times and conform to all OSHA, Federal, State, and Local codes.
6. Contractor shall conform to all Federal, State and County regulations during the performance of the contract. Any fines levied due to inadequacies or failure to comply with any and all requirements shall be the sole responsibility of the Contractor. Any person found not in conformance with any laws, statutes, rules or regulations will not be allowed on the job site. Continued violations by the Contractor shall constitute cause for immediate termination of the contract.
7. Contractor shall provide sufficient service vehicles and technicians, to be available to perform work at various Palm Beach County facilities.
8. All personnel of the Contractor are required to sign in and out at each school site or District Facility on a daily basis when servicing that location.
9. Contractor should be aware that some of the sites will require lifts to facilitate the change of filters on the second floor.
10. If an 'A' key (master) is checked out and lost, the Contractor will be responsible for the cost of a rekey charge (based on type of school.) This includes the service plus set of keys, and subject to each occurrence. Elementary - $25,000, Middle/Intermediate - $75,000 and High School- $100,000.

CC. SCHEDULE/TIMELINE:

1. Preventive Maintenance of Air Handler Units, Exhaust/Supply Fans, and Vertical Wall-mount and Free-Standing Units of approximately one hundred eighty-seven (187) Schools and District Facilities must begin no later than fifteen days after start of contract term.
2. Contractor will make every effort to complete its assigned tasks without disruption to employees or school and department operations. All work will be considered straight time for routine services specified herein.
3. Normal working hours are 7:00 a.m. to 5:00 p.m. Monday through Friday.

DD. REPORTS/LIBRARY: The following reports/library are required as part of this contract:

1. Personnel Manning Report – provided to the Maintenance and Plant Operations Mechanical Department with the names of the Project Manager, Alternate Project Manager, and key personnel assigned to this contract.
2. Service Log shall be kept at each facility. Service Log shall, at a minimum, state date, time, and description of services.
3. Belt Library – awarded vendor shall maintain a belt library for the AHU, Exhaust Fans, Supply Fans, Vertical Wall-mount and Free-Standing Units. An updated file shall be submitted at the end of each contract year to the Purchasing Agent and Maintenance and Plant Operations Mechanical Department. Format will be provided by Maintenance and Plant Operations Mechanical Department.

EE. PREVENTIVE MAINTENANCE SPECIFICATIONS: The following specifications set the minimum requirements.

1. Air Handler Units/Package Units/Rooftop Units:
   a. Frequency: Annual

b. Inspect operation of damper blades for full and free movement.
c. Inspect damper actuator motor for proper operation.
d. Inspect damper linkage connections and lubricate as needed.
    i. Must utilize odorless, food grade lubrication.
e. Inspect dampers and ensure they are properly secured and corrosion free.
f. Inspect forced supply outside air makeup system for broken belts or excessive belt wear.
g. Check and inspect VFD (variable frequency drives) for air moving equipment (i.e. Settings and parameters). Clean per manufacturer's specifications when needed.
h. Verify controls close dampers when AHU is shut off
i. Air-handlers with interior exposed lining (insulation) shall not be damaged or sprayed with anything that will deteriorate it or cause damage over time.
j. Clean fixed and movable inlet guide vanes. Lubricate mechanism on guide vanes. Movable guide vanes will be disconnected from their respective damper motor/control device. They will be manually operated and lubricated and reconnected to original hook-up/position.
    i. Must utilize odorless, food grade lubrication
k. Clean Units to original pressure drop across (air side) as specified by manufacturer's recommendation.
l. Once a year, clean coils according to manufacturer's specifications and recommendations.

2. Vertical Wall-mount/Free-standing Units
a. Frequency: Annual
b. Inspect units according to manufacturer's specifications and recommendations.
c. Once a year, clean coils according to manufacturer's specifications and recommendations.

3. Exhaust/Supply Fans
a. Frequency: Annual
b. Replace belt
c. Inspect operation for full and free movement.
    i. Must utilize odorless, food grade lubrication.

4. ALL EQUIPMENT (where applicable):
a. Notice(s) for the various coil cleanings shall be forwarded, two weeks or more in advance of cleaning, so that any scheduling conflicts can be resolved ahead of time or coil cleaning schedule can be reworked.
b. The Contractor warrants to the School Board that all materials and parts furnished under this contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the specifications. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective and shall be replaced at Contractor's expense within twenty-four (24) hours. If required by the School Board, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials used.
c. Belt Change (where applicable): Awarded contractor when performing the preventive maintenance as outlined herein, will be responsible for the supply and installation of various belts for the air handling units, exhaust/supply fans, and vertical wall-mounted and free-standing units.
    i. Frequency: Annual

FF. **MINOR REPAIRS:** Upon completion of the PM of the equipment, if the vendor has determined repairs are required and estimated under $5,000, the awarded contractor will notify the Maintenance and Plant Operations Mechanical Department. An itemized written quote in accordance with the labor rates and material cost plus percentage submitted on the Additional Information Document, (Additional discounted prices will be accepted). If approved, a purchase order will be issued.

GG. **UTILITY CUTOFF:** At no time shall the work performed by the Contractor interfere with or cut off any of the existing services and utilities without the written permission by the Maintenance and Plant Operations Department, except in the event of a bona fide emergency, during which oral authorization will be acceptable. If equipment must be turned "off" to perform the preventive maintenance and repairs, it shall be the Contractor's responsibility to turn the equipment "on" upon completion of filter replacement. Any and all downtime of equipment shall be minimized to every extent possible. Prior notification to the Maintenance and Plant Operations HVAC Department shall be made of any lengthy or extended downtime during occupied times that are anticipated to exceed thirty minutes.

HH. **HAZARDOUS MATERIALS:** Contractor is not to disturb any equipment or building materials other than that necessary for the preventive maintenance and repair services, to include the annual coil cleanings. All cleaning equipment and soaps or cleaning solutions to be used on coils shall be approved by District ECS (Environmental and Conservation Services). All MSDS sheets shall be submitted with Bid for ECS for review.

II. **PRE-BID MEETING:** A Pre-Bid Meeting has been scheduled for September 15, 2016 at 9:00AM EST. Pre-bid meeting will be held in the Fulton Holland Educational Services Center located at 3300 Forest Hill Blvd., West Palm Beach, FL 33406, in the Rear Cafeteria Meeting Room. Attendance at this meeting is highly encouraged but not mandatory. The intent of this meeting is to provide an overview of the intended scope of this bid, outline the expectations. At this meeting, District Staff will answer to the best of their ability, all questions asked. However, the binding final response will be posted as addendum on DemandStar.

BID PREPARATION CHECKLIST: The Bid Preparation Checklist is a guide to assist the Bidder in verifying the completeness of their Bid. The Bid Preparation Checklist does not relieve the Bidder of the responsibility of ensuring that all requirements of this solicitation are included with submittal of their response. Items checked "required" must be submitted with your bid response or your bid may be declared non responsive.

Verified by Vendor	Required	Document	See Special Condition
	Yes	Bidder Acknowledgement	N/A
	Yes	Bid Summary Document	G
	Yes	Certificates/License	J
	Yes	Beneficial Interest and Disclosure of Ownership Affidavit	D
	Yes	Proposer's Statement of Principal Place of Business	E
	Yes	Debarment Certification	C
	Yes	Reference Document	I
	Yes	Early Payment	T
	Yes (if applicable)	Form 1525, Letter of Intent – M/WBE Subcontractor Participation	F/P
	Yes (if applicable)	Form 1526, M/WBE Subcontractor Participation Summary	F/P
	Yes	Form 0580, Drug-Free Workplace Certification	C
	Yes	Organizational Profile	Y
	Yes	Company Financials	Z
	Yes	Conflict of Interest/Non Conflict of Interest Statement	X

INSTRUCTIONS TO BIDDERS

The General Conditions for Bids, Instructions to Bidders, Special Conditions, Specifications, Addenda, and/or any other pertinent documents form a part of the Invitation to Bid, and by reference are made a part thereof.

1. **PURPOSE:** It is the purpose and intent of this invitation to secure bids for item(s) and/or services as listed herein for The School Board of Palm Beach County, Florida (hereinafter referred to as the "Board"), the corporate body politic that governs, operates, controls, and supervises the School District of Palm Beach County, Florida (hereinafter referred to as "District").

2. **ANTI-COLLUSION:** By electronically submitting a bid, the bidder certifies that it has not divulged, discussed or compared its bid with other bidders and has not colluded with any other bidder or parties to a bid whatsoever. No premiums, rebates or gratuities are permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of materials (as applicable) and the removal of the bidder from all bid lists for the School Board of Palm Beach County, Florida.

3. **ANTI-DISCRIMINATION:**
   a. The bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable.
   b. The bidder shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers. Bidder shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace, such as those specified in the Palm Beach County School Board Policy 6.143. Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, debarment, or other sanctions.

4. **BIDS:** Bids will be received electronically through a secure mailbox at Demandstar.com until the date and time as indicated in this bid document. Bids will be opened publicly at the School District of Palm Beach County, Purchasing Department, 3300 Forest Hill Boulevard, Suite A-323, West Palm Beach, FL 33406-5813, and all bidders and general public are invited to attend. It is the sole responsibility of the bidder to ensure its bid reaches Demandstar on or before the closing date and hour as indicated in this bid document.

5. **CONTRACT:** The submission of your bid constitutes a firm offer by the bidder. Upon acceptance by the Board, the Purchasing Department will issue a notice of award and purchase order(s) for any supplies, equipment and/or services as a result of this bid. The Invitation to Bid and the corresponding purchase order(s) will constitute the complete agreement between the successful bidder and the Board. Unless otherwise stipulated in

the bid documents or agreed to in writing by both parties, no other contract documents shall be issued or accepted.

6. **WITHDRAWAL:** When a bidder wishes to withdraw a bid, a written request shall be submitted to the Director of Purchasing and the request will be reviewed for consideration. In no case shall a bidder be granted a release from a bid more than one time in a two-year period. A bidder may not withdraw a bid after the final call for bids at a designated time of opening.

7. **DEFAULT:** In case of default by the bidder, the Board may procure the articles or services from other sources and hold the bidder responsible for any excess costs incurred thereby.

8. **FUNDING OUT/ CANCELLATION OR TERMINATION WITH OR WITHOUT CAUSE:**

A. With Cause: In the event any of the provisions of the Contract are violated by the bidder, the Superintendent or designee shall give written notice to the bidder stating the deficiencies and unless the deficiencies are corrected within ten days, recommendation will be made to the Board or its designee for immediate cancellation. Upon cancellation hereunder the Board may pursue any and all legal remedies as provided herein and by law. In the event that it is subsequently determined that a cancellation under this paragraph was incorrect, the termination shall be converted to a termination for convenience pursuant to the next paragraph.

B. Without Cause: The Board or its designee reserves the right to terminate any contract resulting from this Invitation to Bid at any time and for no reason whatsoever, upon giving 30 days prior written notice to the bidder. If the Contract should be terminated for convenience as provided herein, the Board shall be relieved of all obligations under said Contract. The Board or its designee shall only be required to pay to the successful bidder that amount of the Contract actually performed to the date of termination.

C. Funding Out: Florida School Laws prohibit the Board or its designee from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the contracts.

It is necessary that fiscal funding out provisions be included in all bids in which the terms are for periods of longer than one year.

Therefore, the following funding out provisions are an integral part of this Invitation to Bid and must be agreed to by all bidders:

The Board or its designee may, during the contract period, terminate or discontinue the items covered in this bid for lack of appropriated funds upon the same terms and conditions.

Such prior written notice will state:

1. That the lack of appropriated funds is the reason for termination, and
2. Board agrees not to replace the equipment or services being terminated with equipment and services with functions similar to those performed by

the equipment covered in this bid from another vendor in the succeeding funding period.

"This written notification will thereafter release the School Board of Palm Beach County, Florida of all further obligations in any way related to such equipment covered herein".

9. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail/Federal Express/United Parcel Service or other traceable method, postage prepaid, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain such until it is 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 notice:

To School Board: Director of Purchasing Department
The School District of Palm Beach County
3300 Forest Hill Blvd., Suite A323
West Palm Beach, FL 33406

With a copy to: Inspector General
The School District of Palm Beach County
3300 Forest Hill Blvd., Suite C306
West Palm Beach, FL 33406

To Contractor:

10. **BIDDERS RESPONSIBILITY:** Before submitting its bid, each bidder is required to carefully examine the Invitation to Bid delivery schedule, bid prices and extensions, insurance requirements, licensing requirements, bid closing date and time and to completely familiarize itself with all of the terms and conditions that are contained within the Invitation to Bid. Failure to do so on the part of the bidder will in no way relieve it of any of the obligations and responsibilities which are a part of the Invitation to Bid.

Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of award by the Board or time stated in special conditions.

11. **AWARDS:** In the best interest of the District, the Purchasing Department reserves the right to reject any and all bids and to waive any minor irregularity in bids received; to accept any item or group of items unless qualified by bidder; to acquire additional quantities at prices quoted on the Invitation to Bid unless additional quantities are not acceptable, in which case the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY". All awards made as a result of this bid shall conform to applicable Florida Statutes.

12. **THE JESSICA LUNSFORD ACT:** All awarded bidders who are permitted access on school grounds when students are present, who may have direct contact with any student of the District, or who may have access to or control of school funds must be fingerprinted and background checked. Awarded bidder agrees to undergo a background check and fingerprinting if he/she is an individual who meets any of the above conditions and to require that all individuals in the organization who meet any of the conditions to submit to a

Level 2 FDLE background check and FBI screening, including fingerprinting by the School District's Police Department, at the sole cost of Awarded bidder. The report of the results will be immediately transmitted to the School District's Police Department, which shall be the sole determiner of clearance. Awarded bidder shall not begin providing services contemplated by the Invitation to Bid until Awarded bidder receives notice of clearance by the School District and is issued School District badges. Compliance requiring all awarded bidders to register as a visitor before entering school property and proper display of School District badges will be strictly enforced. Neither the Board, nor its members, officers, employees, or agents, shall be liable under any legal theory for any kind of claim whatsoever for the rejection of Awarded bidder (or discontinuation of Awarded bidder's services) on the basis of these compliance obligations. Awarded bidder agrees that neither the Awarded bidder, nor any employee, agent or representative of the Awarded bidder who has been convicted or who is currently under investigation for a crime delineated in section 435.04, Florida Statutes, will be employed in the performance of the contract.

13. **DISQUALIFYING CRIMES:** The bidder certifies by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by the State of Florida or Federal Government. Further, bidder certifies that it has divulged, in its bid response, information regarding any of these actions or proposed actions with other governmental agencies.

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

    The bidder(s) certifies by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department/agency.

    The awarded bidder or any subcontractor shall not employ any persons with multiple felonies and / or crimes against children. The awarded bidder must provide documented proof of efforts to comply with this requirement. The Owner may declare any non-compliance or lack of diligent effort by the awarded bidder to comply as a breach of contract and immediately terminate the services of the awarded bidder.

14. **ADVERTISING:** In submitting a bid, bidder agrees not to use the results therefrom as a part of any commercial advertising without prior approval of the District.

15. **LOBBYING:** Bidders are hereby advised that they are not to lobby with any district personnel or board members related to or involved with this bid until the administration's recommendation for award has been posted at Demandstar.com, and at the Fulton Holland Educational Services Center, Purchasing Department area. All oral or written inquiries must be directed through the Purchasing Department.

Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a board member or district personnel after advertisement and prior to the posted recommendation on the award of the Contract.

Any bidder or any individuals that lobby on behalf of bidder during the time specified will result in rejection / disqualification of said bid.

16. **DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the Board shall be final and binding on both parties.

17. **LEGAL REQUIREMENTS:** Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Specifically, bidder(s) is to adhere to School Board Policies 3.12 and 3.13, pursuant to the following, with respect to any criminal arrests and convictions, and is on notice thereto that any employees involved in any Chapter 435, Florida Statutes offenses are precluded from continuing to work on the project and must be replaced. Failure to comply may result in the immediate termination of the awarded bidder's contract at the sole discretion of the District. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

18. **TAXES:** The School District of Palm Beach County, is exempt from any taxes imposed by the State and/or Federal Government. State Sales Tax Exemption Certificate No. 85-8013897253C-1 and Federal Excise Tax No. 59-600783 appears on each purchase order. This exemption does not apply to purchase of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvements of School District-owned real property as defined in Chapter 192, Florida Statutes.

19. **ASSIGNMENT:** The successful bidder shall not sub-contract, assign, transfer, convey, sublet, or otherwise dispose of the contract, or of any or all of its rights, title, or interest therein, or its power to execute such contract to any person, firm, or corporation without prior written consent of the Board.

20. **SUBCONTRACTING:** If an awarded bidder intends to subcontract any portion of the Contract for any reason, the name and address of the subcontracting firm must be submitted along with the bidder's bid or prior to use for approval. No subcontracting will take place prior to bid-awarded bidder furnishing this information and receiving written approval from the District.

    The Purchasing Department reserves the right to reject a subcontractor who previously failed in the proper performance of a contract or failed to deliver on-time contracts of a similar nature, or who, the District has determined in its sole discretion, is not in the position to perform the contract due to the subcontractor's size, experience, or resources. The District reserves the right to inspect all facilities of any subcontractor in order to make determination as to the foregoing. The subcontractor will be equally responsible for meeting all requirements specified in the Invitation to Bid.

21. **DEBARMENT:** The Board shall have the authority to debar a person / corporation for cause for consideration or award of future contracts. The debarment shall be for a period commensurate with the seriousness of the causes, generally not to exceed three (3) years. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.

22. **REQUIREMENTS FOR PERSONNEL ENTERING DISTRICT PROPERTY:** Possession of firearms will not be tolerated in or near school buildings; nor will violations of Federal and State laws and any applicable Board policy regarding Drug Free Workplace be tolerated. Violations will be subject to the immediate termination provision heretofore stated in Paragraph 16, Legal Requirements.

"Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.

No person who has a firearm in their vehicle may park their vehicle on District property. Furthermore, no person may possess or bring a firearm on District property.

If any employee of an independent contractor or sub-contractor is found to have brought a firearm on District property, said employee must be terminated from the Board project by the independent contractor or sub-contractor. If the sub-contractor fails to terminate said employee, the sub-contractor's agreement with the independent contractor for the Board project shall be terminated. If the independent contractor fails to terminate said employee or fails to terminate the agreement with the sub-contractor who fails to terminate said employee, the independent contractor's agreement with the Board shall be terminated.

Bidders are advised that they are responsible to ensure that no employee, agent or representative of their company who has been convicted or who is currently under investigation for a crime against children in accordance with section 435.04, Florida Statutes, will enter onto any school site.

23. **PRODUCT RECALL**: In the event the awarded awarded bidder receives notice that a product delivered by the awarded bidder to the District has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption by a packer, processor, subcontractor, retailer, manufacturer, or by any State or Federal regulatory agency, the awarded bidder shall notify the District's Bid Purchasing Agent within two business days of receiving such notice. The District's acceptance or failure to reject the affected product as non-conforming shall not in any way impact, negate, or diminish the awarded bidder's duty to notify the District's Purchasing Agent that the affected product has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption. The form and content of such notice to the District shall include the name and description of the affected product; the approximate date the affected product was delivered to the District; the bid number; and relevant information relating to the proper handling of the affected product and/or proper disposition of the affected product by the District, if necessary to protect the health, welfare, and safety of District students or employees; and any health hazards known to the awarded bidder which may be caused or created by the affected product. The awarded bidder shall, at the option of the Purchasing Department and/or Purchasing Agent, either reimburse the purchase price or provide an equivalent replacement product at no additional cost to the District. Unless it was absolutely necessary for the District to dispose of the affected product, the awarded bidder shall be responsible for removal and/or replacement of the affected product within a reasonable time, as determined by the District, without causing significant inconvenience to the District.

At the option of the District, the awarded vendor may be required to reimburse storage and/or handling fees to be calculated from time of delivery and acceptance to actual removal or disposal. The awarded vendor will bear all costs associated with the removal and proper disposal of the affected product. The failure to reimburse the purchase price and storage and/or handling fees or to remove and/or replace the affected product with an equivalent replacement within a reasonable time without significant inconvenience to the District will be considered a default.

GENERAL CONDITIONS FOR BIDS

1. **USE OF OTHER CONTRACTS:** The District reserves the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, any other school board, any other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012(6) in lieu of any offer received or award made as a result of this bid, if it is in the best interest to do so. The District also reserves the right to separately bid any single order or to purchase any item on this bid if it is in its best interest to do so.

2. **JOINT-BIDDING, COOPERATIVE PURCHASING AGREEMENT:** All bidders submitting a response to this Invitation to Bid agree that such response also constitutes a bid to all State Agencies and Political Subdivisions of the State of Florida under the same conditions, for the same prices and for the same effective period as this bid, should the bidder(s) deem it in the best interest of their business to do so.

   This agreement in no way restricts or interferes with any state agency or political subdivision of the State of Florida to rebid any or all items.

3. **FAILURE TO DELIVER:** Failure to deliver as specified and at bid price will authorize the Board to purchase these items or services from other sources and hold the bidder responsible for any excess costs incurred thereby. Further, the Purchasing Department may recommend to the School Board that the vendor failing to deliver as specified be removed as a future bidder on all bids for a period of up to three years.

4. **MANDATORY NONDISCRIMINATION CLAUSE:** The Bidder shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers. The Bidder shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace, such as those specified in the Palm Beach County School Board Policy 6.143. The Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, debarment, or other sanctions.

5. **CONTRACTOR BID REQUIREMENTS:** As part of its bid, bidder shall provide to the District a list of all instances within the past ten years where a complaint was filed or pending against bidder in a legal or administrative proceeding alleging that bidder discriminated on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age, or disability against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of each such complaint, including any remedial action taken.

6. **CONTRACT DISCLOSURE:** Upon the District's request, and upon the filing of a complaint against awarded bidder pursuant to Palm Beach County School Board Policy 6.144, awarded bidder agrees to provide the District, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that bidder has used in the past five years on any of its contracts that were undertaken within the District relevant geographic market as defined in Palm Beach County School Board Policy 6.143, including the total dollar amount paid by bidder for each subcontract or supply contract. Awarded bidder agrees to fully cooperate in any investigation conducted by the District pursuant to this Policy. Bidder

understands and agrees that violation of this clause is a material breach of the Contract and may result in contract termination, debarment, and other sanctions.

7. **INDEMNIFICATION AND HOLD HARMLESS:** Contractor shall, in addition to any other obligation to indemnify the School Board and to the fullest extent permitted by law, protect, defend, indemnify, and hold harmless the School Board, its agents, officers, elected officials, and employees from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual:

   A. bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual act or omission of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; or
   B. violation of law, statute, ordinance, governmental administration order, rule or regulation by Contractor in the performance of the work; or
   C. liens, claims or actions made by the Contractor or any subcontractor or other party performing the work; or
   D. claims by third parties (including, but not limited to, Contractor's employees or subcontractors) based upon an alleged breach by Contractor of any agreement with such third party (e.g., an employment agreement or licensing agreement), or allegation that Contractor's provision of services to the School Board pursuant to the Contract infringes upon or misappropriates a patent, copyright, trademark, trade secret, or other proprietary right of the third party.

   The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation, or benefits payable by or for the Contractor of any subcontractor under workers' compensation acts, disability benefit acts, other employee benefit acts, or any statutory bar. Such indemnification shall cease at such time the contract would not be renewed.

   School Board acknowledges the waiver of sovereign immunity for liability in tort contained in Section 768.28, Florida Statutes, and acknowledges that such statute permits actions at law to recover damages in tort for monetary damages up to the limits set forth in such statute for death, personal injury or damage caused by the negligent or wrongful acts or omissions of a School Board employee acting within the scope of the employee's office or employment. The School Board agrees to be responsible for all such claims and damages, to the extent and limits provided in Section 768.28, Florida Statutes, arising from the actions of their respective employees. Each party acknowledges and it is expressly understood that the foregoing shall not constitute: (i) an agreement by the School Board to indemnify the School; (ii) a waiver of sovereign immunity by the School Board; (iii) a waiver of any right or defense that the School Board has under Section 768.28, Florida Statute, or any other statute; nor (iv) as consent to be sued by third parties.

   Awarded bidder recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant for good and valuable consideration provided by the School Board in support of this indemnification in accordance with the laws of the State of Florida. This article will survive the termination of this Contract.

8. **BRAND NAMES:** Use of a brand name, trade name, make, model, manufacturer, or vendor catalog number in specifications is for the purpose of establishing a grade or quality of material only. It is not the District's intent to rule out other competition, therefore, the phrase

OR ACCEPTABLE EQUAL is added. However, if a product other than that specified is bid, it is the vendor's responsibility to submit with the bid brochures, samples and/or detailed specifications on items bid. The District shall be the sole judge concerning the merits of bid submitted.

Bidder shall indicate on the bid form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specific COPYRIGHTS OR PATENT RIGHTS: Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this bid. Seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by any such violation.

9. **MANUFACTURER'S CERTIFICATION:** The District reserves the right to request from bidders separate manufacturer certification of all statements made in the response to Invitation to Bid.

10. **OCCUPATIONAL HEALTH AND SAFETY:** Bidder, as a result of award of the bid, delivering any toxic substances item as defined in Code of Federal Regulation Chapter 29, shall furnish to the Purchasing Department, a Material Safety Data Sheet (MSDS). The material safety data sheet shall be provided with initial shipment and shall be revised on a timely basis as appropriate.

The MSDS must include the following information:

A. The chemical name and the common name of the toxic substance.
B. The hazards or other risks in the use of the toxic substance, including:
   (1) The potential for fire, explosion, corrosively and reactivity;
   (2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
   (3) The primary routes of entry and symptoms of overexposure.
C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances including appropriate emergency treatment in case of overexposure.
D. The emergency procedure for spills, fire, disposal and first aid.
E. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

Any questions regarding this requirement should be directed to: Department of Labor and Employment Security, Bureau of Industrial Safety and Health, Toxic Waste Information Center, 2551 Executive Center Circle West, Tallahassee, FL 32301-5014, Telephone 1-800-367-4378.

11. **OSHA:** The bidder warrants that the product/services supplied to the School District of Palm Beach County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.

12. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extend total. Prices must be stated in units of quantity specified in bid specifications. In

case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices FOB destination, freight prepaid (unless otherwise stated in special conditions). Discounts for prompt payment: Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of bid(s). If a bidder offers a discount, it is understood that a minimum of 30 days will be required for payment, and the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.

13. **CONDITIONS AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of the bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

14. **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be UL listed or re-examination testing where such has been established by UL for the items offered and furnished.

15. **DELIVERY:** Unless actual date of delivery is specified, show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (See Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays unless otherwise specified on the purchase order.

16. **QUALITY:** The items bid must be new and equal to or exceed specifications. The manufacturer's standard guarantee shall apply. During the guarantee period the successful bidder must repair and/or replace the unit without cost to the District with the understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such repairs and/or replacements immediately upon receiving notice from the District.

17. **SAMPLES, DEMONSTRATIONS AND TESTING:**

    A. Samples of items, when required, must be furnished free of expense and if not destroyed, will upon request, be returned at the bidder's expense. Request for the return of the samples must be indicated on his or her bid. Each individual sample must be labeled with bidder's name, bid number and item number. Failure of bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Purchasing Department, School District of Palm Beach County.

    B. When required, the District may request full demonstrations of any units bid prior to the award of any contract.

    C. Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services, or an independent testing laboratory. Bidders shall assume full responsibility for payment for any and all charges for testing and analysis of any materials offered or delivered that do not conform to the minimum required specifications. Bidder's disposition of all items delivered in this category must be at no expense to the District.

18. **INSPECTION AND ACCEPTANCE OF GOODS:** The awarded bidder shall be responsible for delivery of items in good condition at point destination. Bidder shall file with the carrier all

claims for breakage, imperfections, and other losses, which will be deducted from invoices. The District will note, for the benefit of successful bidder, when packages are not received in good condition. In the event the material and/or services supplied to the District is found to be defective or does not conform to specifications, the District reserves the right to cancel the order upon written notice to the seller and return the product **to seller at the seller's expense**.

19. **LIABILITY, INSURANCE, LICENSES, AND PERMITS:** Where bidders are required to enter or go onto District property to deliver materials or perform work or services as a result of bid award, the bidder will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. Bidder shall be liable for any damage or loss to the District incurred by bidder, bidder's employees, licensees of the bidder or agent or any person the bidder has designated in completion of his or her contract as a result of the bid; further bidder shall be liable for all activities of bidder occasioned by performance of the Contract. Not withstanding the foregoing, the liability herein shall be limited to ten million dollars ($10,000,000) and the bidder recognizes that and covenants that it has received consideration for indemnification provided herein.

20. **SPECIFICATIONS:** Any omissions of detail specifications stated herein that would render the materials/service from use as specified will not relieve the bidder from responsibility.

21. **BID BONDS AND PERFORMANCE BONDS:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds will be returned to unsuccessful bidders. After award of contract, the District will notify the successful bidder to submit a performance bond in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the successful bidder.

22. **QUANTITIES:** The quantities shown are estimates of the quantity of items expected to be purchased during the term of award. Actual quantities purchased may often exceed or be less than quantities shown. Orders will be placed as needed by individual locations during the contract period. The bidder agrees that the price(s) offered shall be maintained irrespective of the quantity actually purchased.

23. **ORDERING PROCEDURE:**

Specific Items: After approval of Contract award by the Board, a letter of contract acceptance will be issued to each successful bidder acknowledging which goods or services have been awarded. Separate purchase orders will be issued based on specific items at firm, fixed prices listed in the bid.

Percent Discount Catalog Bids: Separate purchase orders will be issued with pricing based on catalog and/or price lists.

No item may be shipped or service performed that is not listed on the purchase order.

24. **POSTING OF BID AND SPECIFICATIONS:** Invitation to Bid with specifications will be posted for review by interested parties at Demandstar.com and at the Fulton Holland Educational Services Center, Purchasing Department, 3300 Forest Hill Boulevard, Third Floor, A-Wing Suite A-323, West Palm Beach, FL 33406, on the date of bid electronic mailing and will remain posted for a period of 72 hours. Failure to file a specification protest within the time prescribed in section 120.57(3), Florida Statutes, will constitute a waiver of proceedings under Chapter 120, Florida Statutes, and applicable Board rules, regulations and policies.

25. **BID PROTEST:** If a bidder wishes to protest a bid, they must do so in strict accordance with the procedures outlined in section 120.57(3), Florida Statutes, the Invitation to Bid, and School Board Policy 6.14.

    Any person who files an action protesting bid specifications, a decision or intended decision pertaining to this bid pursuant to section 120.57(3)(b), Florida Statutes shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida payable to The School Board of Palm Beach County, Florida in an amount equal to one percent (1%) of the total estimated contract value, but not less than $500.00 nor more than $5,000.00. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned.

26. **TIE BID:** According to FS 287.087, tie bid preference shall be awarded to vendors with Drug Free Work Place programs. Whenever two or more are equal with regard to price, quality, and service, a bid received from a business that certifies that it has implemented a Drug Free Work Place program shall be given preference in the award process. In the event both vendors have a Drug Free Work Place preference shall be awarded to the vendor who is certified in the following order: as a M/WBE certified with the School District, as a SBE certified with the School District. If both vendors meet all three requirements, according to standard purchasing practice, the Director or Manager of Purchasing will flip a coin to break the tie. Vendor's company name closest to the letter "A" will always be assigned heads in the coin toss. In the event of a 3-way (or more) tie, the vendor’s company name will be chosen in a drawing.

27. **INTERPRETATIONS:** Neither DemandStar nor any employee of the District is authorized to interpret any portion of the Invitation to Bid or give information as to the requirements of the bid in addition to that contained in the written bid document. Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to bidders by written addendum.

28. **SPECIAL CONDITIONS:** If any conflict exists between any of the Special Conditions and/or the Specifications and either the General Conditions for Bids or the Instructions to Bidders, the Special Conditions and/or Specifications shall govern.

SCHOOL DISTRICT OF PALM BEACH COUNTY
PURCHASING DEPARTMENT

Date: September 21, 2016

ADDENDUM NO.: 1

INVITATION TO BID NO.: 17C-17T

TITLE: **Term Contract for Preventive Maintenance and Minor Repairs**

RETURN DATE: September 29, 2016, 2:00 P.M. EST

The following questions were received and are answered:

Q1: Does the School District of Palm Beach County have a complete list of the belts and tonages of the units for this bid?

A1: The School District of Palm Beach County does not have a completed list; therefore we are using the hypothetical sites which are similar to what is at the sites.

Q2: Will the Bid Summary be revised to take into account the exhaust or supply fans that are on sloped roofs requiring additional staffing for safety reasons?

A2: Yes. See 17C-17T Bid Summary – Revised 9-20-16. This replaces any previous Bid Summary documents.

Q3: Can the coils be cleaned during normal hours?

A3: Yes; if the unit is off-line for no more than 30 minutes. In addition, vendor shall verify there are no activities in process such as student testing, which might be impacted.

This addendum is for information only and need not be returned with your Bid.

Karen Adducci

Karen Adducci, Purchasing Agent
(for Dennis Messerli)

Genell M. M

Genell McMann, Purchasing Manager

Posting of Conditions/Specifications
This Addendum will be posted for review by interested parties, at DemandStar.com on the date of the Addendum electronic mailing and will remain posted for a period of 72 hours. Failure to file a protest on any changes to the specifications contained in the Addendum within the time prescribed in section 120.57 (3) Florida Statutes, will constitute a waiver of proceedings under Chapter 120 Florida Statutes, and applicable School Board rules, regulations and policies.

Any person who files an action protesting the specifications contained in this Addendum, pursuant to Section 120.57(3)(b), Florida Statutes shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured

by an acceptable surety company in Florida payable to the School Board of Palm Beach County in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than $500 nor more than $5,000. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the Board prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned.

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 12/18/2018

REQUESTED ACTION BY COMMISSION: Authorize the purchase of replacement vehicles as approved in the fiscal year 2018-19 budget in the estimated amount of $186,590 by utilizing the following contracts: Florida Sheriff's Association Contract #FSA18-VEL26.0, #FSA18-VEH16.0, and Sourcewell for three (3) replacement vehicles. The Florida Sheriff's Association and Sourcewell procurement process satisfies the City's competitive bid requirements.

EXPLANATION OF REQUEST:
The Fleet Administrator recommends the annual purchase of three (3) replacement vehicles for Police, Fire/Rescue, and Public Works/Parks as approved in the fiscal year 2018-19 budget. Attached is a spreadsheet indicating vendor, number of units ordered, user department, bid/contract information and cost.

Florida Sheriff's Association Contract #FSA18-VEH16.0, #FSA18-VEL26.0, and Sourcewell Contract (Effective October 1, 2018– September 30, 2019)

The Fleet Maintenance Division intends to award the following vendors for purchase as follows (see attached Exhibit 1 for vendor details):

1. Texas Trailer for one (1) trailer for Fire/Rescue in the amount of $4,510.00. This unit utilizes the Florida Sheriff's Contract #FSA18-VEH16.0.

2. Bruce Rossmeyer's Harley Davidson for one (1) Police Motorcycle for Police in the amount of $23,325.00. This unit utilizes the Florida Sheriff's Contract #FSA18-VEH26.0.

3. Altec Industries, Inc. for one (1) 60' Bucket Truck for Public Works/Parks in the amount of $158,755.00. This unit utilizes the Sourcewell/NJPA Contract #012418-ALT.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
These three (3) replacement vehicles will be used throughout the City to provide services to our residents.

FISCAL IMPACT: Budgeted
The total amount for these vehicles are included in the approved fiscal year 2018-19 budget under account t 501-2516-519-64-33.

ALTERNATIVES:
By deferring purchases, departmental maintenance cost and equipment downtime would increase and daily operations would be impacted.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

CONTRACTS

VENDOR NAME: Various Vendors - see attached excel list

START DATE:

END DATE:

CONTRACT VALUE:

MINORITY OWNED CONTRACTOR?: No

EXTENSION AVAILABLE?: No

EXTENSION EXPLANATION:

ATTACHMENTS:

Type	Description
Attachment	Vehcile Purchase FY18-19 Dec. 19 2018 - Spreadsheet
Contract	Agenda Attachment - Florida Sheriff's Contract #FSA18-VEL16 for Vehicle listed #1
Contract	Agenda Attachment - Florida Sheriff's Contract #FSA18-VEL26.0 for Vehicle Listed #2
Contract	Agenda Attachment - Sourcewell Contract #012418-ALT for Vehicle Listed #3

Fleet Vehicles Purchased FY2018-19

VENDOR	# UNITS/MODEL	DEPARTMENT	BID/CONTRACT	COST EACH	OPTION COST	TRADE IN	TOTAL
Texas Trailer	(1) 7X14 utility trailer	Fire Rescue	FSA18-VEL16.0, Spec #60	8,390.00	-3,880.00		4,510.00
Bruce Rossmeyer's Harley Davidson	(1) Electraglide Police motorcycle	Police	FSA18-VEL26.0, Spec #1	17,750.00	5,575.00		23,325.00
Altec Industries, Inc	(1) Freightliner w/Altec 60' bucket	Public Works/Parks	Sourcewell #012418-ALT	139,091.00	19,664.00		158,755.00
			Total:	$165,231	$21,359	$0	$186,590

PUBLIC WORKS DEPARTMENT
REQUEST FOR PURCHASE ORDER

Date:	12/06/2018	**Account No.:**	501-2515-591.64-31	**P.O. #:**	
Justification:	FSA Contract specification #60			**Requested By:**	Bill Darty
Department Head Approval:				Circle All that Apply	
Division Head /Supervisor Approval:				**RF**	**Cap. Outlay**
Division Charged:	Fleet Replacement	**Other:**	Fire	**Replacing:** 8801	

Vendor:	Texas trailer	**No.**		**Contact Person:**	Rick Croft
Address:				**Fed ID #:**	
City:		**State:**		**Fax #:**	
Phone:	352-378-4756			**email**	rick@texastrailersfl.com

QTY	PRICE	UNIT	DESCRIPTION	ITEM #	COLOR	SIZE	TOTAL
1	$8,390.00	Each	Utility trailer	60	Black		$8,390.00
1	-$3,880.00	Each	Delete options	Per quote			-$3,880.00
Price Quote			**Vendor Name**				
						TOTAL	$4,510.00

Texas Trailers
www.txtrailers1.com
Gainesville, FL 352-378-4756
5601 NW 13th Street
Gainesville, FL 32653
Office 352-378-4756

Estimate

Date	Estimate #
11/28/2018	6349

Name / Address
City of Boynton Financial Svcs. Dept. PO Box 310 Boynton Beach, FL 33425

Description	Qty	Amount	Total
Quote from Florida Sheriff's Contract #FSA18 - VEH 16.0 Cab and Chassis Trucks and Other Fleet Equipment Specification #60 - Texas Trailers TX85258T - Base Trailer Delivered to the Southern District		8,390.00	8,390.00
Delete FSA Option - Downgrade to Model EQ2010GV - 6'10" x 20' Heavy Duty Equipment Trailer - Tandem Axle Tag Trailer (18' Flat Deck w/ 2' Dove Tail), 10,000# GVWR, (2) 5200# EZ Lube Axles With Electric Brakes On Both Axles, 4' Full Wrap Around A-Frame, 7000# Set Back Drop Leg Tongue Jack, Adjustable Pintle Eye Or 2-5/16" Coupler, 5" Channel Frame, Rub Rail With Stake Pockets and Tie Downs, 3" X 2" Angle Cross Supports On 16" Centers, 5' Adjustable Stand Up Ramps w/ Stands, (4) ST225/75/R15 Radial LRD Tires On 6 Lug Steel Wheels, 2" x 8" PT Pine Deck w/ Galvanized Deck Screws, Protected Wiring, LED Lighting, DOT Conspicuity Package, 7 Way RV Plug, Prepped, primed, and painted with high solids black enamel paint, Spare Tire		-3,280.00	-3,280.00
Delete FSA Option - TXDELLN - Deduct for shorter trailer - priced per linear foot (Reduces Length to 14' - Changes Model # to EQ2014GV)	6	-100.00	-600.00
Substitute 4' standard ramp gate IPO stand up ramps. (No Charge)	1	0.00	0.00

Subtotal	$4,510.00
Sales Tax (6.5%)	$0.00
Total	$4,510.00

Register for the 2019 Winter Sheriffs Conference (https://www.flsheriffs.org/law-enforcement-programs/conferences).

(https://www.facebook.com/floridasheriffsassociation/)

FLORIDA SHERIFFS ASSOCIATION
(https://www.flsheriffs.org/)

Become a Member (https://membership.flsheriffs.org/2017-Membership-LP.html#Choose)

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PURCHASING PROGRAM

« Back to Main Purchasing Page (https://www.flsheriffs.org/law-enforcement-programs/cooperative-purchasing-program)

FSA18-VEH16.0 CAB & CHASSIS TRUCKS AND HEAVY EQUIPMENT

Effective October 1, 2018 – September 30, 2019

The Florida Sheriffs Association first procured the Cab & Chassis and Heavy Equipment Contract in 2003. Since then it has grown to one of the premier large truck and equipment contracts for public works, parks and recreation, educational institutes and many others.

For details of the products available, review the category you are seeking to purchase. Simply select the drop-down arrow and locate the vehicle of choice. The vehicle links will take you to pages that are solely dedicated to the bid award for that commodity. Continue to scroll the bottom of the page and find a link to all the bid supporting bid documents.

ORDERING INSTRUCTIONS (HTTPS://S3.AMAZONAWS.COM/FSA-PURCHASING-2017/ORDERING-INSTRUCTIONS-V10-19-17.PDF)

VENDOR DIRECTORY (/UPLOADS/DOCS/16.0_AWARDED_VENDOR_DIRECTORY_101718.PDF)

FLORIDA SHERIFFS ASSOCIATION
& FLORIDA ASSOCIATION OF COUNTIES

Name of Dealership	Type of Vehicle	Zone	Base Unit Price
8'6 X 25' DECK OVER FLATBED TRAILER- 16,000 LB GVWR (Specification #60)			
Texas Trailers Sales and Service	2019 Big Tex 22PH255	Western	$11,265.00
	2019 Big Tex 22PH255	Western	-- NB --
Texas Trailers Sales and Service	2019 Big Tex 22PH255	Northern	$10,740.00
	2019 Big Tex 22PH255	Northern	-- NB --
Texas Trailers Sales and Service	2019 Big Tex 22PH255	Central	$10,930.00
	2019 Big Tex 22PH255	Central	-- NB --
Texas Trailers Sales and Service	2019 Big Tex 22PH255	Southern	$11,310.00
	2019 Big Tex 22PH255	Southern	-- NB --
Dobbs Equipment LLC	2019 Eager Beaver B8-DOW	Western	$11,525.00
	2019 Eager Beaver B8-DOW	Western	-- NB --
Dobbs Equipment LLC	2019 Eager Beaver B8-DOW	Northern	$11,525.00
	2019 Eager Beaver B8-DOW	Northern	-- NB --
Dobbs Equipment LLC	2019 Eager Beaver B8-DOW	Central	$11,525.00
	2019 Eager Beaver B8-DOW	Central	-- NB --
Dobbs Equipment LLC	2019 Eager Beaver B8-DOW	Southern	$11,525.00
	2019 Eager Beaver B8-DOW	Southern	-- NB --
DeLand Truck Center	2019 Econoline BP0821DE Deckover Dovetail	★Western	$7,735.00
	2019 Econoline BP0821DE Deckover Dovetail	Western	-- NB --
DeLand Truck Center	2019 Econoline BP0821DE Deckover Dovetail	★Northern	$7,385.00
	2019 Econoline BP0821DE Deckover Dovetail	Northern	-- NB --
DeLand Truck Center	2019 Econoline BP0821DE Deckover Dovetail	★Central	$7,565.00
	2019 Econoline BP0821DE Deckover Dovetail	Central	-- NB --
DeLand Truck Center	2019 Econoline BP0821DE Deckover Dovetail	★Southern	$7,635.00

	2019 Econoline BP0821DE Deckover Dovetail	Southern	-- NB --
Federal Contracts Corp	2019 Felling Trailers FT-16-2	Western	$13,323.30
	2019 Felling Trailers FT-16-2	Western	-- NB --
Federal Contracts Corp	2019 Felling Trailers FT-16-2	Northern	$13,323.30
	2019 Felling Trailers FT-16-2	Northern	-- NB --
Federal Contracts Corp	2019 Felling Trailers FT-16-2	Central	$13,323.30
	2019 Felling Trailers FT-16-2	Central	-- NB --
Kelly Tractor Co	2019 Felling Trailers FT-16-2	Southern	$11,600.00
	2019 Felling Trailers FT-16-2	Southern	-- NB --
Dobbs Equipment LLC	2019 Interstate 16BST	Western	$12,325.00
	2019 Interstate 16BST	Western	-- NB --
Dobbs Equipment LLC	2019 Interstate 16BST	Northern	$12,325.00
	2019 Interstate 16BST	Northern	-- NB --
Kelly Tractor Co	2019 Interstate 16BST	Central	$10,990.00
ALT - Dobbs Equipment LLC	2019 Interstate 16BST	Central	$12,185.00
Kelly Tractor Co	2019 Interstate 16BST	Southern	$10,990.00
ALT - Dobbs Equipment LLC	2019 Interstate 16BST	Southern	$12,185.00
Texas Trailers Sales and Service	2019 Texas Trailer TX85258T	Western	$8,290.00
	2019 Texas Trailer TX85258T	Western	-- NB --
Texas Trailers Sales and Service	2019 Texas Trailer TX85258T	Northern	$7,990.00
	2019 Texas Trailer TX85258T	Northern	-- NB --
Texas Trailers Sales and Service	2019 Texas Trailer TX85258T	Central	$8,190.00
	2019 Texas Trailer TX85258T	Central	-- NB --
Texas Trailers Sales and Service	2019 Texas Trailer TX85258T	Southern	$8,390.00
	2019 Texas Trailer TX85258T	Southern	-- NB --
Ring Power Corporation	2019 Towmaster TC-16	Western	$16,556.00
	2019 Towmaster TC-16	Western	-- NB --
Ring Power Corporation	2019 Towmaster TC-16	Northern	$16,556.00
	2019 Towmaster TC-16	Northern	-- NB --
Ring Power Corporation	2019 Towmaster TC-16	Central	$16,556.00
	2019 Towmaster TC-16	Central	-- NB --
Kelly Tractor Co	2019 Towmaster TC-16	Southern	$12,950.00
	2019 Towmaster TC-16	Southern	-- NB --
	2019 Trail King TK20	Western	-- NB --
	2019 Trail King TK20	Western	-- NB --
Flagler ConstructionEquipment	2019 Trail King TK20	Northern	$16,500.00
	2019 Trail King TK20	Northern	-- NB --

Flagler ConstructionEquipment	2019 Trail King TK20	Central	$16,500.00
	2019 Trail King TK20	Central	-- NB --
Flagler ConstructionEquipment	2019 Trail King TK20	Southern	$16,500.00
	2019 Trail King TK20	Southern	-- NB --
Sun State International Trucks, LLC	2019 XL Specialized Trailers XL 24 T	Western	$18,650.00
	2019 XL Specialized Trailers XL 24 T	Western	-- NB --
Sun State International Trucks, LLC	2019 XL Specialized Trailers XL 24 T	Northern	$18,650.00
	2019 XL Specialized Trailers XL 24 T	Northern	-- NB --
Sun State International Trucks, LLC	2019 XL Specialized Trailers XL 24 T	Central	$18,650.00
	2019 XL Specialized Trailers XL 24 T	Central	-- NB --
Kelly Tractor Co	2019 XL Specialized Trailers XL 24 T	Southern	$18,500.00
	2019 XL Specialized Trailers XL 24 T	Southern	-- NB --

FLORIDA SHERIFFS ASSOCIATION
& FLORIDA ASSOCIATION OF COUNTIES

8'6 X 25' DECK OVER FLATBED TRAILER- 16,000 LB GVWR
SPECIFICATION #60

2019 Texas Trailer TX85258T

The Texas Trailer TX85258T purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	Western	Northern	Central	Southern
BASE PRICE:	$8,290.00	$7,990.00	$8,190.00	$8,390.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

VEHICLE:	TX85258T			
DEALER:	Texas Trailers Sales and Service	Texas Trailers Sales and Service	Texas Trailers Sales and Service	Texas Trailers Sales and Service
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	$8,290.00	$7,990.00	$8,190.00	$8,390.00

Order Code	Delete Options	All Zones
EQ2012GV [1]	Downgrade to 7' x 20' equipment, 2" dovetail tandem axle tag type trailer, 12,000 lb. GVWR *6'10" x 20' Heavy Duty Equipment Trailer - Tandem Axle Tag Trailer (18' Flat Deck w/ 2' Dove Tail), 12.000# GVWR, (2) 6000# EZ Lube Axles With Electric Brakes On Both Axles, 4' Full Wrap Around A-Frame, 7000# Set Back Drop Leg Tongue Jack, Adjustable Pintle Eye Or 2 5/16" Coupler, 6" Channel Frame, Rub Rail With Stake Pockets and Tie Downs, 3" Channel Cross Supports On 16" Centers, 5' Adjustable Stand Up Ramps w/ Stands, (4) ST235/80R16 Radial LRE Tires On 8 Lug Steel Wheels, 2" x 8" PT Pine Deck w/ Galvanized Deck Screws, LED Lighting, Protected Wiring, DOT Conspicuity Package, 7 Way RV Plug, Prepped, primed, and painted with high solids black enamel paint, Spare Tire* [1]	($2,730.00)[1]
EQ2214GV [1]	Downgrade to 7' x 22' equipment, 2' dovetail tandem axle tag type trailer, 14,000 lb. GVWR *6'10" x 22' Heavy Duty Equipment Trailer - Tandem Axle Tag Trailer (20' Flat Deck w/ 2' Dove Tail), 14.000# GVWR, (2) 7000# EZ Lube Axles With Electric Brakes On Both Axles, 4' Full Wrap Around A-Frame, 7000# Set Back Drop Leg Tongue Jack, Adjustable Pintle Eye Or 2 5/16" Coupler, 6" Channel Frame, Rub Rail With Stake Pockets and Tie Downs, 3" Channel Cross Supports On 16" Centers, 5' Adjustable Stand Up Ramps w/ Stands, (4) ST235/80R16 Radial LRE Tires On 8 Lug Steel Wheels, 2" x 8" PT Pine Deck w/ Galvanized Deck Screws, Protected Wiring, DOT Conspicuity Package, 7 Way RV Plug, Prepped, primed, and painted with high solids black enamel paint, Spare Tire* [1]	($2,230.00)[1]
EQ2010GV [1]	Downgrade model - specify *6'10" x 20' Heavy Duty Equipment Trailer - Tandem Axle Tag Trailer (18' Flat Deck w/ 2' Dove Tail), 10.000# GVWR, (2) 5200# EZ Lube Axles With Electric Brakes On Both Axles, 4' Full Wrap Around A-Frame, 7000# Set Back Drop Leg Tongue Jack, Adjustable Pintle Eye Or 2-5/16" Coupler, 5" Channel Frame, Rub Rail With Stake Pockets and Tie Downs, 3" X 2" Angle Cross Supports On 16" Centers, 5' Adjustable Stand Up Ramps w/ Stands, (4) ST225/75/R15 Radial LRD Tires On 6 Lug Steel Wheels, 2" x 8" PT Pine Deck w/ Galvanized Deck Screws, Protected Wiring, LED Lighting, DOT Conspicuity Package, 7 Way RV Plug, Prepped, primed, and painted with high solids black enamel paint, Spare Tire* [1]	($3,280.00)[1]
FB2514GVB [1]	Downgrade model - specify *102" x 25' Heavy Duty Deck Over Bumper Pull Flat Bed Trailer (20' Flat Deck w/ 5' Dove Tail), 14,000# GVWR, (2) 7,000# EZ Lube Axles With Electric Brakes on Both Axles, (4) ST235/80/R16 Radial LRE Tires on 8 Lug Steel Wheels, 5' Steel Self-Cleaning Dovetail, 5" Channel Outer Frame, 3" Channel cross members on 16" centers, Rub Rail With Stake Pockets, Adjustable Pintle Eye Or 2-5/16" Adjustable Coupler, Pressure treated deck, (2) Spring Assisted 5' Deck Level Ramps, Wiring in conduit, Lockable toolbox, Prepped, primed, and painted with high solids black enamel paint, (2) 12K Spring loaded drop leg jacks, DOT Conspicuity Package, Spare Tire* [1]	($831.00)[1]
UT62010GV [1]	Downgrade model - specify *6'10" x 20' Heavy Duty Utility Trailer, 10.000# GVWR, (2) 5,200# EZ lube cambered axles with electric brakes on both axles, Emergency Break Away Kit, Heavy Duty Bottom Frame, 2" X 2" Square Tubing Top Rail and Uprights, (4) ST225/75/R15 Radial LRD Tires on 6 Lug Steel Wheels, 15" Open Metal Sides, Tandem Teardrop Fenders With Inner Skirts, 4' Full Wrap Around A-Frame, 2-5/16" Coupler, 4' Removable Ramp Gate, DOT Conspicuity Package, Federal DOT and State of Florida Compliant Light Package, Welded Light Guards, 5000 lb. Bulldog Tongue Jack, 2" X 8" Pressure treated wood decking, Galvanized deck screws, Safety chains with keepers, 7 way plug, Prepped, primed, and painted with high solids black enamel paint, Spare Tire* [1]	($3,705.00)[1]
UT61610GV [1]	Downgrade model - specify *6'10" x 16' Heavy Duty Utility Trailer, 10,000# GVWR, (2) 5,200# EZ lube cambered axles with electric brakes on both axles, Emergency Break Away Kit, Heavy Duty Bottom Frame, 2" X 2" Square Tubing Top Rail and Uprights, (4) ST225/75/R15 Radial LRD Tires on 6 Lug Steel Wheels, 15" Open Metal Sides, Tandem Teardrop Fenders With Inner Skirts, 4' Full Wrap Around A-Frame, 2-5/16" Coupler, 4' Removable Ramp Gate, DOT Conspicuity Package, Federal DOT and State of Florida Compliant Light Package, Welded Light Guards, 5000 lb. Bulldog Tongue Jack, 2" X 8" Pressure treated wood decking, Galvanized Deck Screws, Safety chains with keepers, 7 way plug, Prepped, primed, and painted with high solids black enamel paint, Spare Tire* [1]	($4,105.00)[1]
UT61670GV [1]	Delete option - specify *6'10" x 16' Heavy Duty Utility Trailer, 7.000# GVWR, (2) 3500# EZ lube cambered axles with electric brakes on both axles, Emergency Break Away Kit, Heavy Duty Bottom Frame, 2" X 2" Square Tubing Top Rail and Uprights, (4) ST205/75/R15 Radial LRC Tires on 5 Lug Steel Wheels, 15" Open Metal Sides, Tandem Teardrop Fenders With Inner Skirts, 4' Full Wrap Around A-Frame, 2-5/16" Coupler, 4' Removable Ramp Gate, DOT Conspicuity Package, Federal DOT and State of Florida Compliant Light Package, Welded Light Guards, 2000 lb. Bulldog Tongue Jack, 2" X 8" Pressure treated wood decking, Galvanized Deck Screws, Safety chains with keepers, 7 way plug, Prepped, primed, and painted with high solids black enamel paint, Spare Tire* [1]	($4,785.00)[1]

VEHICLE:	TX85258T			
DEALER:	Texas Trailers Sales and Service	Texas Trailers Sales and Service	Texas Trailers Sales and Service	Texas Trailers Sales and Service
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	$8,290.00	$7,990.00	$8,190.00	$8,390.00

UT61235GV [1]	Delete option - specify *6'4" x 12' Heavy Duty Utility Trailer (Single Axle), 3500# GVWR, (1) 3500# EZ lube cambered axle with electric brakes, Emergency Break Away Kit, (2) ST205/75/R15 Radial LRC Tires on 5 Lug Steel Wheels, 15" Open Metal Sides, Fenders With Inner Skirts, 4' Full Wrap Around A-Frame, 2" Coupler, 4' Removable Ramp Gate, DOT Conspicuity Tape pkg, Protected wiring, Federal DOT and State of Florida Compliant Light Package, Light Guards, 2000 lb. Bulldog Tongue Jack, 2" X 8" Pressure treated wood decking, Galvanized deck screws, 2" X 2" Square Tubing Top Rail and Uprights, Safety chains with keepers, 7 way plug, Prepped, primed, and painted with high solids black enamel paint, Spare Tire* [1]	($5,515.00) [1]
UT61035GV [1]	Delete option - specify *6'4" x 10' Heavy Duty Utility Trailer (Single Axle), 3500# GVWR, (1) 3500# EZ lube cambered axle with electric brakes, Emergency Break Away Kit, (2) ST205/75/R15 Radial LRC Tires on 5 Lug Steel Wheels, 15" Open Metal Sides, Fenders With Inner Skirts, 4' Full Wrap Around A-Frame, 2" Coupler, 4' Removable Ramp Gate, DOT Conspicuity Tape pkg, Protected wiring, Federal DOT and State of Florida Compliant Light Package, Light Guards, 2000 lb. Bulldog Tongue Jack, 2" X 8" Pressure treated wood decking, Galvanized deck screws, 2" X 2" Square Tubing Top Rail and Uprights, Safety chains with keepers, 7 way plug, Prepped, primed, and painted with high solids black enamel paint, Spare Tire* [1]	($5,615.00) [1]
UT51035GV [1]	Delete option - specify *5' x 10' Heavy Duty Utility Trailer (Single Axle), 3500# GVWR, (1) 3500# EZ lube cambered axle with electric brakes, Emergency Break Away Kit, (2) ST205/75/R15 Radial LRC Tires on 5 Lug Steel Wheels, 15" Open Metal Sides, Fenders With Inner Skirts, 4' Full Wrap Around A-Frame, 2" Coupler, 4' Removable Ramp Gate, DOT Conspicuity Tape pkg, Protected wiring, Federal DOT and State of Florida Compliant Light Package, Light Guards, 2000 lb. Bulldog Tongue Jack, 2" X 8" Pressure treated wood decking, Galvanized deck screws, 2" X 2" Square Tubing Top Rail and Uprights, Safety chains with keepers, 7 way plug, Prepped, primed, and painted with high solids black enamel paint, Spare Tire* [1]	($5,715.00) [1]
TXDELLN [1]	Delete option - specify *Deduct for shorter trailer - priced per linear foot* [1]	($100.00) [1]
NOSPARE [1]	Delete option - specify *Deduct For No Spare Tire* [1]	($70.00) [1]
REMBKSA [1]	Delete option - specify *Remove Brakes on Single Axle Trailer - Reduces GVWR to 2990# and Removes Emergency Break Away Kit. Changes Plug to 4 Way Plug* [1]	($190.00) [1]
NO LISTING [1]	Delete option - specify *If You Don't See What You Need. You May Take 5% Off Of The Current MSRP On Any Model Or Non-Custom Option Not Listed.* [1]	Incl. [1]
	Delete option - specify	NA
	Delete option - specify	NA
	Delete option - specify	NA
	Delete option - specify	NA
	Delete option - specify	NA
	Delete option - specify	NA
	Delete option - specify	NA
	Delete option - specify	NA
	Delete option - specify	NA
	Delete option - specify	NA
	Delete option - specify	NA

Order Code	**Add Options**	**All Zones**

VEHICLE:	TX85258T			
DEALER:	Texas Trailers Sales and Service	Texas Trailers Sales and Service	Texas Trailers Sales and Service	Texas Trailers Sales and Service
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	$8,290.00	$7,990.00	$8,190.00	$8.390.00

FB2520GVB [1]	8'6" x 25' deck over flatbed trailer tandem axle with 20,000 lb. GVWR *102" X 25' Heavy Duty Deck Over Flatbed Trailer (20' deck w/ 5' dove tail), 23,900# GVWR, Adjustable 60000# Pintle Eye Coupler, 19# 12" I beam frame, Pierced Frame, (2) 10,000# Dexter Oil Bath axles, (2) 12K Spring Loaded Jacks, Electric Brakes on Both Axles, Emergency Break Away Kit, 6" Channel Side Rails, 3" Channel cross members on 16" centers, (2) Spring Assisted 5' Deck Level Ramps, (8) ST235/80R16 Radial LRE Tires on dual steel wheels, 2" x 8" Pressure treated deck, Galvanized deck screws, 3/8" rub rail with stake pockets, Protected wiring, Lockable tongue tool box, Prepped, primed, and painted with high solids black enamel paint, DOT light package, Heavy Duty 7 Way Trailer Plug, Spare Tire* [1]	$2,235.00[1]
TXGN [1]	Gooseneck type hitch *Add Gooseneck Hitch On Flatbed Trailers with 30,000# GVWR and Under* [1]	$750.00[1]
FB3024GVB [1]	Upgrade model - specify *102" X 30' Heavy Duty Deck Over Flatbed Trailer (25' deck w/ 5' dove tail), 25,900# GVWR, Adjustable 60000# Pintle Eye Coupler, 19# 12" I beam frame, (2) 12,000# Dexter Oil Bath axles, (2) 12K Spring Loaded 2 Speed Jacks, Electric Brakes on Both Axles, Emergency Break Away Kit, 8" Channel Side Rails, 3" Channel cross members on 16" centers, (2) Spring Assisted 5' Deck Level Ramps, (8) ST235/80R16 Radial LRE Tires on dual steel wheels, 2" x 8" Pressure treated deck, Galvanized deck screws, 3/8" rub rail with stake pockets, Protected wiring, Lockable tongue tool box, Prepped, primed, and painted with high solids black enamel paint, DOT light package, Heavy Duty 7 Way Trailer Plug, Spare Tire* [1]	$4,635.00[1]
FB3030GVB [1]	Upgrade model - specify *102" X 30' Heavy Duty Deck Over Flatbed Trailer (25' deck w/ 5' dove tail), 30,000# GVWR, Adjustable 60000# Pintle Eye Coupler, 22# 12" I beam frame, (2) 15,000# Dexter Oil Bath axles, (2) 12K Spring Loaded 2 Speed Jacks, Electric Brakes on Both Axles, Break Away Safety System, 8" Channel Side Rails, 4" Channel cross members on 16" centers, (2) Deck level ramps with spring assist, (8) ST215/75R17.5 Radial LRH Tires on dual steel wheels, 2" x 8" Pressure treated deck, Galvanized deck screws, 3/8" rub rail with stake pockets, Protected wiring, Lockable tongue tool box, Prepped, primed, and painted with high solids black enamel paint, DOT light package, Heavy Duty 7 Way Trailer Plug, Spare Tire* [1]	$11,300.00[1]
FB3040GVB [1]	Upgrade model - specify *102" x 30' Heavy Duty Deck Over Flatbed Trailer (25' deck + 5' dove tail), 40,000# GVWR, Adjustable 60000# Pintle Eye Coupler, 26# 14" I beam frame, 18,000# GAWR, (2) 22,500 lb. Dexter Oil Bath axles, AIR BRAKES, 8" Channel Side Rails, 4" Channel cross members on 16" centers, (2) Ramps with spring assist, (8) ST215/17.5 Radial LRH Tires on dual solid wheels, 1-1/2" Apitong Hardwood Deck, Galvanized deck screws, Heavy Duty D-Rings (5) on Each Side, (2) 12,000# 2 Speed Jacks, Protected wiring, Lockable tongue tool box, Prepped, primed, and painted with high solids black enamel paint, LED Lighting, DOT light package, Spare Tire ***This Item Is FOB Gainesville FL., Due To Air Brakes**** [1]	$15,200.00[1]
NO LISTING [1]	Upgrade model - specify *If You Don't See What You Need, You May Take 5% Off Of The Current MSRP On Any Model Or Non-Custom Option Not Listed.* [1]	Incl.[1]
TXADDLN [1]	Optional equipment - specify *Add length - priced per linear foot.* [1]	$150.00[1]
TXMR01 [1]	Optional equipment - specify *Mega Ramps - (2) ramps that span full width on all 102" wide trailers* [1]	$790.00[1]
LMSIDE [1]	Optional equipment - specify *Heavy Duty Sides - adds 24" tall 2" square tubing top rail and uprights with optional expanded metal inserts - priced per linear trailer foot* [1]	$30.00[1]
TTSG1 [1]	Optional equipment - specify *Add Heavy Duty spring loaded tailgate ILO standard ramp or gate - Please specify split or one piece. Includes 7" steel dovetail transition on utility and landscape trailers.* [1]	$360.00[1]
RMP140 [1]	Optional equipment - specify *Add 7" Steel Dovetail Transition to End of Utility or Landscape Trailer. Makes a smooth transition from the top of the ramp to the top of the deck boards.* [1]	$140.00[1]
TTFP [1]	Optional equipment - specify *Adds 1/8" Steel Floor Plate In Place Of Wood Deck. Decreases Cross Member Spacing To 12" On Center - priced per linear trailer foot* [1]	$35.00[1]

VEHICLE:	TX85258T			
DEALER:	Texas Trailers Sales and Service	Texas Trailers Sales and Service	Texas Trailers Sales and Service	Texas Trailers Sales and Service
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	$8,290.00	$7,990.00	$8,190.00	$8,390.00

EHR01 [1]	Optional equipment - specify *Install Electric - Add Hydraulic Assist to Rear Heavy Duty Ramps On 102" Wide Trailers. Includes battery, pump, hydraulics and installation.* [1]	$3,290.00[1]
ADJC01 [1]	Optional equipment - specify *Substitute adjustable 2-5/16" coupler or adjustable pintle. ****Must upgrade to 7K Set Back Jack With This Option**** (Maximum 14K GVWR on 2-5/16" coupler)* [1]	$125.00[1]
SBJ7K [1]	Optional equipment - specify *Heavy Duty 7K Drop Leg Set Back Jack - installed behind coupler to allow pick up truck tailgate to open without hitting the jack.* [1]	$95.00[1]
RF01 [1]	Optional equipment - specify *Rumber Rubber Flooring on Ramps and Dovetail - Available On 102" Deck Over Trailers* [1]	$1,980.00[1]
WW01 [1]	Optional equipment - specify *Install 8,000# Warn Electric Winch - Includes Battery, Winch and Installation* [1]	$1,260.00[1]
SPAREMT [1]	Optional equipment - specify *Spare tire mount on trailer* [1]	$95.00[1]
TTCOLOR [1]	Optional equipment - specify *Upgrade to a color - without upgrade standard color is black on all trailers* [1]	$245.00[1]
TT4 [1]	Optional equipment - specify *4 place trimmer rack for lawn or utility trailers* [1]	$380.00[1]
WT001 [1]	Optional equipment - specify *Sliding Winch Track w/ (5) 4" Straps on Sliding Ratchets on Deck Over Flatbed Trailers Up to 30'* [1]	$1,425.00[1]
TBV34 [1]	Optional equipment - specify *Locking aluminum A-Frame mounted tongue box 34"* [1]	$325.00[1]
TBV49 [1]	Optional equipment - specify *Locking aluminum A-Frame mounted tongue box 49"* [1]	$360.00[1]
RDR801 [1]	Optional equipment - specify *D-ring or flush mount tie ring installed. Please specify location.* [1]	$39.00[1]
STK01 [1]	Optional equipment - specify *Install (2) clear strobes on rear wired through switch on the front of the trailer. Choose front or rear mounting location - Order quantity of two (2) for four corner strobes.* [1]	$390.00[1]
TT2BX [1]	Optional equipment - specify *Landscape Box - Adds 2' x 2' x width of trailer expanded metal toolbox on any lawn, utility or equipment trailer.* [1]	$490.00[1]
TTLRG [1]	Optional equipment - specify *Upgrades 10 Ply 16" Tires To 14 Ply 16" Extra Heavy Duty Tires - Priced Per Tire* [1]	$98.00[1]
RMP127 [1]	Optional equipment - specify *Wood In-Fill on Dovetail and Ramps w/ Heavy Duty Springs. Ramps Will Not Be Deck Level (Stand Up Only).* [1]	$550.00[1]
JAK300 [1]	Optional equipment - specify *Upgrade to 2-Speed Landing Gear on Flatbeds Under 25,900# GVWR* [1]	$550.00[1]
JAK200 [1]	Optional equipment - specify *Upgrade 7K Jack to 12K Jack (Specify Top Wind or Side Wind)* [1]	$260.00[1]
BRK100 [1]	Optional equipment - specify *Add Hydraulic Surge Brakes to Trailer Up To 14,000# GVWR* [1]	$980.00[1]

VEHICLE:	TX85258T			
DEALER:	Texas Trailers Sales and Service	Texas Trailers Sales and Service	Texas Trailers Sales and Service	Texas Trailers Sales and Service
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	$8,290.00	$7,990.00	$8,190.00	$8,390.00

TXTEMP [1]	Temporary tag *Temporary Tag* [1]	$15.00[1]
TXTRANS [1]	Transfer existing registration (must provide tag number) *Includes $42.15 Convenience Fee* [1]	$125.00[1]
TXNEWT [1]	New state tag (specify state, county, city, sheriff, etc.) *Includes $57 45 Convenience Fee (Specify Tag Type)* [1]	$175.00[1]
	Maintenance Plan - specify	NA
	Maintenance Plan - specify	NA
WARRANTY [1]	Warranty - specify *5 Year Structural Warranty on Materials and Workmanship. 1 Year on Components* [1]	Incl.[1]
	Warranty - specify	NA

FLORIDA SHERIFFS ASSOCIATION
& FLORIDA ASSOCIATION OF COUNTIES

8'6 X 25' DECK OVER FLATBED TRAILER- 16,000 LB GVWR
SPECIFICATION #60

2019 Texas Trailer TX85258T

(Alternate Dealer Option)

The Texas Trailer TX85258T purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	Western	Northern	Central	Southern
BASE PRICE:	-- No bid --	-- No bid --	-- No bid --	-- No bid --

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

VEHICLE:	TX85258T (ALTERNATE DEALERS)			
DEALER:				
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	-- No bid --	-- No bid --	-- No bid --	-- No bid --

Order Code	Delete Options	All Zones
	Downgrade to 7' x 20' equipment, 2" dovetail tandem axle tag type trailer, 12,000 lb. GVWR	
	Downgrade to 7' x 22' equipment, 2' dovetail tandem axle tag type trailer, 14,000 lb. GVWR	
	Downgrade model - specify	
	Downgrade model - specify	
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	Downgrade model - specify	
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Order Code	Add Options	All Zones
	8'6" x 25' deck over flatbed trailer tandem axle with 20,000 lb. GVWR	
	Gooseneck type hitch	
	Upgrade model - specify	
	Upgrade model - specify	
	Upgrade model - specify	
	Upgrade model - specify	
	Optional equipment - specify	
	Optional equipment - specify	

VEHICLE:	TX85258T (ALTERNATE DEALERS)			
DEALER:				
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	-- No bid --	-- No bid --	-- No bid --	-- No bid --
	Optional equipment - specify			
	Optional equipment - specify			
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	Optional equipment - specify			
	Temporary tag			
	Transfer existing registration (must provide tag number)			
	New state tag (specify state, county, city, sheriff, etc.)			
	Maintenance Plan - specify			
	Maintenance Plan - specify			
	Warranty - specify			
	Warranty - specify			

PUBLIC WORKS DEPARTMENT
REQUEST FOR PURCHASE ORDER

Date:	11/13/2018	**Account No.:**	501-2515-591.64-31	**P.O. #:**	
Justification:	FSA Contract specification #11		**Requested By:**	Bill Darty	
Department Head Approval:				Circle All that Apply	
Division Head /Supervisor Approval:				**RF**	**Cap. Outlay**
Division Charged:	Fleet Replacement	**Other:**	Police	**Replacing:** Bike Motor officer	

Vendor:	Bruce Rossmeyer's Harley Davidson	**No.**		**Contact Person:**	Barry Kuhnly
Address:				**Fed ID #:**	
City:		**State:**		**Fax #:**	3886-671-7077
Phone:	954-257-2073			**email**	bkuhnly@brhd.com

QTY	PRICE	UNIT	DESCRIPTION	ITEM #	COLOR	SIZE	TOTAL
1	$17,750.00	Each	Harley Electra Glide	11	Blk/wht		$17,750.00
1	$5,575.00	Each	Options per quote	Per quote			$5,575.00
			(1) two tone blk/wht				
Price Quote			**Vendor Name**				
						TOTAL	$23,325.00

BRUCE ROSSMEYER'S HARLEY-DAVIDSON
POLICE & FLEET SALES

Barry T. Kuhnly
Manager

November 14, 2018

Mr. William Darty
Fleet Administrator CAFM
City of Boynton Beach
222 NE 9th Avenue
Boynton Beach, FL 33425

Dear Mr. Darty:

Thank you for taking the time from your busy schedule to speak with me and discuss topics of mutual interest regarding the current fleet and related topics. Please consider this letter as a follow-up to our conversation and an open proposal offered for your review and consideration.

Rossmeyer Daytona Motorcycles, Inc. DBA Bruce Rossmeyer's Daytona Harley-Davidson, 1637 North US Highway 1, Ormond Beach, FL 32174 has been named in the 2019 Florida Sheriff's Association State Contract, (FSA18-VEL26.0) for the purchase of Harley-Davidson police motorcycles.

Please accept the following quote.

2019 FLHTP Electra Glide solid black (Southern District)	$17,750
Two-tone paint black and white with silver pinstripe	1,000
54180-10 Black HD pre-drilled box	1,500
65989-97C Auxiliary battery	175
53196-09 Adapter plate	125
69941-10 Red/Blue LED lights (3) (300)	900
72641-10 Chrome flanges (3) (25)	75
90200561 Saddlebag rails	350
69000057 Whelen siren amplifier, speaker, and microphone	1,300
New City tag	150
Total	$23,325

Daytona Harley-Davidson • 1637 North US Hwy 1 • Ormond Beach, FL 32174
Cell: 954.257.2073 • Fax: 386.671.7077 • E-mail: bkuhnly@brhd.com

I do not have a 2019 FLHTP Electra Glide two-tone black and white with silver pinstripe in color for immediate delivery should you accept this proposal. Harley-Davidson Motor Company currently has a 60-90 day window for delivery. A simple letter of intent is all that is needed to go forward.

If you need any further information please feel free to contact me at any time.

Thanking you in advance,

Barry T Kuhnly
Manager, Police and Fleet Sales
Bruce Rossmeyer Harley-Davidson
1637 North US Highway 1
Ormond Beach, FL 32174
Phone: 954-257-2073
Email: bkuhnly@brhd.com

Register for the 2019 Winter Sheriffs Conference (https://www.flsheriffs.org/law-enforcement-programs/conferences).

(https://www.facebook.com/floridasheriffsassociation/)

FLORIDA SHERIFFS ASSOCIATION
(https://www.flsheriffs.org/)

Become a Member (https://membership.flsheriffs.org/2017-Membership-LP.html#Choose)

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« Back to Main Purchasing Page (https://www.flsheriffs.org/law-enforcement-programs/cooperative-purchasing-program)

FSA18-VEL26.0 POLICE RATED, ADMINISTRATIVE, UTILITY VEHICLES, TRUCKS AND VANS 2018-2019

Effective October 1, 2018 – September 30, 2019

The Florida Sheriffs Association offers statewide purchasing contracts on a variety of vehicles, equipment, and services that are available to all eligible* agencies since 1993. While most agencies purchasing from our contracts are within the state of Florida, eligible* agencies from other states have used the contracts if their governing purchases ordinance allows.

For details of the products available, review the category you are seeking to purchase. Simply select the drop-down arrow and locate the vehicle of choice. The vehicle links will take you to pages that are solely dedicated to the bid award for that commodity. Continue to scroll the bottom of the page and find a link to all the bid supporting bid documents

ORDERING INSTRUCTIONS (HTTPS://S3.AMAZONAWS.COM/FSA-CPP-2018-2019/ORDERING-INSTRUCTIONS-V09-25-18.PDF)

VENDOR DIRECTORY (/UPLOADS/DOCS/26.0_AWARDED_VENDOR_DIRECTORY_101818.PDF)

FLORIDA SHERIFFS ASSOCIATION
& FLORIDA ASSOCIATION OF COUNTIES

Name of Dealership	Type of Vehicle	Zone	Base Unit Price
HARLEY-DAVIDSON POLICE MOTORCYCLE (Specification #11)			
Alligator Alley Harley Davidson	2019 Harley Davidson Road King (FLHP)	★Western	$16,000.00
ALT - Bruce Rossmeyer's Daytona Harley-Davidson	2019 Harley Davidson Road King (FLHP)	Western	$17,000.00
Alligator Alley Harley Davidson	2019 Harley Davidson Road King (FLHP)	★Northern	$15,800.00
ALT - Bruce Rossmeyer's Daytona Harley-Davidson	2019 Harley Davidson Road King (FLHP)	Northern	$17,000.00
Alligator Alley Harley Davidson	2019 Harley Davidson Road King (FLHP)	★Central	$15,800.00
ALT - Bruce Rossmeyer's Daytona Harley-Davidson	2019 Harley Davidson Road King (FLHP)	Central	$17,000.00
Alligator Alley Harley Davidson	2019 Harley Davidson Road King (FLHP)	★Southern	$16,000.00
ALT - Bruce Rossmeyer's Daytona Harley-Davidson	2019 Harley Davidson Road King (FLHP)	Southern	$17,000.00
Alligator Alley Harley Davidson	2019 Harley Davidson Electra Glide (FLHTP)	Western	$17,500.00
ALT - Bruce Rossmeyer's Daytona Harley-Davidson	2019 Harley Davidson Electra Glide (FLHTP)	Western	$17,750.00
Alligator Alley Harley Davidson	2019 Harley Davidson Electra Glide (FLHTP)	Northern	$17,250.00
ALT - Bruce Rossmeyer's Daytona Harley-Davidson	2019 Harley Davidson Electra Glide (FLHTP)	Northern	$17,750.00
Alligator Alley Harley Davidson	2019 Harley Davidson Electra Glide (FLHTP)	Central	$17,250.00
ALT - Bruce Rossmeyer's Daytona Harley-Davidson	2019 Harley Davidson Electra Glide (FLHTP)	Central	$17,750.00
Alligator Alley Harley Davidson	2019 Harley Davidson Electra Glide (FLHTP)	Southern	$17,500.00
ALT - Bruce Rossmeyer's Daytona Harley-Davidson	2019 Harley Davidson Electra Glide (FLHTP)	Southern	$17,750.00

FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

HARLEY-DAVIDSON POLICE MOTORCYCLE SPECIFICATION #11

2019 Harley Davidson Electra Glide (FLHTP)

The Harley Davidson Electra Glide (FLHTP) purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	Western	Northern	Central	Southern
BASE PRICE:	$17,500.00	$17,250.00	$17,250.00	$17,500.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

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NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

VEHICLE:	Electra Glide (FLHTP)			
DEALER:	Alligator Alley Harley Davidson	Alligator Alley Harley Davidson	Alligator Alley Harley Davidson	Alligator Alley Harley Davidson
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	$17,500.00	$17,250.00	$17,250.00	$17,500.00

Order Code	Add Options	All Zones
53196-09 [1]	Adapter plate for mounting Tour Pak	$115.00 [1]
65989-97D [1]	Auxiliary battery	$130.00 [1]
54178-10 [1]	Black Tour Pak without holes	$950.00 [1]
69940-10 [1]	Blue LED light for Tour Pak	$250.00 [1]
54180-10 [1]	Black pre-drilled Tour Pak for LEDs	$1,400.00 [1]
72641-10 [1]	Chrome trim ring for LED light	$20.00 [1]
69251-04 [1]	Engine guard pursuit lamps one red and one blue	$800.00 [1]
69250-04 [1]	Pursuit Lamps one red and one blue	$700.00 [1]
69816-10 [1]	Red LED light for Tour Pak	$250.00 [1]
69941-10 [1]	Red/Blue split LED light for Tour Pak	$250.00 [1]
90200561 [1]	Saddlebag guard rails	$300.00 [1]
	Solid color paint (other than birch white or vivid black)	$500.00
	Two-Tone paint	$900.00
69000057 [1]	Whelen electric siren, amplifier and microphone	$1,200.00 [1]
54179-10 [1]	White pre-drilled Tour Pak for LEDs	$1,300.00 [1]
54177-10 [1]	White Tour Pak without holes	$900.00 [1]
	Temporary tag	
	Transfer existing registration (must provide tag number)	
	New state tag (specify state, county, city, sheriff, etc.)	

FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

HARLEY-DAVIDSON POLICE MOTORCYCLE SPECIFICATION #11

2019 Harley Davidson Electra Glide (FLHTP)

(Alternate Dealer Option)

The Harley Davidson Electra Glide (FLHTP) purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	Western	Northern	Central	Southern
BASE PRICE:	$17,750.00	$17,750.00	$17,750.00	$17,750.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

VEHICLE:	Electra Glide (FLHTP) (ALTERNATE DEALERS)			
DEALER:	Bruce Rossmeyer's Daytona Harley-Davidson	Bruce Rossmeyer's Daytona Harley-Davidson	Bruce Rossmeyer's Daytona Harley-Davidson	Bruce Rossmeyer's Daytona Harley-Davidson
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	$17,750.00	$17,750.00	$17,750.00	$17,750.00

Order Code	Add Options	All Zones
53196-09 [1]	Adapter plate for mounting Tour Pak	$125.00 [1]
65989-97D [1]	Auxiliary battery	$175.00 [1]
54178-10 [1]	Black Tour Pak without holes	$1,000.00 [1]
69940-10 [1]	Blue LED light for Tour Pak	$300.00 [1]
54180-10 [1]	Black pre-drilled Tour Pak for LEDs	$1,500.00 [1]
72641-10 [1]	Chrome trim ring for LED light	$25.00 [1]
69251-04 [1]	Engine guard pursuit lamps one red and one blue	$850.00 [1]
69250-04 [1]	Pursuit Lamps one red and one blue	$750.00 [1]
69816-10 [1]	Red LED light for Tour Pak	$300.00 [1]
69941-10 [1]	Red/Blue split LED light for Tour Pak	$300.00 [1]
90200561 [1]	Saddlebag guard rails	$350.00 [1]
	Solid color paint (other than birch white or vivid black)	$750.00
	Two-Tone paint	$1,000.00
69000057 [1]	Whelen electric siren, amplifier and microphone	$1,300.00 [1]
54179-10 [1]	White pre-drilled Tour Pak for LEDs	$1,500.00 [1]
54177-10 [1]	White Tour Pak without holes	$1,000.00 [1]
	Temporary tag	$25.00
	Transfer existing registration (must provide tag number)	$135.00
	New state tag (specify state, county, city, sheriff, etc.)	$150.00

PUBLIC WORKS DEPARTMENT
REQUEST FOR PURCHASE ORDER

Date:	12/06/2018	**Account No.:**	501-2515-591.64-31	**P.O. #:**	
Justification:	Sourcewell contract			**Requested By:**	Bill Darty
Department Head Approval:				Circle All that Apply	
Division Head /Supervisor Approval:	Dwight Saulters			**RF**	**Cap. Outlay**
Division Charged:	Fleet Replacement	**Other:**	Public Works Parks	**Replacing: 870**	

Vendor:	Altec	**No.**		**Contact Person:**	Jenny Carlson/Mark Jarrell
Address:				**Fed ID #:**	
City:		**State:**		**Fax #:**	
Phone:	919-323-6804			**email**	Mark.Jarrell@gmail.com

QTY	PRICE	UNIT	DESCRIPTION	ITEM #	COLOR	SIZE	TOTAL
1	$139,091	Each	Altec 60' boom height (LR756-US60)		Blue/Blk/ Orange		$139,091.
1	$19,664.40	Each	Options per quote	Per quote			$19,664.40
Price Quote			**Vendor Name**				
						TOTAL	**$158,755.**

Altec Industries, Inc.

Opportunity Number: 898233
Quotation Number: 466712
Sourcewell Contract #: 012418-ALT
Date: 11/30/2018

Quoted for: City of Boynton Beach (FL)
Customer Contact:
Phone: / Email:
Quoted by: Mark Jarrell
Phone: 919-323-6804 Email: Mark.Jarrell@gmail.com
Altec Account Manager: Jenny Carlson

REFERENCE ALTEC MODEL

LR756	Overcenter Articulating Aerial Device (Insulated)	$139,091

(A.) SOURCEWELL OPTIONS ON CONTRACT (Unit)

1	LR756-US60	60' Boom Height (LR760)	$1,851
2			
3			
4			

(A1.) SOURCEWELL OPTIONS ON CONTRACT (General)

1	CG	Cab Guard	$2,858
2	SPOT3	FOUR (4) POINT STROBE SYSTEM (LED)	$681
3	TBE	ELECTRIC TRAILER BRAKE CONTROLLER. Controls Trailers with Electric Brakes. Wired to 7-Way Plug Next to Pintle Hook	$233
4	DP	Dica Pads and Pad Holder - 24" x 24" x 1", With Rope Handle (Pair)	$633
5			
6			
7			
8			
		SOURCEWELL OPTIONS TOTAL:	$145,227

(B.) OPEN MARKET ITEMS (Customer Requested)

1	UNIT		
2	UNIT & HYDRAULIC ACC		
3	BODY	Gloss Black T-Box and Flatdeck W/ Three custom boxes (See quote for dimensions	$7,672
4	BODY & CHASSIS ACC	Cone holder on front of chassis	$471
5	ELECTRICAL	LED Traffic advisor	$715
6	FINISHING		
7	CHASSIS	2020 Freightliner M2-106, Cummins B6.7 W/ Allison 3600 Auto. Custom color	$3,120
8	OTHER		
		OPEN MARKET OPTIONS TOTAL:	$11,978

SUB-TOTAL FOR UNIT/BODY/CHASSIS:	$157,206
Delivery to Customer:	$1,550
TOTAL FOR UNIT/BODY/CHASSIS:	$158,755

(C.) ADDITIONAL ITEMS (Items are not included in total above)

1		
2		
3		
4		

"Pricing valid for 45 days"

NOTES

PAINT COLOR: White to match chassis, unless otherwise specified
WARRANTY: Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety (90) days warranty for travel charges (Mobile Service) Limited Lifetime Structural Warranty. Chassis to include standard warranty, per the manufacturer.
TO ORDER: To order, please contact the Altec Account Manager listed above.
CHASSIS: Per Altec Commercial Standard
DELIVERY: No later than 300-330 days ARO, FOB Customer Location
TERMS: Net 30 days
BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.
TRADE-IN: Equipment trades must be received in operational condition (as initial inspection) and DOT compliant at the time of pick-up. Failure to comply with these requirements, may result in customer bill-back repairs.
BUILD LOCATION: Creedmoor, NC

Sourcewell 466712

Prepared for:
ALTEC INDUSTRIES
CREEDMOOR
1550 AERIAL AVENUE
CREEDMOOR, NC 27522
Phone: 919-764-4009

QUOTE ID
BOYN33K19-18M LR7-60

Prepared by:
Shane Hall
Peach State Freightliner
1755 Dry Pond Road
Jefferson, GA 30549
Phone: 7063678998

A proposal for
ALTEC INDUSTRIES CREEDMOOR
CITY OF BOYNTON BEACH

Prepared by
Peach State Freightliner
Shane Hall

Dec 04, 2018

2020 Freightliner M2 106
4X2 @ 33,000 GVWR

CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 146.05 in
CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 145.05 in

Components shown may not reflect all spec'd options and are not to scale

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S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-18M	M2 PRL-18M (EFF:04/17/18)		
Data Version			
DRL-031	SPECPRO21 DATA RELEASE VER 031		
Vehicle Configuration			
001-172	M2 106 CONVENTIONAL CHASSIS	5,759	3,503
004-220	2020 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK		
019-002	STRAIGHT TRUCK PROVISION		
003-001	LH PRIMARY STEERING LOCATION		
General Service			
AA1-002	TRUCK CONFIGURATION		
AA6-001	DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE		
A84-1UT	UTILITY BUSINESS SEGMENT		
AA4-011	FIXED LOAD COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-091	MEDIUM TRUCK WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 12000.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 21000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY :33000.0 lbs		
Truck Service			
AA3-006	UTILITY BODY		

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Data Code	Description	Weight Front	Weight Rear
A88-99D	EXPECTED TRUCK BODY LENGTH : 1.0 ft		
AE2-99D	EXPECTED TRUCK BODY WIDTH : 96.0 in		
A89-99D	BRAKING-EXPECTED CAB TO BODY CLEARANCE : 3.0 in		
AF3-1EN	ALTEC		
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in		
Engine			
101-21V	CUM B6.7 260 HP @ 2400 RPM, 2600 GOV, 660 LB/FT @ 1600 RPM		
Electronic Parameters			
79A-072	72 MPH ROAD SPEED LIMIT		
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
79K-005	PTO MODE ENGINE RPM LIMIT - 900 RPM		
79M-001	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED		
79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM		
79Q-003	PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM		
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH		
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND		
80G-002	PTO MINIMUM RPM - 700		
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH		
Engine Equipment			
99C-017	2016 ONBOARD DIAGNOSTICS/2010 EPA/CARB/FINAL GHG17 CONFIGURATION		
99D-009	2008 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LEFT SIDE OF HOOD)		
13E-001	STANDARD OIL PAN		
105-001	ENGINE MOUNTED OIL CHECK AND FILL		
133-004	ONE PIECE VALVE COVER		
014-099	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER		
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		
292-205	(2) DTNA GENUINE, FLOODED STARTING, MIN 1900CCA, 350RC, THREADED STUD BATTERIES		

Data Code	Description	Weight Front	Weight Rear
290-017	BATTERY BOX FRAME MOUNTED		
281-005	STANDARD BATTERY JUMPERS WITH 2/0 CAB TO RAIL GROUND CABLE		
282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB		
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
289-001	NON-POLISHED BATTERY BOX COVER		
87P-998	NO CAB AUXILIARY POWER WIRING		
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
108-002	STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR		
131-013	AIR COMPRESSOR DISCHARGE LINE		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
016-1C3	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE		
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH		
239-001	STANDARD EXHAUST SYSTEM LENGTH		
237-052	RH STANDARD HORIZONTAL TAILPIPE		
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK		
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
273-058	AIR POWERED ON/OFF ENGINE FAN CLUTCH		
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		
110-003	CUMMINS SPIN ON FUEL FILTER		
118-001	FULL FLOW OIL FILTER		
266-078	950 SQUARE INCH ALUMINUM RADIATOR	50	
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		

Data Code	Description	Weight Front	Weight Rear
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-016	RADIATOR DRAIN VALVE		
188-002	LOWER RADIATOR GUARD		
138-010	PHILLIPS-TEMRO 750 WATT/115 VOLT BLOCK HEATER	4	
140-053	BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
134-001	ALUMINUM FLYWHEEL HOUSING		
132-004	ELECTRIC GRID AIR INTAKE WARMER		
155-057	DELCO 12V 29MT STARTER WITH INTEGRATED MAGNETIC SWITCH		
Transmission			
342-584	ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	200	60
Transmission Equipment			
343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV		
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES		
84C-022	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 5, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84D-022	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 5, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84E-013	S1 PREFORMANCE PRIMARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84F-012	S1 PERFORMANCE SECONDARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84G-017	2500 RPM PRIMARY MODE SHIFT SPEED		
84H-017	2500 RPM SECONDARY MODE SHIFT SPEED		
84J-000	ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84K-000	ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		

Data Code	Description	Weight Front	Weight Rear
84L-010	DISABLE - LOAD BASED SHIFT SCHEDULE, DISABLE - VEHICLE ACCELERATION CONTROL		
84N-000	NEUTRAL AT STOP - DISABLED, FUELSENSE - DISABLED		
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
34C-001	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED		
362-1Y0	(2) CUSTOMER INSTALLED CHELSEA 277 SERIES PTO'S		
363-011	PTO MOUNTING, LH AND RH SIDES OF MAIN TRANSMISSION		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
348-013	TRANSMISSION OIL CHECK AND FILL WITH CROSSOVER TO CLEAR LH PTO AND DIRECT MOUNT PUMP		
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		
Front Axle and Equipment			
400-1A6	DETROIT DA-F-12.0-3 12,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE		
402-049	MERITOR 16.5X5 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
403-002	NON-ASBESTOS FRONT BRAKE LINING		
419-023	CONMET CAST IRON FRONT BRAKE DRUMS		
409-006	FRONT OIL SEALS		
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES		
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS		
536-050	TRW THP-60 POWER STEERING		
539-003	POWER STEERING PUMP		
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR		

Data Code	Description	Weight Front	Weight Rear
40T-002	SYNTHETIC 75W-90 FRONT AXLE LUBE		
Front Suspension			
620-1D8	13,300# TAPERLEAF FRONT SUSPENSION	75	
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION		
62G-007	355MM FRONT SUSPENSION WHEEL HEIGHT		
410-001	FRONT SHOCK ABSORBERS		
Rear Axle and Equipment			
420-009	RS-21-160 21,000# R-SERIES SINGLE REAR AXLE		180
421-563	5.63 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
386-073	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	20	20
452-001	DRIVER CONTROLLED TRACTION DIFFERENTIAL - SINGLE REAR AXLE		20
878-018	(1) DRIVER CONTROLLED DIFFERENTIAL LOCK REAR VALVE FOR SINGLE DRIVE AXLE		
87B-004	BLINKING LAMP WITH EACH MODE SWITCH, DIFFERENTIAL UNLOCK WITH IGNITION OFF, ACTIVE <5 MPH		
423-020	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
433-002	NON-ASBESTOS REAR BRAKE LINING		
434-011	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)		
451-023	CONMET CAST IRON REAR BRAKE DRUMS		
440-006	REAR OIL SEALS		
426-100	WABCO TRISTOP D LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS		
428-002	MERITOR AUTOMATIC REAR SLACK ADJUSTERS		
41T-002	SYNTHETIC 75W-90 REAR AXLE LUBE		
Rear Suspension			
622-1MJ	23,000# 52 INCH VARIABLE RATE MULTI-LEAF SPRING REAR SUSPENSION WITH LEAF SPRING HELPER		110
621-002	SPRING SUSPENSION - 1.00" AXLE SPACER		
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP		

Prepared for:
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QUOTE ID
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Prepared by:
Shane Hall
Peach State Freightliner
1755 Dry Pond Road
Jefferson, GA 30549
Phone: 7063678998

Data Code	Description	Weight Front	Weight Rear
Brake System			
018-002	AIR BRAKE PACKAGE		
490-100	WABCO 4S/4M ABS		
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
904-001	FIBER BRAID PARKING BRAKE HOSE		
412-001	STANDARD BRAKE SYSTEM VALVES		
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
413-002	STD U.S. FRONT BRAKE VALVE		
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
480-086	BW AD-9SI BRAKE LINE AIR DRYER WITH HEATER		
479-012	AIR DRYER MOUNTED UNDER HOOD		
460-090	STEEL AIR BRAKE RESERVOIRS, NO TRIPLE OR TORPEDO TANKS		
607-001	CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD		
477-004	PULL CABLES ON ALL AIR RESERVOIR(S)		
Trailer Connections			
335-004	UPGRADED CHASSIS MULTIPLEXING UNIT		
32A-002	UPGRADED BULKHEAD MULTIPLEXING UNIT		
Wheelbase & Frame			
545-542	5425MM (214 INCH) WHEELBASE		
546-101	11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI	220	130
552-063	2550MM (100 INCH) REAR FRAME OVERHANG		
55W-009	FRAME OVERHANG RANGE: 91 INCH TO 100 INCH	-40	180
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 148.05 In		
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 145.05 In		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 343.39		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 148.45 In		
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 112.49 In		

Data Code	Description	Weight Front	Weight Rear
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 217.54 in		
553-001	SQUARE END OF FRAME		
550-001	FRONT CLOSING CROSSMEMBER		
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER		
561-010	CROSSMEMBER FLUSH WITH BACK OF CAB	15	
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
572-063	STANDARD REARMOST CROSSMEMBER WITH DOUBLE STANDARD CROSSMEMBER SPACING		
565-001	STANDARD SUSPENSION CROSSMEMBER		
Chassis Equipment			
556-1AP	THREE-PIECE 14 INCH PAINTED STEEL BUMPER WITH COLLAPSIBLE ENDS	30	
558-001	FRONT TOW HOOKS - FRAME MOUNTED	15	
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS		
551-017	GRADE 8 THREADED HEX HEADED FRAME FASTENERS INSTALLED WITH BOLT HEADS ON OUTSIDE OF FRAME		
605-103	CENTER PUNCH TO MARK CENTERLINE OF REAR SUSPENSION ON TOP FLANGE OF FRAME		
Fuel Tanks			
204-215	50 GALLON/189 LITER SHORT RECTANGULAR ALUMINUM FUEL TANK - LH	20	
218-005	RECTANGULAR FUEL TANK(S)		
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
212-063	FUEL TANK(S) FORWARD; -544MM FUEL TANK BRACKET ELEVATION MOUNTING		
664-001	PLAIN STEP FINISH		
205-001	FUEL TANK CAP(S)		
122-1J1	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR, HAND PRIMER AND 12 VOLT PREHEATER"	-5	
216-020	EQUIFLO INBOARD FUEL SYSTEM		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
Tires			

	Data Code	Description	Weight Front	Weight Rear
	093-1G4	MICHELIN XZE2 11R22.5 14 PLY RADIAL FRONT TIRES	12	
	094-1UX	MICHELIN X MULTI D 11R22.5 14 PLY RADIAL REAR TIRES		96
Hubs				
	418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
	450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
Wheels				
	502-657	ACCURIDE 51408 ACCU-LITE 22.5X8.25 10-HUB PILOT 6.16 INSET 2-HAND STEEL DISC FRONT WHEELS		
	505-657	ACCURIDE 51408 ACCU-LITE 22.5X8.25 10-HUB PILOT 2-HAND STEEL DISC REAR WHEELS		
	496-011	FRONT WHEEL MOUNTING NUTS		
	497-011	REAR WHEEL MOUNTING NUTS		
Cab Exterior				
	829-071	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
	650-009	RUBBER CAB MOUNTS		
	678-998	NO GRAB HANDLES		
	646-045	MOLD-IN COLOR GRILLE		
	65X-011	MOLD-IN COLOR HOOD MOUNTED AIR INTAKE GRILLE		
	644-004	FIBERGLASS HOOD		
	726-002	DUAL ELECTRIC HORNS		
	657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
	575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
	312-043	INTEGRAL HEADLIGHT/MARKER ASSEMBLY		
	302-001	(5) AMBER MARKER LIGHTS		
	294-001	INTEGRAL STOP/TAIL/BACKUP LIGHTS		
	300-015	STANDARD FRONT TURN SIGNAL LAMPS		
	744-1BH	DUAL WEST COAST MOLDED-IN COLOR MIRRORS		
	797-001	DOOR MOUNTED MIRRORS		
	796-001	102 INCH EQUIPMENT WIDTH		
	743-1AP	LH AND RH 8 INCH MOLDED-IN COLOR CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		

Data Code	Description	Weight Front	Weight Rear
729-001	STANDARD SIDE/REAR REFLECTORS		
768-043	63X14 INCH TINTED REAR WINDOW		
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS		
654-027	RH AND LH ELECTRIC POWERED WINDOWS, PASSENGER SWITCHES ON DOOR(S)	4	
663-013	TINTED WINDSHIELD		
659-020	2 GALLON WINDSHIELD WASHER RESERVOIR WITH FLUID LEVEL INDICATOR, FRAME MOUNTED		
Cab Interior			
707-1AK	OPAL GRAY VINYL INTERIOR		
706-013	MOLDED PLASTIC DOOR PANEL		
708-013	MOLDED PLASTIC DOOR PANEL		
772-006	BLACK MATS WITH SINGLE INSULATION		
785-004	DASH MOUNTED ASH TRAY(S) WITHOUT LIGHTER		
691-008	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING		
694-010	IN DASH STORAGE BIN		
742-007	(2) CUP HOLDERS LH AND RH DASH		
680-006	GRAY/CHARCOAL FLAT DASH		
700-002	HEATER, DEFROSTER AND AIR CONDITIONER		
701-001	STANDARD HVAC DUCTING		
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
170-015	STANDARD HEATER PLUMBING		
130-033	DENSO HEAVY DUTY AIR CONDITIONER COMPRESSOR		
702-002	BINARY CONTROL, R-134A		
739-033	STANDARD INSULATION		
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES		
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
324-011	DOME DOOR ACTIVATED LH AND RH, DUAL READING LIGHTS, FORWARD CAB ROOF		
655-005	LH AND RH ELECTRIC DOOR LOCKS		
284-045	(2) 12 VOLT POWER RECEPTACLES MOUNTED IN DASH		

Data Code	Description	Weight Front	Weight Rear
756-1J3	BASIC HIGH BACK AIR SUSPENSION DRIVER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30	
760-1ED	2 MAN TOOL BOX MID BACK NON SUSP FRONT PASSENGER SEAT WITH 3.0"X 4.75" CUT OUT IN TOOL BOX BACK PANEL FOR HARNESS		
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
758-036	VINYL WITH VINYL INSERT DRIVER SEAT		
761-036	VINYL WITH VINYL INSERT PASSENGER SEAT		
763-101	BLACK SEAT BELTS		
532-001	FIXED STEERING COLUMN		
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		
Instruments & Controls			
732-004	GRAY DRIVER INSTRUMENT PANEL		
734-004	GRAY CENTER INSTRUMENT PANEL		
87L-003	ENGINE REMOTE INTERFACE WITH PARK BRAKE AND NEUTRAL INTERLOCKS		
870-001	BLACK GAUGE BEZELS		
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES		
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS		
149-013	ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL		
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
811-042	ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED		
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
844-001	2 INCH ELECTRIC FUEL GAUGE		
148-074	ENGINE REMOTE INTERFACE NOT CONFIGURED		
163-004	ENGINE REMOTE INTERFACE CONNECTOR IN ENGINE COMPARTMENT		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		

	Data Code	Description	Weight Front	Weight Rear
	864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
	830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
	372-051	CUSTOMER FURNISHED AND INSTALLED PTO CONTROLS		
	852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
	679-001	OVERHEAD INSTRUMENT PANEL		
	746-115	AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH AND USB AND AUXILIARY INPUTS, J1939	10	
	747-001	DASH MOUNTED RADIO		
	750-002	(2) RADIO SPEAKERS IN CAB		
	753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF		
	810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
	817-001	STANDARD VEHICLE SPEED SENSOR		
	812-001	ELECTRONIC 3000 RPM TACHOMETER		
	162-011	IDLE LIMITER, ELECTRONIC ENGINE		
	836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
	660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
	304-001	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH		
	882-009	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
	299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE		
	298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS		
Design				
	065-000	PAINT: ONE SOLID COLOR		
Color				
	980-5A0	CAB COLOR A: L0441EB BLUE ELITE BC		
	986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		
	982-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		

Prepared for:
ALTEC INDUSTRIES
CREEDMOOR
1550 AERIAL AVENUE
CREEDMOOR, NC 27522
Phone: 919-764-4009

QUOTE ID
BOYN33K19-18M LR7-60

Prepared by:
Shane Hall
Peach State Freightliner
1755 Dry Pond Road
Jefferson, GA 30549
Phone: 7063678998

Data Code	Description	Weight Front	Weight Rear
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
964-6Z7	BUMPER PAINT: FP24812 ARGENT SILVER DUPONT FLEX		
969-099	17 DIGIT BAR CODE LH DOOR		
963-003	STANDARD E COAT/UNDERCOATING		

Certification / Compliance

996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS		

Sales Programs

NO SALES PROGRAMS HAVE BEEN SELECTED

TOTAL VEHICLE SUMMARY

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight+	6419 lbs	4299 lbs	10718 lbs
Dealer Installed Options	0 lbs	0 lbs	0 lbs
Total Weight+	6419 lbs	4299 lbs	10718 lbs

Dealer Installed Options

		Weight Front	Weight Rear
KEY	PDI INSTALLED KEYLESS ENTRY	0	0
	Total Dealer Installed Options	0 lbs	0 lbs

(+) Weights shown are estimates only.
If weight is critical, contact Customer Application Engineering.

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G V W R

VEHICLE SPECIFICATIONS SUMMARY - GVWR

Model	M2106
Cab Size (829)	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Expected Front Axle(s) Load (lbs)	12000.0
Expected Pusher Axle(s) Load (lbs)	0.0
Expected Rear Axle(s) Load (lbs)	21000.0
Expected Tag Axle(s) Load (lbs)	0.0
Expected GVW (lbs)	33000
Expected GCW (lbs)	0.0
Front Axle (400)	DETROIT DA-F-12.0-3 12,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE
Front Suspension (620)	13,300# TAPERLEAF FRONT SUSPENSION
Front Hubs (418)	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS
Front Disc Wheels (502)	ACCURIDE 51408 ACCU-LITE 22.5X8.25 10-HUB PILOT 6.16 INSET 2-HAND STEEL DISC FRONT WHEELS
Front Tires (093)	MICHELIN XZE2 11R22.5 14 PLY RADIAL FRONT TIRES
Front Brakes (402)	MERITOR 16.5X5 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
Steering Gear (536)	TRW THP-60 POWER STEERING
Rear Axle (420)	RS-21-160 21,000# R-SERIES SINGLE REAR AXLE
Rear Suspension (622)	23,000# 52 INCH VARIABLE RATE MULTI-LEAF SPRING REAR SUSPENSION WITH LEAF SPRING HELPER
Rear Hubs (450)	CONMET PRESET PLUS PREMIUM IRON REAR HUBS
Rear Disc Wheels (505)	ACCURIDE 51408 ACCU-LITE 22.5X8.25 10-HUB PILOT 2-HAND STEEL DISC REAR WHEELS
Rear Tires (094)	MICHELIN X MULTI D 11R22.5 14 PLY RADIAL REAR TIRES
Rear Brakes (423)	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
Pusher / Tag Axle (443)	NO PUSHER OR TAG AXLE
Pusher / Tag Suspension (626)	NO PUSHER OR TAG SUSPENSION
Pusher / Tag Hubs (449)	NO PUSHER OR TAG HUBS
Pusher/Tag Disc Wheels (509)	NO PUSHER/TAG DISC WHEELS
Pusher / Tag Tires (095)	NO PUSHER/TAG TIRES
Pusher / Tag Brakes (456)	NO PUSHER/TAG BRAKES

TABLE SUMMARY - GVWR

	Front	Rear
Axle Component Weight Ratings		
Axles	12000	21000
Suspension	13300	23000
Hubs	14700	26000
Brakes	14700	22000
Wheels	14800	29600
Tires	12350	23350
Power Steering	13300	N/A
GAWR (per axle)	12000	21000
GAWR (per axle system)	12000	21000
Expected Load (per axle system)	12000	21000
Vehicle GVWR Summary		
Calculated GVWR	33000	
Expected GVWR	33000	
All weights displayed in pounds		

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

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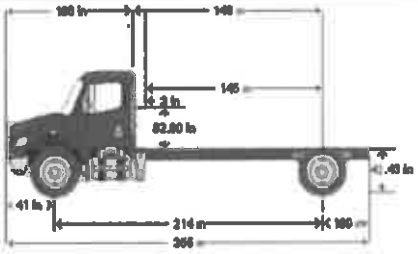
Jefferson, GA 30549
Phone: 7063678998

DIMENSIONS



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model M2106
Wheelbase (545) ..... 5425MM (214 INCH) WHEELBASE
Rear Frame Overhang (552) ..... 2550MM (100 INCH) REAR FRAME OVERHANG
Fifth Wheel (578) ..... NO FIFTH WHEEL
- Mounting Location (577) ..... NO FIFTH WHEEL LOCATION
- Maximum Forward Position (in) 0
- Maximum Rearward Position (in) 0
- Amount of Slide Travel (in) 0
- Slide Increment (in) 0
- Desired Slide Position (in) 0.0

Cab Size (829) ..... 106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Sleeper (682) ..... NO SLEEPER BOX/SLEEPERCAB
Exhaust System (016) .....RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE

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TABLE SUMMARY - DIMENSIONS

Dimension	Inches
Bumper to Back of Cab (BBC)	108.3
Bumper to Centerline of Front Axle (BA)	40.7
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	148.0
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	145.0
Back of Cab Protrusions (Exhaust/Intake) (CP)	0.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	249.4
Cab Height (CH)	82.8
Wheelbase (WB)	213.6
Frame Overhang (OH)	100.0
Overall Length (OAL)	354.7
Rear Axle Spacing	0.0
Unladen Frame Height at Centerline of Rear Axle	42.4

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UNLADEN FRAME HEIGHT

Unladen Height	Requested	Calculated
Frame (in)	N/A	42.40

VEHICLE SPECIFICATIONS SUMMARY - UNLADEN FRAME HEIGHT

Model M2106
Cab Size (829)..... 106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Frame Rails (546)..... 11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI(546)
  Web Height (in)..... 10.9375
  Flange Thickness (in)..... 0.34375
Rear Suspension (622)..... 23,000# 52 INCH VARIABLE RATE MULTI-LEAF SPRING REAR SUSPENSION WITH LEAF SPRING HELPER
Rear Suspension Ride Height (621)..... SPRING SUSPENSION - 1.00" AXLE SPACER
Axle C/L to Bottom of Frame (in)..... 10.688
Rear Tires (094)..... MICHELIN X MULTI D 11R22.5 14 PLY RADIAL REAR TIRES
  Unladen Radius (in)..... 20.8
Fifth Wheel (578)..... NO FIFTH WHEEL
  Requested Min Height (in)..... 0.0
  Requested Max Height (in)..... 1
  Fifth Wheel Leg Height (582)..... NO FIFTH WHEEL LEG HEIGHT
Rear Tow Device (587)..... NO REAR TOWING DEVICE
  Requested Min Height (in)..... 0.0
  Requested Max Height (in)..... 0.0

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

November 30, 2018
Our 89th Year

Ship To:
CITY OF BOYNTON BEACH
222 NE 9TH AVE
BOYNTON BEACH, FL 33425
US

Bill To:
CITY OF BOYNTON BEACH
PO BOX 310
BOYNTON BEACH, FL 33435-0000
United States

Attn:
Phone:
Email:

Altec Quotation Number: 466712 - 1
Account Manager: Jenny Carlson
Technical Sales Rep: Mark Floyd Jarrell

Item	Description	Qty	Price
	Unit		
1.	ALTEC Model LR7-60 Articulating Overcenter Aerial Device with an insulating lower boom, insulating upper boom and the Altec ISO-Grip insulating system at the boom tip installed behind the cab to include the following features:	1	

A. Ground to Bottom of Platform Height: 60.3 feet (18.4 meters).
B. Working Height: 65.3 feet (19.9 meters).
C. Maximum reach to edge of platform with Upper Boom Non- overcenter (working position): 44.8 feet (13.6 meters) at platform height of 28.6 feet (8.7 meters)
D. Maximum reach to edge of platform with Upper Boom Overcenter: 48.4 feet (14.8 meters) at platform height of 9.8 feet (3.0 meters)
E. Continuous rotation.
F. Lower Boom Articulation: 0 to 125 degrees.
G. Lower Boom Insulator provides 15 inches (38.1 centimeters) of isolation.
H. Upper Boom Articulation: 0 to 270 degrees.
I. Platform capacity: 400 lbs (181.44 kilograms)
J. Platform leveling: achieved by a single leveling chain and 3/4" fiberglass rods in the upper and lower booms. This lifetime system is very low maintenance.
K. Hydraulic system: Open center (full pressure), maximum flow of 6.0 to 6.5 gpm (22.7 to 24.6 lpm), maximum operating pressure of 3,000 psi.
L. Side-by-Side Boom Stow offers low travel height and easy platform access.
M. Maintenance Free Elbow: nitrided to prevent rust, increase hardness and eliminates the need for grease at the elbow.
N. Small Boom Tip Profile.
O. Altec Patented walking link system features uniform speed, smooth and continuous articulation and low maintenance operation.
P. Unit is painted with a powder coat paint process which provides a finish-painted surface that is highly resistant to chipping, scratching, abrasion and corrosion. Paint is electrostatically applied to the inside as well as outside of fabricated parts then high temperature cured prior to assembly ensuring maximum coverage and protection.
Q. Unit meets or exceeds ANSI 92.2 standards.

Item	Description	Qty	Price
2.	Automatic Upper Boom Stow Securing System with support cradle.	1	
3.	Pedestal	1	
4.	Reservoir, 30 Gallon	1	
5.	Single, One (1) Man, Fiberglass Platform; fixed side mounted. 24 x 24 x 39 inches. Altec Patented ISO-Grip Insulating, Proportional Speed, Upper Control Handle - with safety interlock and interlock guard. Located on the side of the platform nearest the upper boom, mounted on the shaft. Forward/back operates lower boom down/up, tiller operates rotation CW/CCW, and up/down operates upper boom up/down.	1	
6.	One (1) Platform Step - located on the side of the platform nearest the elbow in the stowed position	1	
7.	Platform Cover - Soft vinyl 24 x 24 inch (610 x 610 mm)	1	
8.	Platform Liner, 24 x 24 x 39 inches (610 x 610 x 991 mm), 50 kV Rating	1	
9.	Hydraulic Tool Circuit at Platform: One set of quick disconnect couplings at the boom tip for open center tools.	1	
10.	Secondary Stowage System: 12 VDC powered motor and pump assembly for temporary operation of the unit in a situation wherein the primary hydraulic source fails. Electric motor is powered by the chassis battery. Control is operated with an air plunger at the platform and a momentary switch located at the lower controls and the outrigger controls. This feature allows the operator to completely stow the booms, platform, and outriggers.	1	
11.	Slip Ring: Required for engine start/stop, secondary stowage system, and throttle control options	1	
12.	Primary A-Frame Outriggers with 5-degree swivel shoe. For installation on a 36 to 40 inch chassis frame height. A. Maximum Spread: 140 inches to the outer edge of shoes B. Ground Penetration: 7 to 11 inches depending on chassis frame height C. Outrigger/Unit Selector Valve D. Outrigger Control Valves: located on the outrigger legs E. Outrigger Motion Alarms F. Outrigger Interlocks: will not allow the unit to be operated until the outriggers have been at least partially deployed	1	
13.	Hydraulic Outrigger Control Valves	1	
14.	Insulating Aerial Device, ANSI Category C, 46kV and Below	1	
15.	Bolt On Grab Handle for Turntable	1	
16.	Custom unit color (specify color code). Orange	1	
17.	Custom Above Rotation Color Orange	1	
18.	Custom Pedestal/Tower Color Gloss Black	1	

Item	Description	Qty	Price
19.	Custom Inner Outrigger Leg Color Gloss Black	1	
20.	Custom Outrigger Housing Color Gloss Black	1	
	Unit & Hydraulic Acc.		
21.	HVI-22 Hydraulic Oil (Standard).	35	
22.	Standard Pump For PTO	1	
23.	Hot shift PTO for automatic transmission	1	
24.	Standard Altec PTO/Machine Functionality: PTO won't engage until parking brake is set. -Once parking (holding) brake is set, PTO and machine functions are enabled. -If parking (holding) brake is disengaged, both PTO and machine functions are disabled.	1	
25.	Standard PTO/Transmission Functionality for Automatic Transmissions - If chassis is in gear, and PTO switch is activated, PTO will not engage. Chassis will remain in gear. Once the chassis is shifted back into gear the PTO will disengage. For some truck configurations the PTO switch must be turned off to allow the transmission to shift into gear.	1	
	Body		
26.	Altec T-48 Thru Box tool compartment 48 inches wide x 50 inches high x 96 inches long (1219 x 1270 x 2438 mm) with 26.5 inch (673 mm) deep curb and street side compartments with the following compartmentation Gloss Black A. Streetside: Single compartment with two vertical barn-style doors. Left side has two (2) fixed shelves with six (6) dividers. Right side has four (4) unequal transverse compartments open to curbside. Compartment bottom has one (1) tray with five (5) removable dividers, 0.125 inch (3.175 mm) rubber liner partitioned for chainsaw gas can and wedge storage. Security chain for chainsaw provided in bottom and wedge storage. Security chain for chainsaw provided in bottom. B. Curbside: Single compartment with two (2) vertical barn-style doors. Left side has four (4) unequal transverse compartments open to streetside. All compartments have 0.125 inch (3.175 mm) rubber shelf liners. Top center has two (2) fixed shelves with six (6) dividers. Top right has six (6) swivel rope hooks (3-0-3). C. Standard features: Bolt-on rotary slam door locks. Gas shock door holders. Door locks are single point with locking cylinders. Finish paint interior compartments the same as exterior. Integrated locking system installed.	1	
27.	Altec Body	1	
28.	Steel Body	1	
29.	Platform/Flatbed	1	
30.	Finish Paint Flatbed Altec White	1	
31.	Finish Paint Flatbed Custom Color (Provide Color And Code) Gloss Black	1	
32.	Undercoat Body	1	

Item	Description	Qty	Price
33.	158" Estimated Flatbed Length (Engineering To Determine Final Length)	1	
34.	3/16" Treadplate Floor	1	
35.	96" Body Width	1	
36.	4 High Flatbed (No Cross Storage Available)	1	
37.	3 Inch High Flatbar Retaining Rails, Corners Notched For Clean-Out	1	
38.	Outrigger Cutout Required	1	
39.	Unit Cutout Required	1	
40.	Light Channels Installed At Rear Of Flatbed	1	
41.	Predesigned T-Box/Saddle Box With Options	1	
42.	Additional Steel Horizontal Storage Box -156"L x 18"D x 18"H steel storage box with three drop down doors -Each door to have single paddle latch and chain retainers -Bottom of boxes lined with masticated rubber -Boxes in stalled on SS and CS along edge of flatdeck	2	
43.	Additional Steel Horizontal Storage Box -60"W x 18"D x 42"H steel cabinet with two barn style doors -Four (4) adjustable shelves with dividers -Installed at front of body, centered between CS and SS boxes. Doors open to rear	1	
	Body and Chassis Accessories		
44.	Cab Guard, 140" L, 12 GA Sheet Metal With Non-Skid Surface And Expanded Metal Section At Front, Black Gator Hyde Coating A. Cab Guard Mounting Kit B. Front Supports For Cab Guard	1	
45.	ICC (Underride Protection) Bumper Installed At Rear	1	
46.	T-100 Style Pintle Hitch (30,000 LB)	1	
47.	Set Of D-Rings for Trailer Safety Chain, Installed one each side of towing device mount.	1	
48.	Pull-Out Drop Down Double Step At Rear -Installed CS at rear	1	
49.	Add Interim Step (Toe Step) As Needed. -Installed CS at rear	1	
50.	Compartment Top Access Step from Body Floor -Installed CS along rear of side opening box for cabguard access. Not to interfere with door on cabinet	1	
51.	Cab Guard Access Stirrup Step(s) With Grab Handle(s) At Curbside Rear Of Cab Guard	1	

Item	Description	Qty	Price
52.	Cab Guard Access Ladder	1	
53.	Platform Rest, Rigid with Rubber Tube	1	
54.	Lower Boom Rest Weldment -Custom boom rest structure built into rear of Flatdeck. -Ref DJ#44879345	1	
55.	Plastic Outrigger Pad, 18" x 18" x 1", Black With Handle	2	
56.	Outrigger Pad Holder, 20" L x 20" W x 3" H, Fits 19.5" x 19.5" x 2" And Smaller Pads, Bolt-On, Bottom Washout Holes, 3/4" Lip Retainer	2	
57.	Pendulum Retainers For Outrigger Pad Holders	2	
58.	Mud Flaps With Altec Logo (Pair)	1	
59.	Wheel Chocks, Rubber, 9.75" L x 7.75" W x 5.00" H, with 4" L Metal Hairpin Style Handle (Pair)	1	
60.	Wheel Chock Holders (Pair), For Installation Under Flatbed Or Dump Body	1	
61.	U-Shaped Grab Handle -For use with CS rear access. One handle integrated into CVS boom rest upright, one inboard on light channel.	2	
62.	Slope Indicator Assembly For Machine With Outriggers	1	
63.	Cone Holder, Horizontal Style with Vertical Pivot (Un-folds Upwards), For Mounting On Front Bumper (Holds up to four 15"x15" large cones)	1	
64.	Driveaway Safety Kit	1	
65.	Vinyl manual pouch for storage of all operator and parts manuals	1	
	Electrical Accessories		
66.	Lights and reflectors in accordance with FMVSS #108 lighting package. (Complete LED, including LED reverse lights)	1	
67.	4-Corner Strobe Lighting, Amber LED,Two (2) Round Lights In Front Corners of Cab Guard and Two (2) Round Lights at Rear	1	
68.	Directional Light Bar, Amber, LED, 34.5" Long	1	
69.	Dual Tone Back-Up With Outrigger Motion Alarm	1	
70.	Altec Standard Multi-Point Grounding System	5	
71.	Altec Backup Camera System, 7" Color LCD Monitor, Heated Infrared Camera with Day/Night Sensor and Audio	1	

A. 7" Color LCD Monitor With LED Backlighting And Proximity Indicators
B. 2 Inputs With Independent Triggers
C. Heated Infrared Camera With Day/Night Sensor And Audio
D. Mirror/Normal View
E. IP68 Rated
F. Wide Viewing Angle (104 Degrees Horizontal x 78 Degrees Vertical)

Item	Description	Qty	Price
	G. 20 Meter Cable Assembly		
72.	PTO Hour Meter, Digital, with 10,000 Hour Display	1	
73.	6-Way Trailer Receptacle (Pin Type) Installed At Rear	1	
74.	Electric Trailer Brake Controller (Tekonsha Voyager #9030)	1	
75.	Install secondary stowage system.	1	
76.	Install Outrigger Interlock System	1	
77.	PTO Indicator Light Installed In Cab	1	
	Finishing Details		
78.	Custom Unit Color Orange	1	
79.	Altec Standard; Components mounted below frame rail shall be coated black by Altec. i.e. step bumpers, steps, frame extension, pintle hook mount, dock bumper mounts, D-rings, receiver tubes, accessory mounts, light brackets, under-ride protection, etc.Components mounted to under side of body shall be coated black by Altec. i.e. Wheel chock holders, mud flap brackets, pad carriers, boxes, lighting brackets, steps, and ladders.	1	
80.	Custom Above Rotation Color Orange	1	
81.	Custom Pedestal Color Gloss Black	1	
82.	Custom Inner Outrigger Leg Color Gloss Black	1	
83.	Custom Outrigger Housing Color Gloss Black	1	
84.	Apply Non-Skid Coating to all walking surfaces	1	
85.	English Safety And Instructional Decals	1	
86.	Vehicle Height Placard - Installed In Cab	1	
87.	Placard, HVI-22 Hydraulic Oil	1	
88.	Dielectric test unit according to ANSI requirements.	1	
89.	Stability test unit according to ANSI requirements.	1	
90.	Pre-delivery / Customer Validation Inspection Required	1	
91.	Focus Factory Build	1	
92.	Delivery Of Completed Unit	1	
93.	Inbound Freight	1	
94.	Installation - LR7-60 Aerial Device	1	

Item	Description	Qty	Price
	Chassis		
95.	Chassis	1	
96.	Supplied Chassis	1	
97.	2020 Model Year	1	
98.	Freightliner M2-106	1	
99.	4x2	1	
100.	144 Clear CA (Round To Next Whole Number)	1	
101.	Regular Cab	1	
102.	Chassis Cab	1	
103.	Other Chassis Color RAL 5002 Ultramarine Blue	1	
104.	Cummins B6.7	1	
105.	260 HP Engine Rating	1	
106.	Allison 3500 RDS Automatic Transmission (Left and Right Side PTO Openings Only)	1	
107.	GVWR 33,000 LBS	1	
108.	12,000 LBS Front GAWR	1	
109.	Spring Suspension	1	
110.	21,000 LBS Rear GAWR	1	
111.	11R22.5 Front Tire	1	
112.	11R22.5 Rear Tire	1	
113.	Air Brakes	1	
114.	Park Brake In Rear Wheels	1	
115.	016-101 - Freightliner Exhaust (Right-Horizontal-Back of Cab - Horizontal)	1	
116.	Freightliner - Clear Area Around Allison PTO Openings (362-1Y0) and (363-011)	1	
117.	Freightliner - Radiator (950 Square Inch) for ISB/B.7 or DD8.1 (SS) (266-078)	1	
118.	Freightliner - Rear Cab Crossmember Flush With Back Of Cab (561-010)	1	
119.	Freightliner PTO Throttle Wiring for Automatic Transmission (163-004) (148-074) (87L-003)	1	
120.	Freightliner Transmission Dipstick Relocated to RH Side of Transmission (346-013)	1	
121.	Freightliner/Allison Body Builder Connection (34C-001)	1	

Item	Description	Qty	Price
122.	No Prewire Chassis	1	
123.	No Idle Engine Shut-Down Required	1	
124.	50-State Emissions	1	
125.	Clean Idle Certification	1	
126.	204-215 Freightliner 50 Gallon Fuel Tank (Left Hand Under Cab)	1	
127.	23U-001, 43X-002 Freightliner 6 Gallon DEF Tank (Under Cab Left Hand)	1	
128.	Chassis Without Front Frame Extensions	1	
129.	Battery Under Cab Left Hand	1	
130.	No Air Horn	1	
131.	AM/FM Radio	1	
132.	Air Conditioning	1	
133.	Cruise Control	1	
134.	Keyless Entry	1	
135.	Power Door Locks	1	
136.	Block Heater	1	
137.	Driver Controlled Locking Differential	1	
138.	Air Ride Drivers Seat	1	
139.	Other Seat Options -2 Man passenger bench	1	
	Additional Pricing		
140.	Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty	1	

Altec Industries, Inc.

BY _____

Mark Floyd Jarrell

Notes:

1 Altec takes pride in offering solutions that provide a safer work environment for our customers. In an effort to focus on safety, we would encourage you to consider the following items:

Outrigger pads (When Applicable)
Fall Protection System
Fire extinguisher/DOT kit
Platform Liner (When Applicable)
Altec Sentry Training
Wheel Chocks

The aforementioned equipment can be offered in our new equipment quotations. If you find that any of these items have not been listed as priced options with an item number in the body of your quotation and are required by your company, we would encourage you to contact your Altec Account Manager and have an updated quote version sent to you. These options must be listed with an item number in the quotation for them to be supplied by Altec.

2 Altec Standard Warranty:

One (1) year parts warranty.

One (1) year labor warranty.

Ninety (90) days warranty for travel charges.

Warranty on structural integrity of the following major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables.

Altec is to supply a self-directed, computer based training (CBT) program. This program will provide basic instruction in the safe operation of this aerial device. This program will also include and explain ANSI and OSHA requirements related to the proper use and operation of this unit.

Altec offers its standard limited warranty with the Altec supplied components which make up the Altec Unit and its installation, but expressly disclaims any and all warranties, liabilities, and responsibilities, including any implied warranties of fitness for a particular purpose and merchantability, for any customer supplied parts

Altec designs and manufactures to applicable Federal Motor Vehicle Safety and DOT standards

3 F.O.B. - Customer Site

4 Unless otherwise noted, all measurements used in this quote are based on a 40 inch (1016mm) chassis frame height and standard cab height for standard configurations.

5 Altec Extended Warranty Option:

An Altec Extended Warranty is an extension of Altec's Limited Warranty and protects you from the repair cost associated with defects of materials and workmanship after the standard Limited Warranty expires.

Altec offers many types of coverages and coverage packages. Ask your Altec account manager for details. Quotes are available upon request.

6 Changes made to this order may affect whether or not this vehicle is subject to F.E.T. A review will be made at the time of invoicing and any applicable F.E.T. will be added to the invoice amount.

7 Price does not reflect any local, state or Federal Excise Taxes (F.E.T). The quote also does not reflect any local title or licensing fees. All appropriate taxes will be added to the final price in accordance with regulations in effect at time of invoicing.

8 Any payment made by credit card may be subject to a 3% convenience fee.

9 Delivery: 300-330 days after receipt of order PROVIDING:
A. Order is received within 14 days from the date of the quote. If initial timeframe expires, please contact your Altec representative for an updated delivery commitment.
B. Customer supplied chassis is received a minimum of sixty (60) days before scheduled delivery.
C. Customer approval drawings are returned by requested date.
D. Customer supplied accessories are received by date necessary for compliance with scheduled delivery.
E. Customer expectations are accurately captured prior to major components being ordered (body, chassis) and line set date. Unexpected additions or changes made after this time or at a customer inspection will delay the delivery of the vehicle.

Altec reserves the right to change suppliers in order to meet customer delivery requirements, unless specifically identified, by the customer, during the quote and or ordering process.

10 Trade-in offer is conditional upon equipment being maintained to DOT (Department of Transportation) operating and safety standards and remaining in compliance of DOT until arrival at an Altec Facility. This will include, but is not limited to engine, tires, lights, brakes, glass, etc. All equipment, i.e., jibs, winches, pintle hooks, trailer connectors, etc., are to remain with unit unless otherwise agreed upon in writing by both parties. ALTEC Industries reserves the right to re-negotiate its trade-in offer if these conditions are not met.

All reasonable and necessary expenses required of ALTEC Industries to execute transportation of the trade-in will be invoiced to the customer for payment if these conditions are not met to maintain DOT standards.

Customer may exercise the option to rescind this agreement in writing within sixty (60) days after receipt of purchase order. After that time ALTEC Industries will expect receipt of trade-in vehicle upon delivery of new equipment as part of the terms of the purchase order unless other arrangements have been made.

11 This quotation is valid until JAN 17, 2019. After this date, please contact Altec Industries, Inc. for a possible extension.

12 After the initial warranty period, Altec Industries, Inc. offers mobile service units, in-shop service and same day parts shipments on most parts from service locations nationwide at an additional competitive labor and parts rate. Call 877-GO-ALTEC for all of your Parts and Service needs.

13 Please email Altec Capital at finance@altec.com or call 888-408-8148 for a lease quote today.

14 Please direct all questions to Jenny Carlson at (919) 528-2535

Sourcewell

Altec Industries

Utility, Tree Care, Lights & Signs Equipment

#012418-ALT

Maturity Date: 03/14/2022

Products & Services

Sourcewell contract 012418-ALT gives access to the following types of goods and services:

- Aerial Devices
- Digger Derricks
- Boom Truck Cranes
- Knuckle Boom Cranes
- Wood Chippers
- Pressure Diggers
- Service Bodies
- Chip Dump Bodies
- Cable Handling
- Trailers
- Tools and Accessories
- Training

National Joint Powers Alliance®

REQUEST FOR PROPOSAL

for the procurement of

PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES

RFP Opening

JANUARY 25, 2018

8:30 a.m. Central Time

At the offices of the

National Joint Powers Alliance®

202 12th Street Northeast, Staples, MN 56479

RFP #012418

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #012418 PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES. Details of this RFP are available beginning December 7, 2017. Details may be obtained by letter of request to Chris Robinson, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until January 24, 2018 at 4:30 p.m. Central Time at the above address and opened January 25, 2018 at 8:30 a.m. Central Time.

RFP Timeline

December 7, 2017	**Publication of RFP in the print and online version of *USA Today*, in the print and online version of the *Salt Lake News* within the State of Utah, in the print and online version of the *Daily Journal of Commerce* within the State of Oregon (note: OR entities this pertains to: http://www.njpacoop.org/oregon-advertising and also RFP Appendix B), in the print and online version of *The State* within the State of South Carolina, the NJPA website, MERX, Noticetobidders.com, PublicPurchase.com, Biddingo, and Onvia.**
January 9, 2018 10:00 a.m. CT	**Pre-Proposal Conference (the webcast/conference call). The connection information will be sent to all inquirers two business days before the conference.**
January 17, 2018	**Deadline for RFP questions.**
January 24, 2018 4:30 p.m. CT	**Deadline for Submission of Proposals. Late responses will be returned unopened.**
January 25, 2018 8:30 a.m. CT	**Public Opening of Proposals.**

Direct questions regarding this RFP to: Chris Robinson at chris.robinson@njpacoop.org or (218) 895-4168.

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1 DEFINITIONS

A. CONTRACT

Contract means this RFP, current pricing information, fully executed Forms C, D, F, & P from the Proposer's response pursuant to this RFP, and a fully executed Form E ("Acceptance and Award") with final terms and conditions. Form E will be executed after a formal award and will provide final clarification of terms and conditions of the award.

B. PROPOSER

A Proposer is a company, person, or entity delivering a timely response to this RFP. This RFP may also use the terms "respondent" or "proposed Vendor," which is interchangeable with Proposer as the context allows.

C. SOURCED GOOD or OPEN MARKET ITEM

A Sourced Good or Open Market Item is a product within the RFP's scope 1) that is not currently available under the Vendor's NJPA contract, 2) that a member wants to buy under contract from an awarded Vendor, and 3) that is generally deemed incidental to the total transaction or purchase of contract items.

D. VENDOR

A Proposer whose response has been awarded a contract pursuant to this RFP.

2 ADVERTISEMENT OF RFP

2.1 NJPA advertises this solicitation: 1) in the hard copy print and online editions of the USA Today; 2) once each in Oregon's Daily Journal of Commerce, South Carolina's The State and Utah's Salt Lake Tribune; 3) on NJPA's website; and 4) on other third-party websites deemed appropriate by NJPA. Other third-party advertisers may include Onvia, PublicPurchase.com, MERX, and Biddingo.

2.2 NJPA also notifies and provides solicitation documentation to each state-level procurement departments for possible re-posting of the solicitation within their systems and at their option for future use and to meet specific state requirements.

3 INTRODUCTION

A. ABOUT NJPA

3.1 The National Joint Powers Alliance® (NJPA) is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership. Eligible membership and participation includes states, cities, counties, all government agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations.

3.2 Under the authority of Minnesota state laws and enabling legislation, NJPA facilitates a competitive solicitation and contracting process on behalf of the needs of itself and the needs of current and potential member agencies nationally. This process results in national procurement contracts with various Vendors of products/equipment and services which NJPA Member agencies desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of NJPA cooperative procurement contracts can be found at www.njpacoop.org.

3.3 NJPA is a public agency governed by publicly elected officials that serve as the NJPA Board of Directors. NJPA's Board of Directors oversees and authorizes the calls for all new proposals and holds those resulting Contracts for the benefit of its own and its Members use.

3.4 NJPA currently serves over 50,000 member agencies nationally. Both membership and utilization of NJPA contracts continue to expand, due in part to the increasing acceptance of Cooperative Purchasing throughout the government and education communities nationally.

B. JOINT EXERCISE OF POWERS LAWS

3.5 NJPA cooperatively shares those contracts with its Members nationwide through various Joint Exercise of Powers Laws or Cooperative Purchasing Statutes established in Minnesota, other states and Canadian provinces. The Minnesota Joint Exercise of Powers Law is Minnesota Statute §471.59 which states "Two or more governmental units…may jointly or cooperatively exercise any power common to the contracting parties…" This Minnesota Statute allows NJPA to serve Member agencies located in all other states. Municipal agencies nationally can participate in cooperative purchasing activities under their own state law. These laws can be found on our website at http://www.njpacoop.org/national-cooperative-contract-solutions/legal-authority/.

3.5.1 For Members within the Commonwealth of Virginia, this RFP is intended to be a "joint procurement agreement" as described in Vir. Code § 2.2-4304(A), and those Virginia Members identified in Appendix C may agree to be a Joint Purchaser under this RFP.

C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

3.6 National Cooperative Procurement Contracts create value for Municipal and Public Agencies, as well as for Vendors of products/equipment and services in a variety of ways:

3.6.1 National cooperative contracts potentially save time and effort for municipal and public agencies, who otherwise would have to solicit vendor responses to individual RFPs, resulting in individual contracts, to meet the procurement needs of their respective agencies. Considerable time and effort is also potentially saved by the Vendors who would have had to otherwise respond to each of those individual RFPs. A single, nationally advertised RFP, resulting in a single, national cooperative contract can potentially replace thousands of individual RFPs for the same equipment/products/services that might have been otherwise advertised by individual NJPA member agencies.

3.6.2 NJPA contracts offer our Members nationally leveraged volume purchasing discounts. Our contract terms and conditions offer the opportunity for Vendors to recognize individual member procurement volume commitment through additional volume based contract discounts.

3.7 State laws that permit or encourage cooperative purchasing contracts do so with the belief that cooperative efficiencies will result in lower prices, better overall value, and considerable time savings.

3.8 The collective purchasing power of thousands of NJPA Member agencies nationwide offers the opportunity for volume pricing discounts. Although no sales or sales volume is guaranteed by an NJPA Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.

3.9 NJPA and its Members desire the best value for their procurement dollar as well as a competitive price. Vendors have the opportunity to display and highlight value-added attributes of their company, equipment/products and services without constraints of a typical individual proposal process.

D. THE INTENT OF THIS RFP

3.10. National contract awarded by NJPA: NJPA seeks the most responsive and responsible Vendor relationship(s) to reflect the best interests of NJPA and its Member agencies. Through a competitive proposal and evaluation process, the NJPA Proposal Evaluation Committee recommends vendors for a national contract awarded by the action of the NJPA Chief Procurement Officer. NJPA's primary intent is to establish and provide a national cooperative procurement contract that offer opportunities for NJPA and our current and potential Member agencies throughout the United States and Canada to procure quality product/equipment and services as desired and needed. The contracts will be marketed nationally through a cooperative effort between the awarded vendor(s) and NJPA. Contracts are expected to offer price levels reflective of the potential and collective volume of NJPA and the nationally established NJPA membership base.

3.11 Beyond our primary intent, NJPA further desires to:

3.11.1 Award a four-year contract with a fifth-year contract option resulting from this RFP. Any fifth-year extension is exercised at NJPA's discretion and results from NJPA's contracting needs or from Member requests; this extension is not intended merely to accommodate an awarded Vendor's request. If NJPA grants a fifth-year extension, it may also terminate the contract (or cause it to expire) within the fifth year if the extended contract is replaced by a resolicited or newly solicited contract. In exigent circumstances, NJPA may petition NJPA's Board of Directors to extend the contract term beyond five years. This rarely used procedure should be employed only to avoid a gap in contract coverage while a replacement contract is being solicited;

3.11.2 Offer and apply any applicable technological advances throughout the term of a contract resulting from this RFP;

3.11.3 Deliver "Value Added" aspects of the company, equipment/products and services as defined in the "Proposer's Response";

3.11.4 Deliver a wide spectrum of solutions to meet the needs and requirements of NJPA and NJPA Member agencies; and

3.11.5 Award an exclusive contract to the most responsive and responsible vendor when it is deemed to be in the best interest of NJPA and the NJPA Member agencies.

3.12 Exclusive or Multiple Awards: Based on the scope of this RFP and on the responses received, NJPA may award either an exclusive contract or multiple contracts. In some circumstances, a single national supplier may best meet the needs of NJPA Members; in other situations, multiple vendors may be in the best interests of NJPA and the NJPA Members and preferred by NJPA to provide the widest array of solutions to meet the member agency's needs. NJPA retains sole discretion to determine which approach is in the best interests of NJPA Member agencies.

3.13 Non-Manufacturer Awards: NJPA reserves the right to make an award under this RFP to a non-manufacturer or dealer/distributor if such action is in the best interests of NJPA and its Members.

3.14 Manufacturer as a Proposer: If the Proposer is a manufacturer or wholesale distributor, the response received will be evaluated on the basis of a response made in conjunction with that manufacturer's authorized dealer network. Unless stated otherwise, a manufacturer or wholesale distributor Proposer is assumed to have a documented relationship with their dealer network where that dealer network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this RFP on behalf of the manufacturer or wholesale distributor Proposer. Any such dealer will be considered a sub-contractor of the Proposer/Vendor. The relationship between the manufacturer and wholesale distributor Proposer and its dealer network may be proposed at the time of the submission if that fact is properly identified.

3.15 Dealer/Reseller as a Proposer: If the Proposer is a dealer or reseller of the products and/or services being proposed, the response will be evaluated based on the Proposer's authorization to provide those products and services from their manufacturer. When requested by NJPA, Proposers must document their authority to offer those products and/or services.

E. SCOPE OF THIS RFP

3.16 Scope: The scope of this RFP is to award a contract to a qualifying vendor defined as a manufacturer, provider, or dealer/distributor, established as a Proposer, and deemed responsive and responsible through our open and competitive proposal process. Vendors will be awarded contracts based on the proposal and responders demonstrated ability to meet the expectations of the RFP and demonstrate the overall highest valued solutions which meet and/or exceed the current and future needs and requirements of NJPA and its Member agencies nationally within the scope of PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES.

3.17 Additional Scope Definitions: In addition to PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES, **this solicitation should be read to include, but not to be limited to:**

3.17.1 Chassis-mounted, trailer-mounted, and self-propelled (wheel or track):

3.17.1.1 telescopic, articulated, mast, and boom, aerial lifts, towers, buckets, and platforms; and,

3.17.1.2 derricks, diggers, pole jacks, and cable placers, stringers, tensioners, pullers, and reels.

3.17.2 Chassis-mounted, trailer-mounted, and self-propelled (wheel or track), trenchers, directional drilling, thrust, and boring machines, pipeline drills, and soil piercing tools.

3.17.3 Equipment offering a combination of the functions described in subsections 3.17.1 and 3.17.2.

3.17.4 Pumps equal to or exceeding 20HP, such as mud pumps, trash pumps, diesel-driven/hydraulic-driven/electrically-driven centrifugal pumps, and other pumps used in municipal applications such as lift stations, sewage treatment, water treatment, collection systems and dewatering. (A pump proposal may include pump models under 20HP so long as those offerings are incidental to a primary offering of 20HP or higher models.)

3.17.5 Chassis-mounted, trailer-mounted, or skid-mounted hydro and/or vacuum excavators for the purpose of utility (gas, electric, water or telecom) infrastructure installation, but not for the purpose of sewer cleaning, catch basin cleaning, jet rodding/jet flushing, wet well/lift station cleaning or storm line cleaning (See NJPA RFP #122017).

3.17.6 NJPA reserves the right to limit the scope of this solicitation for NJPA and current and potential NJPA member agencies.

3.17.6.1 This solicitation should NOT be construed to include any of the following:

a. heavy construction equipment (see NJPA RFP #032515);
b. skid steers or excavators (see NJPA RFP #042815);
c. trailers (see NJPA RFP #052015);
d. sewer vaccum, hydro-excavation or street sweeping and broom equipment (See NJPA RFP #122017);
e. truck chassis-only proposals (see NJPA RFP #081716) or,
e. ag tractors (see NJPA RFP #021815).

3.18 Overlap of Scope: When considering equipment/products/services, or groups of equipment/ products/services submitted as a part of your response, and whether inclusion of such will fall within a "Scope of Proposal," please consider the validity of an inverse statement.

3.18.1 For example, pencils and post-it-notes can generally be classified as office supplies and office supplies generally include pencils and post-it-notes.

3.18.2 In contrast, computers (PCs and peripherals) can generally be considered office supplies; however, the scope of office supplies does not generally include computer servers and infrastructure.

3.18.3 In conclusion: With this in mind, individual products and services must be examined individually by NJPA, from time to time and in its sole discretion, to determine their compliance and fall within the original "Scope" as intended by NJPA.

3.19 Best and Most Responsive – Responsible Proposer: It is the intent of NJPA to award a Contract to the best and most responsible and responsive Proposer(s) offering the best overall quality and selection of equipment/products and services meeting the commonly requested specifications of the NJPA and NJPA Members, provided the Proposer's Response has been submitted in accordance with the requirements of this RFP. Qualifying Proposers who are able to anticipate the current and future needs and requirements of NJPA and NJPA member agencies; demonstrate the knowledge of any and all applicable industry

standards, laws and regulations; and possess the willingness and ability to distribute, market to and service NJPA Members in all 50 states are preferred. NJPA requests proposers submit their entire product line as it applies and relates to the scope of this RFP.

3.20 Sealed Proposals: NJPA will receive sealed proposal responses to this RFP in accordance with accepted standards set forth in the Minnesota Procurement Code and Uniform Municipal Contracting Law. Awards may be made to responsible and responsive Proposers whose proposals are determined in writing to be the most advantageous to NJPA and its current or qualifying future NJPA Member agencies.

3.21 Use of Contract: Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of NJPA and its Members. NJPA and/or its members reserve the right to obtain like equipment/products and services solely from this contract or from another contract source of their choice or from a contract resulting from their own procurement process.

3.22 Awarded Vendor's interest in a contract resulting from this RFP: Awarded Vendors will be able to offer to NJPA, and current and potential NJPA Members, only those products/equipment and services specifically awarded on their NJPA Awarded Contract(s). Awarded Vendors may not offer as "contract compliant," products/equipment and services which are not specifically identified and priced in their NJPA Awarded Contract.

3.23 Sole Source of Responsibility- NJPA desires a "Sole Source of Responsibility" Vendor. This means that the Vendor will take sole responsibility for the performance of delivered equipment/products/ services. NJPA also desires sole responsibility with regard to:

3.23.1 Scope of Equipment/Products/Services: NJPA desires a provider for the broadest possible scope of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of NJPA current and potential Members.

3.23.2 Vendor use of sub-contractors in sourcing or delivering equipment/product/services: NJPA desires a single source of responsibility for equipment/products and services proposed. Proposers are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the equipment/products/services being proposed. Vendor assumes all responsibility for the equipment/products/services and actions of any such Sub-Contractor. Suggested Solutions Options include:

3.23.3 Multiple solutions to the needs of NJPA and NJPA Members are possible. Examples could include:

3.23.3.1 Equipment/Products Only Solution: Equipment/Products Only Solution may be appropriate for situations where NJPA or NJPA Members possess the ability, either in-house or through local third party contractors, to properly install and bring to operation those equipment/products being proposed.

3.23.3.2 Turn-Key Solutions: A Turn-Key Solution is a combination of equipment/products and services that provides a single price for equipment/products, delivery, and installation to a properly operating status. Generally this is the most desirable solution because NJPA and NJPA Members may not possess, or desire to engage, personnel with the necessary expertise to complete these tasks internally or through other independent contractors

3.23.3.3 Good, Better, Best: Where appropriate and properly identified, Proposers may offer the choice "of good, better, best" multiple-grade solutions to meet NJPA Members' needs.

3.23.3.4 Proven – Accepted – Leading-Edge Technology: Where appropriate and properly identified, Proposers may provide a spectrum of technology solutions to complement or enhance the proposed solutions to meet NJPA Members' needs.

3.23.4 If applicable, Contracts will be awarded to Proposer(s) able to deliver a proposal meeting the entire needs of NJPA and its Members within the scope of this RFP. NJPA prefers Proposers submit their complete product line of products and services described in the scope of this RFP. NJPA reserves the right to reject individual, or groupings of specific equipment/products and services proposals as a part of the award.

3.24 Geographic Area to be Proposed: This RFP invites proposals to provide PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES to NJPA and NJPA Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to NJPA Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability and willingness to serve Canada, for instance, will be viewed as a value-added attribute.

3.25 Contract Term: At NJPA's option, a Contract resulting from this RFP will become effective either on the date awarded by the NJPA Board of Directors or on the day following the expiration date of an existing NJPA procurement contract for the same or similar product/equipment and services.

3.25.1 NJPA is seeking a Contract base term of four years as allowed by Minnesota Contracting Law. Full term is expected. However, one additional one-year renewal/extension may be offered by NJPA to Vendor beyond the original four year term if NJPA deems such action to be in the best interests of NJPA and its Members. NJPA reserves the right to conduct periodic business reviews throughout the term of the contract.

3.26 Minimum Contract Value: NJPA anticipates considerable activity resulting from this RFP and subsequent award; however, no commitment of any kind is made concerning actual quantities to be acquired. NJPA does not guarantee usage. Usage will depend on the actual needs of the NJPA Members and the value of the awarded contract.

3.27 [This section is intentionally blank.]

3.28 Contract Availability: This Contract must be available to all current and potential NJPA Members who choose to utilize this NJPA Contract to include all governmental and public agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.

3.28.1 With respect to Members within the Commonwealth of Virginia, this RFP is intended to be a "joint procurement agreement" as described in Vir. Code § 2.2-4304(A), and those Virginia Members identified in Appendix C must be allowed to use this Contract as a Joint Purchaser.

3.29 Proposer's Commitment Period: In order to allow NJPA the opportunity to evaluate each proposal thoroughly, NJPA requires any response to this solicitation be valid and irrevocable for ninety (90) days after the date proposals are opened.

F. EXPECTATIONS FOR EQUIPMENT/PRODUCTS AND SERVICES BEING PROPOSED

3.30 Industry Standards: Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES industry, as they are generally understood and accepted within that industry across the nation. Submitted products/equipment, related services and accessories, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated standards, needs, expectations, and requirements of NJPA and its Members.

3.30.1 Deviations from industry standards must be identified by the Proposer and explained how, in their opinion, the equipment/products and services they propose will render equivalent functionality, coverage, performance, and/or related services. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire proposal.

3.30.2 Technical Descriptions/Specifications. Excessive technical descriptions and specifications that unduly enlarge the proposal response may cause NJPA to reduce the evaluation points awarded on Form G. Proposers must supply sufficient information to:

3.30.2.1 demonstrate the Proposer's knowledge of industry standards and Member agency needs and expectations;

3.30.2.2 Identify the equipment/products and services being proposed as applicable to the needs and expectations of NJPA Member agencies; and

3.30.2.3 differentiate equipment/products and services from other industry manufacturers and providers.

3.31 New Current Model Equipment/Products: Proposals submitted shall be for new, current model equipment/products and services with the exception of certain close-out products allowed to be offered on the Proposer's "Hot List" described herein.

3.32 Compliance with laws and standards: All items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes.

3.33 Delivered and operational: Products/equipment offered herein are to be proposed based upon being delivered and operational at the NJPA Member's site. Exceptions to "delivered and operational" must be clearly disclosed in the "Total Cost of Acquisition" section of the proposal.

3.34 Warranty: The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer's warranty that includes materials and labor. The Proposer has the primary responsibility to submit product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the warranty will be passed on to the NJPA member. Failure to submit a minimum warranty may result in non-award.

3.35 Additional Warrants: The Proposer warrants that all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, Proposer/Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.

G. SOLUTIONS-BASED SOLICITATION

3.36 The NJPA solicitation and contract award process is not based on detailed specifications. Instead, this RFP is a "Solutions-Based Solicitation." NJPA expects respondents to understand and anticipate the current and future needs of NJPA and its members—within the scope of this RFP—and to propose solutions that are commonly desired or required by law or industry standards. Proposal will be evaluated in part on your demonstrated ability to meet or exceed the needs and requirements of NJPA and our member agencies within the defined scope of this RFP.

3.37 While NJPA does not typically provide product and service specifications, the RFP may contain scope refinements and industry-specific questions. Where specific items are specified, those items should be considered the minimum required, which the proposal can exceed in order to meet Members' needs. NJPA may award all of the respondent's proposal or may limit the award to a subset of the proposal.

3 INSTRUCTIONS FOR PREPARING YOUR PROPOSAL

A. INQUIRY PERIOD

4.1 The inquiry period begins on the date of first advertisement and continues until to the Deadline for Submission." RFP packages will be distributed to potential Vendors during the inquiry period.

B. PRE-PROPOSAL CONFERENCE

4.2 A pre-proposal conference will be held at the date and time specified in the timeline on page one of this RFP. Conference information will be sent to all potential Proposers, and attendance is optional. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and NJPA's competitive contracting process. Only answers issued in writing by NJPA to questions asked before or during the pre-proposal conference are binding on the parties to an awarded contract.

C. IDENTIFICATION OF KEY PERSONNEL

4.3 Awarded Vendors will designate one senior staff member to represent the Vendor to NJPA. This contact person will correspond with members for technical assistance, questions, or concerns that may arise, including instructions regarding different contacts for different geographical areas or product lines.

4.4 These designated individuals should also act as the primary contact for marketing, sales, and any other area deemed essential by the Proposer and NJPA.

D. PROPOSER'S EXCEPTIONS TO TERMS AND CONDITIONS

4.5 Any exceptions, deviations, or contingencies regarding this RFP that a Proposer requests must be documented on Form C, Exceptions To Proposal, Terms, Conditions And Solutions Request.

4.6 Exceptions, deviations or contingencies requested in the Proposer's response, while possibly necessary in the view of the Proposer, may result in lower scoring or disqualification of a proposal.

E. PROPOSAL FORMAT

4.7 All Proposers must examine the entire RFP package to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal.

4.8 All proposals must be properly labeled and sent to "The National Joint Powers Alliance, 202 12th Street NE Staples, MN 56479."

4.9 All proposals must be physically delivered to NJPA at the above address with all required hard copy documents and signature forms/pages inserted as loose pages at the front of the Vendor's response. The proposal must include these items.

4.9.1 Hard copy original of completed, signed, and dated Forms C, D, F; hard copy of the signed signature-page only from Forms A and P from this RFP;

4.9.2 Signed hard copies of all addenda issued for the RFP;

4.9.3 Hard copy of Certificate of Insurance verifying the coverage identified in this RFP; and

4.9.4 A complete copy of your response on a flash drive (or other approved electronic means). The electronic copy must contain completed Forms A, B, C, D, F, and P, your statement of products and pricing (including apparent discount), and all appropriate attachments. In order to ensure that your full response is evaluated, you must provide an electronic version of any material that you provide in a hard copy format.

As a public agency, NJPA's proposals, responses, and awarded contracts are a matter of public record, except for such data that is classified as nonpublic. Accordingly, public data is available for review through a properly submitted public records request. To redact nonpublic information from your proposal (under Minnesota Statute §13.37), you must make your request within thirty (30) days of the contract award or non-award date.

4.10 All Proposal forms must be submitted in English and must be legible. All appropriate forms must be executed by an authorized signatory of the Proposer. Blue ink is preferred for signatures.

4.11 Proposal submissions should be submitted using the electronic forms provided. Proposers that use alternative documents are responsible for ensuring that the content is substantially similar to the NJPA form and that the document is readable by NJPA.

4.12 The Proposer must ensure that the proposal is in the physical possession of NJPA before the submission deadline.

4.12.1 Proposals must be submitted in a sealed envelope or box properly addressed to NJPA and prominently identifying the proposal number, proposal category name, the message **"Hold for Proposal Opening,"** and the deadline for proposal submission. NJPA is not responsible for untimely proposals. Proposals received by the deadline for proposal submission will be opened and the name of each Proposer and other appropriate information will be publicly read.

4.13 Proposers are responsible for checking directly with the NJPA website for any addendums to this RFP. Addendums to this RFP can change the terms and conditions of the RFP, including the proposal submission deadline.

F. QUESTIONS AND ANSWERS ABOUT THIS RFP

4.14 Upon examination of this RFP document, Proposer should promptly notify NJPA of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections, and changes to this RFP will be considered by NJPA through a written addendum. Interpretations, corrections, or changes that are made in any other manner are not binding, and Proposers must not rely on them.

4.15 Submit all questions about this RFP, in writing, referencing PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES to Chris Robinson at NJPA 202 12th Street NE, Staples, MN 56479 or to RFP@njpacoop.org. You may also call Chris Robinson at (218) 895-4168. NJPA urges potential Proposers to communicate all concerns well in advance of the submission deadline to avoid misunderstandings. Questions received within seven (7) days before the submission deadline generally cannot be answered. NJPA may, however, field purely procedural questions, questions about NJPA-issued addenda, or questions involving a Proposer withdrawing its response before the RFP submission deadline.

4.16 If NPJA deems that its answer to a question has a material impact on other potential Proposers or on the RFP itself, NJPA will create an addendum to this RFP.

4.17 If NJPA deems that its answer to a question merely clarifies the existing terms and conditions and does not have a material impact on other potential Proposers or the RFP itself, no further documentation of that question is required.

4.18 Addenda are written instruments issued by NJPA that modify or interpret the RFP. All addenda issued by NJPA become a part of the RFP. Addenda will be delivered to all Potential Proposers using the same method of delivery of the original RFP material. NJPA accepts no liability in connection with the delivery of any addenda. Copies of addenda will also be made available on the NJPA website at www.njpacoop.org (under "Current and Pending Solicitations") and from the NJPA offices. All Proposers must acknowledge their receipt of all addenda in their proposal response.

4.19 Any amendment to a submitted proposal must be in writing and must be delivered to NJPA by the RFP submission deadline.

4.20 through 4.21 [These sections are intentionally blank.]

G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

4.22 A submitted proposal must not be modified, withdrawn, or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened. Before the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the NJPA Procurement Manager. Such notice must be submitted in writing and must include the signature of the Proposer. The notice must be delivered to NJPA before the deadline for submission of proposals and must be so worded as not to reveal the content of the original proposal. The original proposal will not be physically returned to the potential Proposer until after the official proposal opening. Withdrawn proposals may be resubmitted up to the time designated for the receipt of the proposals if they fully conform with the proposal instructions.

H. PROPOSAL OPENING PROCEDURE

4.23 Sealed and properly identified responses for this RFP entitled PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES will be received by Chris Robinson, Procurement Manager, at NJPA Offices, 202 12th Street NE, Staples, MN 56479 until the deadline identified on page one of this RFP. All Proposal responses must be submitted in a sealed package. The outside of the package must plainly identify PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES and the RFP number. To avoid premature opening, the Proposer must label the Proposal response properly. **NJPA documents the receipt of proposals by immediately time- and date-stamping them.** At the time of the public opening, the NJPA Director of Procurement or a representative from the NJPA Proposal Evaluation Committee will read the Proposer's names aloud and will determine whether each submission has met Level-1 responsiveness.

I. NJPA'S RIGHTS RESERVED

4.24 NJPA may exercise the following rights with regard to the RFP.

4.24.1 Reject any and all proposals received in response to this RFP;

4.24.2 Disqualify any Proposer whose conduct or proposal fails to conform to the requirements of this RFP;

4.24.3 Duplicate without limitation all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the proposal;

4.24.4 Consider and accept for evaluation a late modification of a proposal if 1) the proposal itself was submitted on time, 2) the modifications were requested by NJPA, and 3) the modifications make the terms of the proposal more favorable to NJPA or its members;

4.24.5 Waive any non-material deviations from the requirements and procedures of this RFP;

4.24.6 Extend the Contract, in increments determined by NJPA, not to exceed a total Contract term of five years;

4.24.7 Cancel the Request for Proposal at any time and for any reason with no cost or penalty to NJPA;

4.24.8 Correct or amend the RFP at any time with no cost or penalty to NJPA. If NJPA corrects or amends any segment of the RFP after submission of proposals and before the announcement of the awarded Vendor, all proposers will be afforded a reasonable opportunity to revise their proposals in order to accommodate the RFP amendment and the new submission dates. NJPA will not be liable for any errors in the RFP or other responses related to the RFP; and

4.24.9 Extend proposal due dates.

4 PRICING

5.1 NJPA requests that potential Proposers respond to this RFP only if they are able to offer a wide array of products and services at lower prices and with better value than what they would ordinarily offer to a single government agency, a school district, or a regional cooperative.

5.2 This RFP requests pricing for an indefinite quantity of products or related services with potential national sales distribution and service. While most RFP categories represent significant sales opportunities, NJPA makes no guarantees about the quantity of products or services that members will purchase. **The estimated annual value of this contract is $65 Million.**

Vendors are expected to anticipate additional volume through potential government, educational, and not-for-profit agencies that would find value in a national contract awarded by NJPA.

5.3 Regardless of the payment method selected by NJPA or an NJPA member, the total cost associated with any purchase option of the products and services must always be disclosed in the proposal and at the time of purchase.

5.4 All proposers must submit "Primary Pricing" in the form of either "Line-Item Pricing," or "Percentage Discount from Catalog Pricing," or a combination of these pricing strategies. Proposers are also encouraged to offer optional pricing strategies such as "Hot List," "Sourced Products," and "Volume Discounts," as well as financing options such as leasing. All pricing documents should include a clear effective date.

A. LINE-ITEM PRICING

5.5 Line-item pricing is a pricing format in which individual products or services are offered at specific Contract prices. Products or services are individually priced and described by characteristics such as manufacture name, stock or part number, size, or functionality. This method of pricing may offer the least amount of confusion, but Proposers with a large number of items may find this method cumbersome. In these situations, a percentage discount from catalog or category pricing model may make more sense and may increase the clarity of the contract pricing format.

5.6 All line-item pricing items must be numbered, organized, sectioned (including SKUs, when applicable), and prepared to be easily understood by the Evaluation Committee and members.

5.7 Submit Line-Item Pricing items in an Excel spreadsheet format and include all appropriate identification information necessary to discern the line item from other line items in each Responder's proposal.

5.8 Line-item pricing must be submitted to NJPA in a searchable spreadsheet format (e.g., Microsoft® Excel®) in order to facilitate quickly finding any particular item of interest. For that reason, Proposers are responsible for providing the appropriate product and service identification information along with the pricing information that is typically found on an invoice or price quote for such product or services.

5.9 All products or services typically appearing on an invoice or price quote must be individually priced and identified on the line-item price sheet, including any and all ancillary costs.

5.10 Proposers should provide both a published "List Price" as well as a "Proposed Contract Price" in their pricing matrix. Published List Price will be the standard "quantity of one" price currently available to government and educational customers, excluding cooperative and volume discounts.

B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY

5.11 This pricing model involves a specific percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services being proposed.

5.12 Individualized percentage discounts can be applied to any number of defined product groupings.

5.13 A percentage discount from MSRP may be applied to all elements identified in MSRP, including all manufacturer options applicable to the products or services.

5.14 When a Proposer elects to use "Percentage Discount from Catalog or Category," Proposer will be responsible for providing and maintaining current published MSRP with NJPA, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.

C. COST PLUS A PERCENTAGE OF COST

5.15 "Cost plus a percentage of cost" as a primary pricing mechanism is not desirable. It is, however, acceptable for pricing sourced goods or services.

D. HOT LIST PRICING

5.16 Where applicable, a Vendor may opt to offer a specific selection of products or services, defined as "Hot List" pricing, at greater discounts than those listed in the standard Contract pricing. All product and service pricing, including the Hot List Pricing, must be submitted electronically in a format that is acceptable to NJPA. Hot List pricing must be submitted in a line-item format. Products and services may be added or removed from the Hot List at any time through an NJPA Price and Product Change Form.

5.17 Hot List program and pricing may also be used to discount and liquidate close-out and discontinued products and services as long as those close-out and discontinued items are clearly labeled as such. Current ordering process and administrative fees apply. This option must be published and made available to all NJPA Members.

E. CEILING PRICE

5.18 Proposal pricing is to be established as a ceiling price. At no time may the proposed products or services be offered under this Contract at prices above this ceiling price without a specific request and approval by NJPA. Contract prices may be reduced at any time, for example, to reflect volume discounts or to meet the needs of an NJPA Member.

5.19 [This section is intentionally blank.]

F. VOLUME PRICE DISCOUNTS / ADDITIONAL QUANTITIES

5.20 through 5.23 [These sections are intentionally blank.]

G. TOTAL COST OF ACQUISITION

5.24 The Total Cost of Acquisition for the equipment/products and related services being proposed, including those payable by NJPA Members to either the Proposer or a third party, is the cost of the proposed equipment/products product/equipment and related services delivered and operational for its intended purpose in the end-user's location. For example, if you are proposing equipment/products FOB Proposer's dock, your proposal should reflect that the contract pricing does not provide for delivery beyond Proposer's dock, nor any set-up activities or costs associated with those delivery or set-up activities. Any additional costs for delivery and set-up should be clearly disclosed. In contrast, a proposal could state that there are no additional costs of acquisition if the product is delivered to and operational at the end-user's location.

H. SOURCED GOOD or OPEN MARKET ITEM

5.25 A Sourced Good or an Open Market Item is a product that a member wants to buy under contract that is not currently available under the Vendor's NJPA contract. This method of procurement can be satisfied through a contract sourcing process. Sourcing options serve to provide a more complete contract solution to meet our members' needs. Sourced items are generally deemed incidental to the total transaction or purchase of contract items.

5.26 NJPA or NJPA Members may request products, equipment, and related services that are within the related scope of this RFP, even if they are not included in an awarded Vendor's line-item price list or catalog. These items are known as Sourced Goods or Open Market Items.

5.27 An awarded Vendor may source such items to the extent that the items are identified as "Sourced Products/Equipment" or "Open Market Items" on any quotation issued in reference to an NJPA awarded contract, and that this information is provided to either NJPA or an NJPA Member. NJPA is not responsible for determining whether a Sourced Good is an incidental portion of the overall purchase or whether a Member is able to consider a Sourced Good a purchase under an NJPA contract.

5.28 "Cost plus a percentage" pricing is an acceptable option in pricing of Sourced Goods.

I. PRODUCT & PRICE CHANGES

5.29 Awarded Vendors may request product or service changes, additions, or deletions at any time throughout the contract term. All requests must be made in written format by completing the NJPA Price and Product Change Request Form (located at the end of this RFP and on the NJPA website), signed by an authorized Vendor representative. All changes are subject to review and approval by NJPA. Submit your requests through email to your assigned Contract Manager and to PandP@njpacoop.org.

5.30 NJPA will determine whether the request is both within the scope of the original RFP and in the best interests of NJPA and NJPA Members. Approved Price and Product Change Request Forms will be returned to the Vendor contact through email.

5.31 The Vendor must 1) complete this change request form and individually list or attach all items subject to change, 2) provide a sufficiently detailed explanation and documentation for the change, and 3) include a compete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all products and services being offered and must conform to the following NJPA product and price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "COMPANY 012411-CPY effective 02-12-2016."

5.32 The new pricing restatement must include *all* products and services offered, even for those items whose pricing remains unchanged, and must include a new effective date on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each vendor and creates a historical record of pricing.

5.33 ADDITIONS. New products and related services may be added to a Contract resulting from this RFP at any time during that Contract term to the extent that those products and related services are within the

scope of this RFP. Allowable new products and related services generally include updated models of products and enhanced services that reflect new technology and improved functionality.

5.34 DELETIONS. New products and related services may be deleted from a contract if an item is no longer available.

5.35 PRICE CHANGES. A Vendor may request pricing changes by providing reasonable justification for the change. For example, a request for a 3% increase in a product line that relies heavily on petroleum products may be reasonable if the raw cost of required petroleum products has increased substantially. Conversely, a request for a 3% increase in prices based only on a 3% increase in a cost-of-living index may be considered unreasonable. Although NJPA is sensitive to the possibility of fluctuations in raw material costs, prospective Vendors should make every reasonable attempt to account for normal cost changes by proposing pricing that will be effective throughout the duration of the four-year Contract.

5.35.1 *Price decreases:* NJPA expects Vendors to propose their very best prices and anticipates price reductions that are due to advancement in technology and marketplace efficiencies.

5.35.2 *Price increases:* A Vendor must include reasonable documentation for price-increase requests, along with both current and proposed pricing. Appropriate documentation should be attached to the Price and Product Change Request Form, including letters from suppliers announcing price increases. Price increases must not exceed the industry standard.

5.36 through 5.37 [These sections are intentionally blank.]

5.38 Proposers representing multiple manufacturers, or carrying multiple related product lines may also request the addition of new manufacturers or product lines to their Contract to the extent they remain within the scope of this RFP.

5.39 through 5.43 [These sections are intentionally blank.]

K. SALES TAX

5.44 Sales and other taxes should not be included in the prices quoted. The Vendor will charge state and local sales and other applicable taxes on items for which a valid tax-exemption certification has not been provided. Each NJPA Member is responsible for providing verification of tax-exempt status to the Vendor. When ordering, NJPA Members must indicate that they are tax-exempt entities. Except as set forth herein, no party is responsible for taxes imposed on another party as a result of or arising from the transactions under a Contract resulting from this RFP.

L. SHIPPING

5.45 Shipping costs can constitute a significant portion of the overall cost of procurement. Consequently, significant weight will be given to the quality of a prospective Vendor's shipping program. Shipping charges should reasonably reflect the actual cost of shipping. NJPA understands that Vendors may use other shipping cost methods for simplicity or for transparency. But to the extent that shipping costs are determined to disproportionately increase a Vendor's profit, NJPA may reduce the points awarded in the "Pricing" criteria.

5.46 through 5.47 [These sections are intentionally blank.]

5.48 All shipping and restocking fees must be identified in the price program. Certain industries providing made-to-order products may not allow returns. Proposals will be evaluated not only on the actual costs of shipping, but on the relative flexibility extended to NJPA Members relating to restocking fees, shipping errors, customized shipping requirements, the process for rejecting damaged or delayed shipments, and similar subjects.

5.49 through 5.50 [These sections are intentionally blank.]

5.51 Delivered products must be properly packaged. Damaged products may be rejected. If the damage is not readily apparent at the time of delivery, the Vendor must permit the products to be returned within a reasonable time at no cost to NJPA or NJPA Member. NJPA and NJPA Members reserve the right to inspect the products at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the products at the time of delivery.

5.52 The Vendor must deliver Contract-conforming products in each shipment and may not substitute products without the express approval from NJPA or the NJPA Member.

5.53 NJPA reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior products that are not under Contract and described in its paper or electronic price lists or sourced upon request of any Member under this Contract. In the event of the delivery of nonconforming products, the NJPA Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming products with conforming products that are acceptable to the NJPA member.

5.54 Throughout the term of the Contract, Proposer agrees to pay for return shipment on products that arrive in a defective or inoperable condition. Proposer must arrange for the return shipment of the damaged products.

5 EVALUATION OF PROPOSALS

A. PROPOSAL EVALUATION PROCESS

6.1 The NJPA proposal evaluation committee will evaluate proposals received based on a 1,000 point evaluation system. The committee establishes both the evaluation criteria and designates the relative weight of each criterion by assigning possible scores for each category on Form G of this RFP. The committee may adjust the relative weight of the criteria for each RFP. (For example, if the "Warranty" criterion does not apply to a particular RFP, the points normally awarded under "Warranty" may be used to increase the number of potential points in another evaluation category or categories.) The "Pricing" criterion will contain at least a plurality of points for every RFP.

6.2 NJPA uses a scoring system that gives primary importance to "Pricing." But pricing includes more than just the absolute lowest initial cost of purchasing, for example, a particular product. Other considerations include the total cost of the acquisition and whether the Proposer's offering represents the best value. The evaluation committee may consider such factors as life-cycle costs, total cost of ownership, quality, and the suitability of an offering in meeting NJPA Members' needs. Pricing points may be awarded based on pricing clarity and ease of use. NJPA may also award points based on whether a response contains exceptions, exclusions, or limitations of liabilities.

6.3 The NJPA Board of Directors will consider making awards to the selected Proposer(s) based on the recommendations of the proposal evaluation committee. To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set forth under "Proposer Responsiveness," found just below.

B. PROPOSER RESPONSIVENESS

6.4 All responses are evaluated for Level-One and Level-Two Responsiveness. If a response does not substantially conform to substantially all of the terms and conditions in the solicitation, or if it requires unreasonable exceptions, it may be considered nonresponsive.

6.5 All proposals must contain suitable responses to the questions in the proposal forms. The following requirements must be satisfied in order to meet Level-One Responsiveness, which is typically ascertained on the proposal opening date. If these standards are not met, your response may be disqualified as nonresponsive.

6.6 Level-One Responsiveness means that the response

6.6.1 is received before the deadline for submission or it will be returned unopened;

6.6.2 is properly addressed and identified as a sealed proposal with a specific RFP number and an opening date and time;

6.6.3 contains a pricing document (with apparent discounts) and all other forms fully completed, even if "not applicable" is the answer;

6.6.4 includes the original (hard copy) completed, dated, and signed RFP forms C, D, and F. In addition, the response must include the hard-copy signed signature page only from RFP Forms A and P and, if applicable, all signed addenda that have been issued in relation to this RFP;

6.6.5 contains an electronic (CD, flash drive, or other suitable) copy of the entire response; and

6.7 Level-Two Responsiveness (including whether the response is within the RFP's scope) is determined while evaluating the remaining items listed under Proposal Evaluation Criteria below. These items are not arranged in order of importance. Each item draws from multiple questions, and a Proposer's responses may affect scoring in multiple evaluation criteria. For example, the answers to Industry-Specific Questions may help determine scoring relative to a Proposer's marketplace success, ability to sell and service nationwide, and financial strength. Any questions not answered without an explanation will likely result in a loss of points and may lead to a nonaward if the proposal evaluation committee cannot effectively review your response.

C. PROPOSAL EVALUATION CRITERIA

6.8 Forms A and P include a series of questions that address the following categories:

6.8.1 Company Information and Financial Strength

6.8.2 Industry Requirements and Marketplace Success

6.8.3 Ability to Sell and Deliver Service Nationwide

6.8.4 Marketing Plan

6.8.5 Other Cooperative Procurement Contracts

6.8.6 Value-Added Attributes

6.8.7 Payment Terms and Financing Options

6.8.8 Warranty

6.8.9 Equipment/Products/Services

6.8.10 Pricing and Delivery

6.8.11 Industry-Specific Questions

6.9 [This section is intentionally blank.]

D. OTHER CONSIDERATIONS

6.10 In evaluating RFP responses, NJPA has no obligation to consider information that is not provided in the Proposer's response. NJPA may, however, consider additional information outside the Proposer's response. This research may include such sources as the Proposer's website, industry publications, listed references, and user interviews.

6.11 NJPA may organize RFP responses into separate classes or subcategories, depending on the range of responses. For example, NJPA might receive numerous submissions for "Widgets and Related Products and Services." NJPA may organize these responses into subcategories, such as manufacturers of fully operational Widgets, manufacturers of component parts for Widgets, and providers of parts and service for Widgets. NJPA reserves the right to award Proposers in some or all of such subcategories without regard to the evaluation score given to Proposers in another subcategory. This specifically allows NJPA to award Vendors that might not have, for instance, the breadth of products of Proposers in another subcategory, but that nonetheless meet a substantial and articulated need of NJPA Members.

6.12 [This section is intentionally blank.]

6.13 NJPA reserves the right to request and test equipment/products and related services and to seek clarification from Proposers. Before the Contract award, the Proposer must furnish the requested information within three (3) days (or within another agreed-to time frame) or provide an explanation for the delay along with a requested time frame for providing the requested information. Proposers must make reasonable efforts to supply test products promptly. All Proposer products remain the property of the Proposer, and NJPA will return such products after the evaluation process. NJPA may make provisional contract awards, subject to a Proposer's proper response to a request for information or products.

6.14 A Proposer's past performance under previously awarded contracts to schools, governmental agencies, and not-for-profit entities is relevant in evaluating a Proposer's current response. Past performance includes the Proposer's record of conforming to published specifications and to standards of good workmanship, as well as the Proposer's history for reasonable and cooperative behavior and for commitment to Member satisfaction. Incumbency as an awarded Vendor does not, by itself, merit positive consideration for a future Contract award.

6.15 NJPA reserves the right to reject any or all proposals.

E. COST COMPARISON

6.16 NJPA may use a variety of evaluation methods, including cost comparisons of specific products. NJPA reserves the right to use this process when the proposal evaluation committee determines that this will help to make a final determination.

6.17 This direct cost comparison process will award points for being low to high Proposer for each cost evaluation item selected. A "Market Basket" of identical (or substantially similar) equipment/products and related services may be selected by the proposal evaluation committee, and the unit cost will be used as a basis for determining the point value. NJPA will select the "Market Basket" from all appropriate product categories as determined by NJPA.

F. MARKETING PLAN

6.18 A Proposer's marketing plan is a critical component of the RFP response. An awarded Vendor's sales force will likely be the primary source of communication with NJPA Members and will directly affect the contract's success. Marketing success depends on communicating the contract's value, knowing the contract thoroughly, and communicating the proper use of contracted products and services to the end user. Much of the success and sales reward is a direct result of the commitment to the contract by the awarded Vendor's sales teams. NJPA reserves the right to deem a Proposer Level-Two nonresponsive or not to award a contract based on an unacceptable or incomplete marketing plan.

6.19 NJPA marketing expectations include the following components.

6.19.1 An awarded Vendor must demonstrate the ability to deploy a national sales force or dealer network. The best RFP responses demonstrate the ability to sell, deliver, and service products through acceptable distribution channels to NJPA members in all 50 states. Proposers' responses should fully demonstrate their sales and service capabilities, should outline their national sales force network (both numerically geographically), and should describe their method of distribution of the offered products and related services. Service may be independent of the product sales pricing, but NJPA encourages related services to be a part of Proposers' response. Despite its preference for awarding contracts to Vendors that demonstrate nationwide sales and service, NJPA reserves the right to award contracts that meet specific Member needs locally or regionally.

6.19.2 Proposers are invited to demonstrate their ability to successfully market, promote, and communicate the benefits of an NJPA contract to current and potential Members nationwide. NJPA desires a marketing plan that communicates the value of the contract to as many Members as possible.

6.19.3 Proposers are expected to be receptive to NJPA trainings. Awarded Vendors must provide an appropriate training venue for both management and the sales force. NJPA commits to providing training on all aspects of communicating the value of the awarded contract, including the authority of NJPA to offer the contract to its Members, the value and utility the contract delivers to NJPA Members, the scope of NJPA Membership, the authority of Members to use NJPA procurement contracts, the preferred marketing and sales methods, and the successful use of specific business sector strategies.

6.19.4 Awarded Vendors are expected to demonstrate a commitment to fully embrace the NJPA contract. Proposers should identify both the appropriate levels of sales management and sales force that will need to understand the value of the NJPA contract, as well as the internal procedures needed to deliver the appropriate messaging to NJPA Members. NJPA will provide a general schedule and a variety of methods describing when and how those individuals should be trained.

6.19.5 Proposers should outline their proposed involvement in promoting an NJPA contract through applicable industry trade show exhibits and related customer meetings. Proposers are encouraged to consider participation with NJPA at NJPA-endorsed national trade shows.

6.19.6 Proposers must exhibit the willingness and ability to actively market and develop contract-specific marketing materials including the following items.

6.19.6.1 Complete Marketing Plan. Proposers must submit a marketing plan outlining how they will launch the NJPA contract to current and potential NJPA Members. NJPA requires awarded Vendors to embrace and actively promote the contract in cooperation with the NJPA.

6.19.6.2 Printed Marketing Materials. Awarded Vendors will produce and maintain full color print advertisements in camera-ready electronic format, including company logos and contact information to be used in the NJPA directory and other approved marketing publications.

6.19.6.3 Contract announcements and advertisements. Proposers should outline in the marketing plan their anticipated contract announcements, advertisements in industry periodicals, and other direct or indirect marketing activities promoting the awarded NJPA contract.

6.19.6.4 Proposer's Website. Proposers should identify how an awarded Contract will be displayed and linked on the Proposer's website. An online shopping experience for NJPA Members is desired whenever possible.

6.19.7 An NJPA Vendor contract launch will be scheduled during a reasonable time frame after the award and held at the NJPA office in Staples, MN unless the Vendor and NJPA agree to a different location.

6.20 Proposer shall identify their commitment to develop a sales/communication process to facilitate NJPA membership and establish status of current and potential agencies/members. Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by NJPA.

G. CERTIFICATE OF INSURANCE

6.21 Proposers must provide evidence of liability insurance coverage identified below in the form of a Certificate of Insurance (COI) or an ACORD binder form with their proposal. Upon an award issued under this RFP and before the execution of any commerce relating to such award, the awarded Vendor must provide verification, in the form of a Certificate of Insurance, identifying the coverage required below and identifying NJPA as a "Certificate Holder." The Vendor must maintain such insurance coverage at its own expense throughout the term of any contract resulting from this solicitation.

6.22 Any exceptions or assumptions to the insurance requirements must be identified on Form C of this RFP. Exceptions and assumptions will be considered as part of the evaluation process. Any exceptions or assumptions that Proposers submit must be specific. If a Proposer does not include specific exceptions or assumptions when submitting the proposal, NJPA will typically not consider any additional exceptions or assumptions during the evaluation process. Upon contract award, the awarded Vendor must provide the Certificate of Insurance identifying the coverage as specified.

6.23 Insurance Liability Limits. The awarded Vendor must maintain, for the duration of its contract, $1.5 million in general liability insurance coverage or general liability insurance in conjunction with an umbrella for a total combined coverage of $1.5 million. Work on the Contract will not begin until after the awarded Vendor has submitted acceptable evidence of the required insurance coverage. Failure to maintain any required insurance coverage or an acceptable alternative method of insurance will be deemed a breach of contract.

6.23.1 Minimum Scope and Limits of Insurance. An awarded Vendor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

6.23.1.1 Commercial General Liability—Occurrence Form
Policy shall include bodily injury, property damage and broad form contractual liability and XCU coverage.

6.23.1.2 Each Occurrence $1,500,000

6.24 Insurance Requirements: The limits listed in this RFP are minimum requirements for this Contract and in no way limit any indemnity covenants contained in this Contract. NJPA does not warrant that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the performance of the work under this Contract by the Vendor, its agents, representatives, employees, or subcontractors, and the Vendor is free to purchase additional insurance as may be determined necessary.

6.25 Acceptability of Insurers: Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Minnesota and with an "A.M. Best" rating of not less than A- VII. NJPA does

not warrant that the above required minimum insurer rating is sufficient to protect the Vendor from potential insurer solvency.

6.26 Subcontractors: Vendors' certificate(s) must include all subcontractors as additional insureds under its policies, or the Vendor must furnish to NJPA separate certificates for each subcontractor. All coverage for subcontractors are be subject to the minimum requirements identified above.

H. ORDER PROCESS AND/OR FUNDS FLOW

6.27 NJPA Members typically issue a purchase order directly to a Vendor under a Contract resulting from this RFP. Alternatively, a separate contract may be created to facilitate acquiring products or services offered in response to this RFP. Nothing in this Contract restricts the Member and Vendor from agreeing to add terms or conditions to a purchase order or a separate contract provided that such terms or conditions must not be less favorable to NJPA's Members.

6.28 [This section is intentionally blank.]

I. ADMINISTRATIVE FEES

6.29 Vendors will pay to NJPA an administrative fee in exchange for NJPA facilitating this Contract with its current and potential Members. NJPA may grant a conditional contract award to a Proposer if the proposed administrative fee is unclear, inadequate, or unduly burdensome for NJPA to administer. Sales under this Contract should not be processed until the parties resolve the administrative fee issue.

6.29.1 The administrative fee is typically calculated as a percentage of the dollar volume of all products and services by NJPA Members under this Contract, including anything represented to NJPA Members as falling under this Contract.

6.29.2 The administrative fee is included in, and not added to, the pricing included in Proposer's response to the RFP. Awarded Vendors must not charge NJPA Members more that permitted in the then current price list in order to offset the administrative fee.

6.29.3 The administrative fee is designed to cover the costs of NJPA's involvement in contract management, facilitating marketing efforts, Vendor training, and any order processing tasks relating to the Contract. Administrative fees may also be used for other purposes as allowed by Minnesota law.

6.29.4 The typical administrative fee under this Contract is two percent (2%). While NJPA does not dictate the particular fee percentage, we require that the Proposer articulate a specific fee in its response. For example, merely stating that "we agree to pay an administrative fee" is considered nonresponsive. NPJA acknowledges that the administrative fee percentage may differ between vendors, industries, and responses.

6.29.5 NJPA awarded Vendors are responsible for paying the administrative fee at least quarterly and for generating all related reporting. Vendors agree to cooperate with NJPA in auditing these reports to ensure that the administrative fee is paid on all items purchased under the Contract.

6.30 through 6.32 [This section is intentionally blank.]

J. VALUE–ADDED ATTRIBUTES

6.33 Desirability of Value-Added Attributes: Value-added attributes in an RFP response will be given positive consideration in NJPA's evaluation process. Such attributes may increase the benefit of a product or service by improving functionality, performance, maintenance, manufacturing, delivery, energy efficiency, ordering, or other items while remaining within the scope of this RFP.

6.34 Women and Minority Business Enterprise (WMBE), Small Business, and Other Favored Businesses: Some NJPA Members give formal preference to certain types of vendors or contractors. Proposers should document WMBE (or other) status for both their organization and for any affiliates (e.g., supplier networks) involved in fulfilling the terms of this RFP. The ability of a Proposer to provide preferred business entity "credits" to NJPA and NJPA Members under a Contract will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation.

6.35 Environmentally Preferred Purchasing Opportunities: Many NJPA Members consider the environmental impact of the products and services they purchase. "Green" characteristics demonstrated by Proposers will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. Please identify any green characteristics of any offering in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as green and by which certifying agency.

6.36 Online Requisitioning Systems: When applicable, online requisitioning systems will be viewed as a value-added characteristic. Proposers should demonstrate how their system makes online ordering easier for NJPA Members, including how Members could integrate their current e-Procurement or enterprise resource planning (ERP) systems into the Proposer's ordering process.

6.37 Financing: The ability of the Proposer to provide financing solutions to Members for the products and services being proposed will be viewed as a value-added attribute.

6.38 Technology: Technological advances that appreciably improve the proposed products or services will be considered value-added attributes.

K. WAIVER OF FORMALITIES

6.39 NJPA reserves the right to waive minor formalities (or to accept minor irregularities) in any proposal, when it determines that considering the proposal may be in the best interest of its Members.

7 POST-AWARD OPERATING ISSUES

A. SUBSEQUENT AGREEMENTS

7.1 Purchase Order. Purchase orders for products and services may be executed between NJPA Members and the awarded Vendor (or Vendor's sub-contractors) under this Contract. NJPA Members and Vendors must indicate on the face of such purchase orders that "This purchase order is issued under NJPA contract #XXXXXX" (insert the relevant contract number). Purchase order flow and procedure will be developed jointly between NJPA and an awarded Vendor after an award is made.

7.2 Governing Law. Purchase orders must be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the Member. (See also Section 8.5 of this RFP.) All provisions required by law to be included in the purchase order should be read and enforced as if they were included. If through mistake or otherwise any such provision is not included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to purchase order will be a court of competent jurisdiction with respect to the Member.

7.3 Additional Terms and Conditions. Additional terms and conditions to a purchase order may be proposed by NJPA, NJPA Members, or Vendors. Acceptance of these additional terms and conditions is optional to all parties to the purchase order. One purpose of these additional terms and conditions is to address job- or industry-specific requirements of law such as prevailing wage legislation. Additional terms and conditions may also include specific local policy requirements and standard business practices of the issuing Member or the Vendor. Such additional terms and conditions are not considered valid to the extent that they interfere with the general purpose, intent, or currently established terms and conditions contain in

this RFP document. For example, a Vendor and Member may agree to add a "net 30" payment requirement to the purchase order instead of applying a "net 10" requirement. But the added terms and conditions must not be less favorable to the Member unless NJPA, the Member, and the Vendor agree to a Contract amendment or similar modification.

7.4 Specialized Service Requirements. In the event that the NJPA Member desires service requirements or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in the Contract resulting from this RFP, the NJPA Member and the Vendor may enter into a separate, standalone agreement, apart from a Contract resulting from this RFP. Any proposed service requirements or specialized performance requirements require pre-approval by the Vendor. Any separate agreement developed to address these specialized service or performance requirements is exclusively between the NJPA Member and Vendor. NJPA, its agents, and employees shall not be made a party to any claim for breach of such agreement. Product sourcing is not considered a service. NJPA Members will need to conduct procurements for any specialized services not identified as a part of or within the scope of the awarded Contract.

7.5 Performance Bond. At the request of the Member, a Vendor will provide all performance bonds typically and customarily required in their industry. These bonds will be issued pursuant to the requirements of purchase orders for products and services. If a purchase order is cancelled for lack of a required performance bond by the member agency, NJPA recommends that the current pending purchase order be canceled. Each Member has the final decision on purchase order continuation. Any performance bonding required by the Member, the Member's state laws, or by local policy is to be mutually agreed upon and secured between the Vendor and the Member.

7.6 Asset Management Contracts: Asset Management-type Contracts can be initiated under a Contract resulting from this RFP at any time during the term of this Contract. Such a contract could involve, for example, picking up, storing, repairing, inventorying, salvaging, and delivery products falling within the scope of this Contract. The intention in using Asset Management Contracts is to promote the long-term efficiency of NJPA's contracts by (among other things) extending the use and re-use of products. Asset Management Contracts cannot be created under this Contract unless they are executed within the authorized term of a Contract resulting from this RFP. The actual term of the Asset Management Contract may, however, extend beyond the expiration date of this Contract.

B. NJPA MEMBER SIGN-UP PROCEDURE

7.7 Awarded Vendors are responsible for familiarizing their sales and service forces with the various forms of NJPA membership documentation and will encourage and assist potential Members in establishing membership with NJPA. NJPA membership is available at no cost, obligation, or liability to the Member or the Vendor.

C. REPORTING OF SALES ACTIVITY

7.8 Awarded Vendors must report at least quarterly the total gross dollar volume of all products and services purchased by NJPA Members as it applies to this RFP and Contract. This report must include the name and address of the purchasing agency, Member number, amount of purchase, and a description of the items purchased.

7.8.1 Zero sales reports: Awarded Vendors must provide a quarterly Contract sales report regardless of the amount of sales.

D. AUDITS

7.9 NJPA relies substantially on the reasonable auditing efforts of both Members and awarded Vendors to ensure that Members are obtaining the products, services, pricing, and other benefits under all NJPA contracts. Nonetheless, the Vendor must retain and make available to NJPA all order and invoicing

documentation related to purchases that Members make from the Vendor under the awarded Contract. NJPA must not request such information more than once per calendar year, and NJPA must make such requests in writing with at least fourteen (14) days' notice. NJPA may employ an independent auditor at its own expense or conduct an audit on its own. In either event, the Vendor agrees to cooperate fully with NJPA or its agents in order to ensure compliance with this Contract.

E. HUB PARTNER

7.10 Hub Partner: NJPA Members may request special services through a "Hub Partner" for the purpose of complying with a law, regulation, or rule that an NJPA Member deems to apply in its jurisdiction. Hub Partners may bring value to the proposed transactions through consultancy, through qualifying for disadvantaged business entity credits, or through other means.

7.11 Hub Partner Fees: NJPA Members are responsible for any transaction fees, costs, or expenses that arise under this Contract for special service provided by the Hub Partner. The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction documentation. To the extent that the Vendor stands in the chain of title during a transaction resulting from this RFP, the documentation must clearly indicate that the transaction is "Executed for the Benefit of [NJPA Member name]."

F. TRADE-INS

7.12 The value in US Dollars for Trade-ins will be negotiated between NJPA or an NJPA Member, and an Awarded Vendor. That identified "Trade-In" value shall be viewed as a down payment and credited in full against the NJPA purchase price identified in a purchase order issued pursuant to any Awarded NJPA procurement contract. The full value of the trade-in will be consideration.

G. OUT OF STOCK NOTIFICATION

7.13 The Vendor must immediately notify NJPA Members when they order an out-of-stock item. The Vendor must also tell the Member when the item will be available and whether there are equivalent substitutes. The Member must have the option of accepting the suggested substitute or canceling the item from the order. Under no circumstance may the Vendor make unauthorized substitutions. Unfilled or substituted items must be indicated on the packing list.

H. CONTRACT TERMINATION FOR CAUSE AND WITHOUT CAUSE

7.14 NJPA reserves the right to cancel all or any part of this Contract if the Vendor fails to fulfill any material obligation, term, or condition as described in the following procedure. Before any such termination for cause, the NJPA will provide written notice to the Vendor, an opportunity to respond, and a reasonable opportunity to cure the breach. The following are some examples of material breaches.

7.14.1 The Vendor provides products or services that do not meet reasonable quality standards and that are not remedied under the warranty;

7.14.2 The Vendor fails to ship the products or to provide the services within a reasonable amount of time;

7.14.3 NJPA reasonably believes that the Vendor will not or cannot perform to the requirements or expectations of the Contract, NJPA issues a request for assurance, and the Vendor fails to respond;

7.14.4 The Vendor fails to fulfill any of the material terms and conditions of the Contract;

7.14.5 The Vendor fails to follow the established procedure for purchase orders, invoices, or receipt of funds as established by NJPA and the Vendor;

7.14.6 The Vendor fails to properly report quarterly sales;

7.14.7 The Vendor fails to actively market this Contract within the guidelines provided in this RFP and defined in the NJPA contract launch.

7.15 Upon receipt of the written notice of breach, the Vendor will have ten (10) business days to provide a satisfactory response to NJPA. If the Vendor fails to reasonably address all issues in the written notice, NJPA may terminate the Contract immediately. If NJPA allows the Vendor more time to remedy the breach, such forbearance does not limit NJPA's authority to immediately terminate the Contract for continued breaches for which notice was given to the Vendor. Termination of the Contract for cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

7.16 NJPA may terminate the Contract if the Vendor files for bankruptcy protection or is acquired by an independent third party. The Vendor must disclose to NJPA any litigation, bankruptcy, or suspensions/disbarments that occur during the Contract period. Failure to disclose such information authorizes NJPA to immediately terminate the Contract.

7.17 NJPA may terminate the Contract without cause by giving the Vendor sixty (60) days' written notice of termination. Termination of the Contract without cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

7.18 NJPA may immediately terminate any Contract without further obligation if any NJPA employee significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of NJPA has colluded with any Proposer for personal gain. NJPA may also immediately cancel a Contract if it finds that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any employee of NJPA. Such terminations are effective upon written notice from NJPA or at a later date designated in the notice. Termination of the Contract does not relieve either party of the financial, product, or service obligations incurred before the termination.

8 GENERAL TERMS AND CONDITIONS

8. ADVERTISING A CONTRACT RESULTING FROM THIS RFP

8.1 Proposer/Vendor must not advertise or publish information concerning this Contract before the award is announced by NJPA. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential NJPA Members.

B. APPLICABLE LAW

8.2 [This section is intentionally blank.]

8.3 NJPA Compliance with Minnesota Procurement Law: NJPA has designed its procurement process to comply with best practices in the State of Minnesota. NJPA's solicitation methods are also created to comply with many of the various requirements that our Members must satisfy in their own procurement processes. But these requirements may differ considerably and may change from time to time. So each NJPA Member must make its own determination whether NJPA's solicitation process satisfies the procurement rules in the Member's jurisdiction.

8.4 Governing law with respect to delivery and acceptance: All applicable portions of the Minnesota Uniform Commercial Code, all other applicable Minnesota laws, and the applicable laws and rules of delivery and inspection of the Federal Acquisition Regulations (FAR) laws will govern NJPA contracts resulting from this solicitation.

8.5 Jurisdiction: Any claims that arise against NJPA pertaining to this RFP, and any resulting contract that develops between NJPA and any other party, must be brought only in courts in Todd County in the State of Minnesota unless otherwise agreed to.

8.5.1 Purchase orders or other agreements created pursuant to a contract resulting from this solicitation must be construed in accordance with, and governed by, the laws of the issuing Member. Any claim arising from such a purchase order or agreement must be filed and venued in a court of competent jurisdiction of the Member unless otherwise agreed to.

8.6 through 8.7 [This section is intentionally blank.]

8.8 Indemnification: Each party is responsible for its own acts and is not responsible for the acts of the other party and the results thereof. NJPA's liability is governed by the Minnesota Tort Claims Act (Minn. Stat. §3.736) and other applicable law.

8.9 Prevailing wage: The Vendor must comply with applicable prevailing wage legislation in effect in the jurisdiction of the NJPA Member. The Vendor must monitor the prevailing wage rates as established by the appropriate federal governmental entity during the term of this Contract and adjust wage rates accordingly.

8.10 Patent and copyright infringement: The Vendor agrees to indemnify and hold harmless NJPA and NJPA Members against any and all suits, claims, judgments, and costs instituted or recovered against the Vendor, NJPA, or NJPA Members by any person on account of the use or sale of any articles by NJPA or NJPA Members if the Vendor supplied such articles in violation of applicable patent or copyright laws.

C. ASSIGNMENT OF CONTRACT

8.11 No right or interest in this Contract may be assigned or transferred by the Vendor without prior written permission by the NJPA. No delegation of any duty of the Vendor under this Contract may be made without prior written permission of the NJPA. NJPA will notify Members by posting approved assignments on the NJPA website (www.njpacoop.org).

8.12 If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor-in-interest must perform all obligations under this Contract. NJPA reserves the right to reject the acquiring entity as a Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

D. LIST OF PROPOSERS

8.13 NJPA will not maintain a list of interested proposers, nor will it automatically send RFPs to them. All interested proposers must request the RFP as a result of NJPA's national solicitation advertisements. Because of the wide scope of the potential Members and qualified national suppliers, NJPA has determined this to be the best method of fairly soliciting proposals.

E. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

8.14 The captions, illustrations, headings, and subheadings in this RFP are for convenience and ease of understanding and in no way define or limit the scope or intent of this request.

F. DATA PRACTICES

8.15 All materials submitted in response to this RFP become NJPA's property and become public records (under Minn. Stat. §13.591) after the evaluation process is completed. If the Proposer submits information in response to this RFP that it requests to be classified as nonpublic information (as defined by the

Minnesota Government Data Practices Act, Minn. Stat. §13.37), the Proposer must meet the following requirements.

8.15.1 The Proposer must make the request within thirty (30) days of the award/nonaward notification, and include the appropriate statutory justification. Pricing, marketing plans, and financial information is generally not redactable. The NJPA Legal Department will review the request to determine whether the information can be withheld or redacted. If NJPA determines that it must disclose the information upon a proper request for such information, NJPA will inform the Proposer of such determination.

8.15.2 The Proposer must defend any action seeking release of the materials that it believes to be nonpublic information, and it must indemnify and hold harmless NJPA, its agents, and employees, from any judgments or damages awarded against NJPA in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the term of any contract awarded under this RFP. In submitting a response to this RFP, the Proposer agrees that this indemnification survives as long as NJPA possesses the confidential information.

8.16 [This section is intentionally blank.]

G. ENTIRE AGREEMENT

8.17 This Contract, as defined herein, constitutes the entire agreement between the parties to this Contract. A Contract resulting from this RFP is formed when the NJPA Board of Directors approves and signs the applicable Contract Award & Acceptance document (Form E).

H. FORCE MAJEURE

8.18 Except for payments of sums due, neither party is liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented due to force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence including, but not limited to, the following: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, snow, earthquakes, tornadoes or violent wind, tsunamis, wind shears, squalls, Chinooks, blizzards, hail storms, volcanic eruptions, meteor strikes, famine, sink holes, avalanches, lockouts, injunctions-intervention-acts, terrorist events or failures or refusals to act by government authority and/or other similar occurrences where such party is unable to prevent by exercising reasonable diligence. The force majeure is deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and is deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with a Contract resulting from this RFP. Force majeure does not include late deliveries of products and services caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party must (if possible) notify the other party of such delay within forty-eight (48) hours.

8.19 through 8.20 [These sections are intentionally blank.]

I. LICENSES

8.21 The Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with NJPA and NJPA Members.

8.22 All responding Proposers must be licensed (where required) and must have the authority to sell and distribute the offered products and services to NJPA and NJPA Members. Documentation of the required licenses and authorities, if applicable, should be included in the Proposer's response to this RFP.

J. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

8.23 The awarded Vendor must supply the names and addresses of sourcing suppliers and sub-contractors as a part of the purchase order when requested by NJPA or an NJPA Member.

K. NON-WAIVER OF RIGHTS

8.24 No failure of either party to exercise any power given to it hereunder, nor a failure to insist upon strict compliance by the other party with its obligations hereunder, nor a custom or practice of the parties at variance with the terms hereof, nor any payment under a Contract resulting from this RFP constitutes a waiver of either party's right to demand exact compliance with the terms hereof. Failure by NJPA to take action or to assert any right hereunder does not constitute a waiver of such right.

L. PROTESTS OF AWARDS MADE

8.25 And protests must be filed with NJPA's Executive Director and must be resolved in accordance with appropriate Minnesota rules. Protests will only be accepted from Proposers. A protest of an award or nonaward must be filed in writing with NJPA within ten (10) calendar days after the public notice or announcement of the award or nonaward. A protest must include the following items.

8.25.1 The name, address, and telephone number of the protester;

8.25.2 The original signature of the protester or its representative (you must document the authority of the representative);

8.25.3 Identification of the solicitation by RFP number;

8.25.4 Identification of the statute or procedure that is alleged to have been violated;

8.25.5 A precise statement of the relevant facts;

8.25.6 Identification of the issues to be resolved;

8.25.7 The aggrieved party's argument and supporting documentation;

8.25.8 The aggrieved party's statement of potential financial damages; and

8.25.9 A protest bond in the name of NJPA and in the amount of 10% of the aggrieved party's statement of potential financial damages.

M. SUSPENSION OR DISBARMENT STATUS

8.26 If within the past five (5) years, any firm, business, person or Proposer responding to an NJPA solicitation has been lawfully terminated, suspended, or precluded from participating in any public procurement activity with a federal, state, or local government or education agency, the Proposer must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose pertinent information may result in the termination of a Contract. By signing the proposal affidavit, the Proposer certifies that no current suspension or debarment exists.

N. AFFIRMATIVE ACTION AND IMMIGRATION STATUS CERTIFICATION

8.27 An Affirmative Action Plan, Certificate of Affirmative Action, or other documentation regarding Affirmative Action may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

8.28 Immigration Status Certification may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

O. SEVERABILITY

8.29 In the event that any of the terms of a Contract resulting from this RFP are in conflict with any rule, law, or statutory provision, or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms will be deemed stricken from the Contract, but such invalidity or unenforceability shall not invalidate any of the other terms of an awarded Contract resulting from this RFP.

P. RELATIONSHIP OF PARTIES

8.30 No Contract resulting from this RFP may be considered a contract of employment. The relationship between NJPA and an awarded Vendor is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties neither intend the proposed Contract to create, nor is to be construed as creating, a partnership, joint venture, master-servant, principal-agent, or any other, relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation, or otherwise in any manner whatsoever except as may be expressly provided herein.

9 FORMS

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Form A

PROPOSER QUESTIONNAIRE- General Business Information

*(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on **Form P**)*

Proposer Name: _____ Questionnaire completed by: _____

Please identify the person NJPA should correspond with from now through the Award process:

Name: _____ E-Mail address: _____

Please answer the questions below using the Microsoft Word® version of this document. This allows NJPA evaluators to cut and paste your answers into a separate worksheet. Place your answer directly below each question. NJPA prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation). Please create a response that is easy to read and understand. For example, you may consider using a different font and color to distinguish your answer from the questions.

Company Information & Financial Strength

1) Provide the full legal name, mailing and email addresses, tax identification number, and telephone number for your business.
2) Provide a brief history of your company, including your company's core values, business philosophy, and longevity in the PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES industry.
3) Provide a detailed description of the products and services that you are offering in your proposal.
4) What are your company's expectations in the event of an award?
5) Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters.
6) What is your US market share for the solutions that you are proposing? What is your Canadian market share, if any?
7) Has your business ever petitioned for bankruptcy protection? Please explain in detail.
8) How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.
    a) If your company is best described as a distributor/dealer/reseller (or similar entity), please provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?
    b) If your company is best described as a manufacturer or service provider, please describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?
9) If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.
10) Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.
11) Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.

Industry Recognition & Marketplace Success

12) Describe any relevant industry awards or recognition that your company has received in the past five years.

13) Supply three references/testimonials from your customers who are eligible for NJPA membership. At a minimum, please include the entity's name, contact person, and phone number.

14) Provide a list of your top five governmental or educational customers (entity name is optional), including entity type, the state the entity is located in, scope of the projects, size of transactions, and dollar volumes from the past three years.

15) Indicate separately what percentages of your sales are to the government and education sectors in the past three years?

16) List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?

17) List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?

Proposer's Ability to Sell and Deliver Service Nationwide

18) Describe your company's capability to meet NJPA Member's needs across the country. Your response should address at least the following areas.

    a) Sales force.

    b) Dealer network or other distribution methods.

    c) Service force.

    Please include details, such as the locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employers (or employees of a third party), and any overlap between the sales and service functions.

19) Describe in detail the process and procedure of your customer service program, if applicable. Please include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.

20) a) Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract. b) Identify any NJPA Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Please explain your answer. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?

21) Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.

Marketing Plan

22) If you are awarded a contract, how will you train your sales management, dealer network, and direct sales teams (whichever apply) to ensure maximum impact? Please include how you will communicate your NJPA pricing and other contract detail to your sales force nationally.

23) Describe your marketing strategy for promoting this contract opportunity. Please include representative samples of your marketing materials in electronic format.

24) Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.

25) In your view, what is NJPA's role in promoting contracts arising out of this RFP? How will you integrate an NJPA-awarded contract into your sales process?

26) Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.

Value-Added Attributes

27) Describe any product, equipment, maintenance, or operator training programs that you offer to NJPA Members. Please include details, such as whether training is standard or optional, who provides training, and any costs that apply.

28) Describe any technological advances that your proposed products or services offer.

29) Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.

30) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations that your company or hub partners have obtained.

31) What unique attributes does your company, your products, or your services offer to NJPA Members? What makes your proposed solutions unique in your industry as it applies to NJPA members?

32) Identify your ability and willingness to provide your products and services to NJPA member agencies in Canada.

NOTE: Questions regarding Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, and Industry Specific Items are addressed on Form P.

Signature: _____ Date: _____

Form B

PROPOSER INFORMATION

Company Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Toll-Free Number: _____ E-mail: _____

Website Address: _____

COMPANY PERSONNEL CONTACTS

Authorized signer for your organization

Name: _____

Email: _____ Phone: _____

The person identified here must have proper signing authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer.

Who prepared your RFP response?

Name: _____ Title: _____

Email: _____ Phone: _____

Who is your company's primary contact person for this proposal?

Name: _____ Title: _____

Email: _____ Phone: _____

Other important contact information

Name: _____ Title: _____

Email: _____ Phone: _____

Name: _____ Title: _____

Email: _____ Phone: _____

Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS, AND SOLUTIONS REQUEST

Company Name: _____

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS

Proposer's Signature: _____ **Date:** _____

NJPA's clarification on exceptions listed above:

Contract Award
RFP #012418

FORM D

Formal Offering of Proposal
(To be completed only by the Proposer)

PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES

In compliance with the Request for Proposal (RFP) for PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: _____ Date: _____

Company Address: _____

City: _____ State: _____ Zip: _____

CAGE Code/Duns & Bradstreet Number: _____

Contact Person: _____ Title: _____

Authorized Signature: _____
(Name printed or typed)

Form E

Contract Acceptance and Award

(To be completed only by NJPA)

NJPA #012418 _____

_____

Proposer's full legal name

Your proposal is hereby accepted, and a Contract is awarded. As an awarded Proposer, you are now bound to provide the defined products and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your response, and any exceptions accepted by NJPA.

The effective start date of the Contract will be _____, 20_____ and continue until-_____ (no later than the later of four years from the expiration date of the currently awarded contract or four years from the NJPA Board's contract award date). This contract may be extended for a fifth year at NJPA's discretion.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____ _____
NJPA Executive Director (Name printed or typed)

Awarded this _____ day of_____, 20_____ **NJPA Contract Number #012418**

NJPA Authorized signature: _____ _____
NJPA Board Member (Name printed or typed)

Executed this _____ day of_____, 20_____ **NJPA Contract Number #012418**

The Proposer hereby accepts this Contract award, including all accepted exceptions and NJPA clarifications.

Vendor Name _____

Vendor Authorized signature: _____ _____
(Name printed or typed)

Title: _____

Executed this _____ day of _____, 20_____ **NJPA Contract Number #012418**

Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.

2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.

3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.

4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.

5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.

6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

E-mail Address: _____

Authorized Signature: _____

Authorized Name (printed): _____

Title: _____

Date: _____

Notarized

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public in and for the County of _____ State of _____

My commission expires: _____

Signature: _____

Form G

OVERALL EVALUATION AND CRITERIA

For the Proposed Subject PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES

Conformance to RFP Terms and Conditions	50	
Financial Viability and Marketplace Success	75	
Ability to Sell and Deliver Service Nationwide	100	
Marketing Plan	50	
Value-Added Attributes	75	
Warranty	50	
Depth and Breadth of Offered Products and Related Services	200	
Pricing	400	
TOTAL POINTS	**1000**	

Reviewed by: _____ Its _____

_____ Its _____

Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: _____

Questionnaire completed by: _____

Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)?
2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?.
3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.
4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

Warranty

5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.
   - Do your warranties cover all products, parts, and labor?
   - Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
   - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
   - Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?
   - Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
   - What are your proposed exchange and return programs and policies?
6) Describe any service contract options for the items included in your proposal.

Pricing, Delivery, Audits, and Administrative Fee

7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

10) The pricing offered in this proposal is

_____a. the same as the Proposer typically offers to an individual municipality, university, or school district.

_____b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

_____c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

_____d. other than what the Proposer typically offers (please describe).

11) Describe any quantity or volume discounts or rebate programs that you offer.

12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

Industry-Specific Questions

19) Describe how the equipment you propose in response to this RFP simplifies the operation for end-users.

20) Provide examples from your product offering that are not available from most competitors in this industry.

21) Explain how your equipment in this category reduces down-time on the job site.

22) Explain how your company has integrated technology into your equipment to provide efficiencies and analytics to save time and costs on the job.

23) How does your manufacturing process eliminate waste and non-value added options to keep price increases to a minimum?

24) Explain how your distributors are set up to provide service and support for equipment in this industry.

25) Identify how your products, services and supplies address the scope of this RFP.

Signature: _____ Date: _____

10 PRE-SUBMISSION CHECKLIST

Check when Completed	Contents of Your Bid Proposal	Hard Copy Required Signed and Dated	Electronic Copy Required - CD or Flash Drive
	Form A: Proposer Questionnaire with all questions answered completely	X - signature page only	X
	Form B: Proposer Information		X
	Form C: Exceptions to Proposal, Terms, Conditions, and Solutions Request	X	X
	Form D: Formal Offering of Proposal	X	X
	Form E. Contract Acceptance and Award		X
	Form F: Proposers Assurance of Compliance	X	X
	Form P: Proposer Questionnaire with all questions answered completely	X-signature page only	X
	Certificate of Insurance with $1.5 million coverage	X	X
	Copy of all RFP Addendums issued by NJPA	X	X
	Pricing for all Products/Equipment/Services within the RFP being proposed		X
	Entire Proposal submittal including signed documents and forms.		X
	All forms in the Hard Copy Required Signed and Dated should be inserted in the front of the submitted response, unbound.		
	Package containing your proposal labeled and sealed with the following language: "Competitive Proposal Enclosed, Hold for Public Opening XX-XX-XXXX"		
	Response Package mailed and delivered prior to deadline to: NJPA, 202 12th St NE, Staples, MN 56479		

11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

Section 1. Instructions for Vendor

Requests for product or service changes, additions, or deletions will be considered at any time throughout the awarded contract term. All requests must be made in writing by completing sections 2, 3, and 4 of this NJPA Price and Product Change Request Form and signed by an authorized Vendor representative in section 5. All changes are subject to review by the NJPA Contracts & Compliance Manager and to approval by NJPA's Chief Procurement Officer. Submit request through email to your assigned NJPA Contract Administrator.

NJPA will determine whether the request is 1) within the scope of the original RFP, and 2) in the best interests of NJPA and NJPA Members. Approved Price and Product Change Request Forms will be signed and emailed to the Vendor contact.

The Vendor must complete this change request form and individually list or attach all items or services subject to change, must provide sufficiently detailed explanation and documentation for the change, and must include a complete restatement of pricing documentation in an appropriate format (preferably Microsoft® Excel®). The pricing document must identify all products and services being offered and must conform to the following NJPA product/price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "Acme Widget Company #012416-AWC eff. 01-01-2017."

NOTE: New pricing restatements must include all products and services offered regardless of whether their prices have changed and must include a new "effective date" on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each Vendor and creates a historical record of pricing.

ADDITIONS. New products and related services may be added to a contract if such additions are within the scope of the original RFP.

DELETIONS. New products and related services may be deleted from a contract if, for example, they are no longer available or have been modified to a point where they are outside the scope of the RFP.

PRICE CHANGES: Vendors may request price changes if they provide sufficient rationale for the change. For example, a Vendor that manufactures products that require substantial petroleum-related material might request a 3% price increase because of a 20% increase in petroleum costs.

Price decreases: NJPA expects Vendors to propose their very best prices and anticipates that price reductions might occur because of improved technologies or marketplace efficiencies.

Price increases: Acceptable price increases typically result from specific Vendor cost increases. The Vendor must include reasonable justification for the price increase and must not, for example, offer merely generalized statements about an increase in a cost-of-living index. Appropriate documentation should be attached to this form, including such items as letters from suppliers announcing price increases.

Refer to the RFP for complete "Pricing" details.

Section 2. Vendor Name and Type of Change Request

CHECK ALL CHANGES THAT APPLY:

AWARDED VENDOR NAME: _____

NJPA CONTRACT NUMBER: _____

- ☐ Adding Products/Services vices
- ☐ Deleting Products/Services
- ☐ Price Increase
- ☐ Price Decrease

Section 3. Detailed Explanation of Need for Changes

List the products and/or services that are changing or being added or deleted from the previous contract price list, along with the percentage change for each item or category. (Attach a separate, detailed document if changing more than 10 items.)

Provide a general statement and documentation explaining the reasons for these price and/or product changes.
EXAMPLES: 1) "All pricing for paper products and services are increased 5% because of increased raw material and transportation costs (see attached documentation of fuel and raw materials increase)." 2) "The 6400 series floor polisher is being added to the product list as a new model, replacing the 5400 series. The 6400 series 3% increase reflects technological changes that improve the polisher's efficiency and useful life. The 5400 series is now included in the "Hot List" at a 20% discount from the previous pricing until the remaining inventory is liquidated."

If adding products, state how these are within the scope of the original RFP.

If changing prices or adding products or services, state how the pricing is consistent with existing NJPA contract pricing.

Section 4. Complete Restatement of Pricing Submitted

A COMPLETE restatement of the pricing, including all new and existing products and services is attached and has been emailed to the Vendor's Contract Administrator.

☐ Yes ☐ No

Section 5. Signatures

Vendor Authorized Signature Date

Print Name and Title of Authorized Signer

Jeremy Schwartz, NJPA Director of Cooperative Contracts and Procurement/CPO Date

Appendix A

NJPA The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential Member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal governmental, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution.

For your reference, the links below include some, but not all, of the entities included in this proposal.

http://www.usa.gov/Agencies/Local_Government/Cities.shtml
http://nces.ed.gov/globallocator/
https://harvester.census.gov/imls/search/index.asp
http://nccsweb.urban.org/PubApps/search.php
http://www.usa.gov/Government/Tribal-Sites/index.shtml
http://www.usa.gov/Agencies/State-and-Territories.shtml
http://www.nreca.coop/about-electric-cooperatives/member-directory/
Oregon
Hawaii
Washington

Appendix B – Political Subdivision List
for HI, ID, OR, SC, UT, WA

Hawaii

County
- Hawaii County
- Kauai County
- Maui County

Municipality
- City and County of Honolulu

Higher Education
- Hawaii Community College
- Honolulu Community College
- University of Hawaii
- University of Hawaii Research Corporation
- Windward Community College

Education [K-12]
- Hanahauli Schools
- Waiahemehe Schools

Special District
- Hawaii Community Development Authority
- Hawaii Public Housing Authority
- Hawaii Tourism Authority
- Honolulu Authority for Rapid Transportation
- Natural Energy Laboratory of Hawaii Authority

State
- Hawaii Department of Accounting and General Servic
- Hawaii Department of Finance and Administration
- Hawaii Department of Health
- Hawaii Employer-Union Health Benefits Trust Fund
- Hawaii Health Systems Corporation
- State Of Hawaii

Idaho

County
- Ada County
- Adams County
- Bannock County
- Bear Lake County
- Benewah County
- Bingham County
- Blaine County
- Boise County
- Bonner County
- Bonneville County
- Boundary County
- Butte County
- Camas County
- Canyon County
- Caribou County
- Cassia County
- Clark County
- Clearwater County
- Custer County
- Elmore County
- Franklin County
- Fremont County
- Gem County
- Gooding County
- Idaho County
- Jefferson County
- Jerome County
- Kootenai County
- Latah County
- Lemhi County
- Lewis County
- Lincoln County
- Madison County
- Minidoka County
- Nez Perce County
- Oneida County
- Owyhee County
- Payette County
- Power County
- Shoshone County
- Teton County
- Twin Falls County
- Valley County
- Washington County

Municipality
- City of Aberdeen
- City of Albion
- City of American Falls
- City of Ammon
- City of Arco
- City of Ariana
- City of Ashton
- City of Athol
- City of Atomic City
- City of Bancroft
- City of Bellevue
- City of Blackfoot
- City of Bliss
- City of Bloomington
- City of Boise
- City of Bonners Ferry
- City of Bovill
- City of Buhl
- City of Burley
- City of Caldwell
- City of Cambridge
- City of Carey
- City of Cascade
- City of Castleford
- City of Challis
- City of Chubbuck
- City of Clayton
- City of Clifton
- City of Coeur d'Alene
- City of Council
- City of Craigmont
- City of Crouch
- City of Culdesac
- City of Dalton Gardens
- City of Dayton
- City of Deary
- City of Dietrich
- City of Donnelly

Oregon

County
- Baker County
- Benton County
- Central Oregon Intergovernmental Council
- Clackamas County
- Clackamas County Service District No. 1
- Clatsop County
- Columbia County
- Coos County
- Crook County
- Curry County
- Deschutes County
- Douglas County
- Gilliam County
- Grant County
- Harney County
- Hood River County
- Jackson County
- Jefferson County
- Josephine County
- Klamath County
- Lake County
- Lane Council of Governments
- Lane County
- Lincoln County
- Linn County
- Malheur County
- Marion County
- Marion County Housing Authority
- Morrow County
- Multnomah County
- Polk County
- Sherman County
- Tillamook County
- Umatilla County
- Union County
- Wallowa County
- Wasco County
- Washington County
- Wheeler County
- Yamhill County

Municipality
- City of Adair Village
- City of Adrian
- City of Albany
- City of Amity
- City of Arlington
- City of Ashland
- City of Astoria
- City of Athena
- City of Aumsville
- City of Aurora
- City of Baker City
- City of Bandon
- City of Banks
- City of Bay City
- City of Beaverton
- City of Bend
- City of Boardman
- City of Brookings
- City of Brownsville
- City of Burns
- City of Canby
- City of Canyon Beach
- City of Canyonville
- City of Carlton
- City of Cascade Locks
- City of Cave Junction
- City of Central Point
- City of Chiloquin
- City of Clatskanie
- City of Coburg
- City of Columbia City
- City of Condon
- City of Coos Bay
- City of Cornelius
- City of Corvallis
- City of Cottage Grove
- City of Cove
- City of Creswell
- City of Culver
- City of Dallas
- City of Damascus

South Carolina

County
- Abbeville County
- Aiken County
- Allendale County
- Anderson County
- Barnberg County
- Barnwell County
- Beaufort County
- Berkeley County
- Calhoun County
- Catawba Regional Council of Governments
- Central Midlands Council of Governments
- Charleston County
- Cherokee County
- Chester County
- Chesterfield County
- Clarendon County
- Colleton County
- Darlington County
- Dillon County
- Dorchester County
- Edgefield County
- Fairfield County
- Florence County
- Georgetown County
- Greenville County
- Greenwood County
- Hampton County
- Horry County
- Jasper County
- Kershaw County
- Lancaster County
- Laurens County
- Lee County
- Lexington County
- Lower Savannah Council of Governments
- Marion County
- Marlboro County
- McCormick County
- Newberry County
- Oconee County
- Orangeburg County
- Pickens County
- Richland County
- Saluda County
- Spartanburg County
- Sumter County
- Union County
- Williamsburg County
- York County

Municipality
- City of Abbeville
- City of Aiken
- City of Anderson
- City of Barnwell
- City of Beaufort
- City of Bolton
- City of Bennettsville
- City of Batesville
- City of Camden
- City of Charleston
- City of Cheraw
- City of Chester
- City of Clarendon
- City of Clinton
- City of Columbia
- City of Conway
- City of Darlington
- City of Denmark
- City of Dillon
- City of Easley
- City of Florence
- City of Folly Beach
- City of Forest Acres
- City of Fountain Inn
- City of Gaffney
- City of Georgetown
- City of Goose Creek
- City of Greenville
- City of Greenwood
- City of Greer
- City of Hanahan
- City of Hardeeville

Utah

County
- Beaver County
- Box Elder County
- Cache County
- Carbon County
- Daggett County
- Davis County
- Duchesne County
- Duchesne County Special Service District No. 2
- Emery County
- Five County Association of Governments
- Garfield County
- Grand County
- Iron County
- Juab County
- Kane County
- Millard County
- Morgan County
- Piute County
- Rich County
- Salt Lake County
- San Juan County
- Sanpete County
- Sevier County
- Summit County
- Tooele County
- Uintah County
- Utah County
- Wasatch County
- Washington County
- Wayne County
- Weber County

Municipality
- Centerfield City
- City of Alpine City
- City of American Fork
- City of Aurora
- City of Bellard
- City of Bicknell
- City of Blanding
- City of Bluffdale
- City of Bountiful
- City of Brigham
- City of Castle Dale
- City of Cedar City
- City of Cedar Hills
- City of Centerville
- City of Clearfield
- City of Clinton
- City of Corinne
- City of Colorado City
- City of Coriane City
- City of Cottonwood Heights
- City of Delta
- City of Draper
- City of Duchesne
- City of East Carbon
- City of Elk Ridge
- City of Elsinore
- City of Enoch
- City of Enterprise
- City of Ephraim
- City of Escalante
- City of Eureka
- City of Fairview
- City of Farmington
- City of Ferron
- City of Fillmore
- City of Fountain Green
- City of Fruit Heights
- City of Garland
- City of Grantsville
- City of Green River
- City of Gunnison
- City of Harrisville
- City of Heber City
- City of Helper City
- City of Herriman
- City of Highland
- City of Hildale
- City of Holladay
- City of Honeyville
- City of Hooper

Washington

County
- Adams County
- Asotin County
- Benton County
- Chelan County
- Clallam County
- Clark County
- Columbia County
- Cowlitz County
- Douglas County
- Ferry County
- Franklin County
- Garfield County
- Grant County
- Grays Harbor County
- Island County
- Jefferson County
- King County
- King County Directors' Association
- Kitsap County
- Kittitas County
- Klickitat County
- Lewis County
- Lincoln County
- Mason County
- Okanogan County
- Pacific County
- Pend Oreille County
- Pierce County
- San Juan County
- Skagit County
- Skamania County
- Snohomish County
- Spokane County
- Stevens County
- Thurston County
- Thurston Regional Planning Council
- Walla Walla County
- Whatcom County
- Whitman County
- Yakima County
- Yakima County Public Services
- Yakima Valley Conference of Governments

Municipality
- City of Aberdeen
- City of Airway Heights
- City of Algona
- City of Anacortes
- City of Arlington
- City of Auburn
- City of Bainbridge Island
- City of Battle Ground
- City of Bellevue
- City of Bellingham
- City of Benton City
- City of Bingen
- City of Black Diamond
- City of Blaine
- City of Bonney Lake
- City of Bothell
- City of Bremerton
- City of Brewster
- City of Bridgeport
- City of Brier
- City of Buckley
- City of Burien
- City of Burlington
- City of Camas
- City of Carnation
- City of Cashmere
- City of Castle Rock
- City of Centralia
- City of Chehalis
- City of Chelan
- City of Cheney
- City of Chewelah
- City of Clarkston
- City of Cle Elum
- City of Clyde Hill
- City of Colfax
- City of College Place
- City of Colville

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
	City of Dover	City of Dayton	City of Hartsville	City of Washington	City of Carroll
	City of Downey	City of Dayville	City of Inman	City of Harrisburg	City of Cosmopolis
	City of Driggs	City of Depoe Bay	City of Isle of Palms	City of Hyde Park	City of Covington
	City of Dubois	City of Detroit	City of Jamestown	City of Hyrum	City of Davenport
	City of Eagle	City of Donald	City of Lake City	City of Ivins	City of Dayton
	City of Eden	City of Drain	City of Lancaster	City of Kamas	City of Deer Park
	City of Elk River	City of Dundee	City of Landrum	City of Kanab	City of Des Moines
	City of Emmett	City of Duran City	City of Laurens	City of Kaysville	City of DuPont
	City of Fairfield	City of Elmiston	City of Liberty	City of La Verkin	City of Enumclaw
	City of Fernan Lake Village	City of Eagle Point	City of Lugoff	City of Layton	City of East Wenatchee
	City of Filer	City of Echo	City of Manning	City of Leeds	City of Edgewood
	City of Firth	City of Elgin	City of Marion	City of Lewiston	City of Edmonds
	City of Franklin	City of Enterprise	City of Mauldin	City of Lindon	City of Electric City
	City of Fruitland	City of Estacada	City of Moncks Corner	City of Logan	City of Ellensburg
	City of Garden City	City of Eugene	City of Myrtle Beach	City of Magna	City of Elma
	City of Genesee	City of Fairview	City of New Ellenton	City of Manti	City of Entiat
	City of Georgetown	City of Falls City	City of Newberry	City of Mapleton	City of Enumclaw
	City of Glenns Ferry	City of Florence	City of North Augusta	City of Marion-Skitzeville	City of Ephrata
	City of Gooding	City of Forest Grove	City of North Charleston	City of Meadow	City of Everett
	City of Grace	City of Fossil	City of North Myrtle Beach	City of Midvale	City of Everson
	City of Grand View	City of Garibaldi	City of Orangeburg	City of Midway	City of Federal Way
	City of Georgetville	City of Gaston	City of Pickens	City of Midvale	City of Ferndale
	City of Greenleaf	City of Gates	City of Rock Hill	City of Moab	City of Fife
	City of Hagerman	City of Gearhart	City of Seneca	City of Mona	City of Fircrest
	City of Hailey	City of Gervais	City of Simpsonville	City of Monroe	City of Forks
	City of Harrison	City of Gladstone	City of Spartanburg	City of Monticello	City of George
	City of Harrison	City of Glendale	City of Sumter	City of Morgan	City of Gig Harbor
	City of Hayden	City of Gold Beach	City of Tega Cay	City of Morse	City of Gold Bar
	City of Hazelton	City of Gold Hill	City of Travelers Rest	City of Mt. Pleasant City	City of Goldendale
	City of Heyburn	City of Grants Pass	City of Union	City of Murray	City of Grand Coulee
	City of Hollister	City of Greenhorn	City of Walhalla	City of Myton	City of Grandview
	City of Howe dale	City of Gresham	City of Waterboro	City of Naples	City of Granger
	City of Hope	City of Haines	City of Wellford	City of Nephi	City of Granite Falls
	City of Horseshoe Bend	City of Halfway	City of West Columbia	City of Newton	City of Harrington
	City of Hunter	City of Halsey	City of Westminster	City of North Logan	City of Hoquiam
	City of Idaho City	City of Happy Valley	City of Woodruff	City of North Ogden	City of Ilwaco
	City of Idaho Falls	City of Harrisburg	City of York	City of North Salt Lake	City of Issaquah
	City of Inkom	City of Helix	Town of Allendale	City of Oakley	City of Kahlotus
	City of Island Park	City of Heppner	Town of Andrews	City of Ogden	City of Kalama
	City of Jerome	City of Hermiston	Town of Atlantic Beach	City of Orangeville	City of Kelso
	City of Jolliette	City of Hillsboro	Town of Awendaw	City of Orem	City of Kenmore
	City of Kendrick	City of Hines	Town of Aynor	City of Panguitch	City of Kennewick
	City of Kellogg	City of Hood River	Town of Batesburg-Leesville	City of Park City	City of Kent
	City of Kendrick	City of Hubbard	Town of Bethune	City of Perry	City of Kettle Falls
	City of Ketchum	City of Huntington	Town of Blacksburg	City of Payson	City of Kirkland
	City of Kimberly	City of Idanha	Town of Blacksville	City of Perry	City of Kittitas
	City of Kooskia	City of Ione	Town of Blenheim	City of Plain City	City of La Center
	City of Kuna	City of Independence	Town of Bluffton	City of Pleasant Grove	City of Lacey
	City of Laymas	City of Irrigon	Town of Blythewood	City of Pleasant View	City of Lake Forest Park
	City of Lava Hot Springs	City of Island City	Town of Bowman	City of Price	City of Lake Stevens
	City of Lewiston	City of Jacksonville	Town of Branchville	City of Providence	City of Lakewood
	City of Mackay	City of Jefferson	Town of Briarcliffe Acres	City of Provo	City of Langley
	City of Malad City	City of John Day	Town of Brunson	City of Richfield	City of Leavenworth
	City of Marsing	City of Johnson City	Town of Calhoun Falls	City of Richmond	City of Liberty Lake
	City of McCall	City of Joseph	Town of Cameron	City of River Heights	City of Long Beach
	City of McCammon	City of Junction City	Town of Campobello	City of Riverdale	City of Longview
	City of Melba	City of Keizer	Town of Central	City of Riverton	City of Lynden
	City of Menan	City of King City	Town of Chapin	City of Roosevelt	City of Lynnwood
	City of Meridian	City of Klamath Falls	Town of Cheraw	City of Roy	City of Malden
	City of Middleton	City of La Grande	Town of Chesterfield	City of Salem	City of Maple Valley
	City of Midvale	City of La Pine	Town of Clio	City of Salina	City of Marysville
	City of Moscow	City of Lafayette	Town of Clover	City of Salt Lake City	City of Mattawa
	City of Mountain Home	City of Lake Oswego	Town of Cottageville	City of Sandy	City of McCleary
	City of Mullan	City of Lakeside	Town of Council	City of Santa Clara	City of Medical Lake
	City of Marsing	City of Lebanon	Town of Cowpens	City of Santaquin	City of Medina
	City of Nampa	City of Lincoln City	Town of Denmark	City of Saratoga Springs	City of Mercer Island
	City of New Meadows	City of Lenwood	Town of Donalds	City of Smithfield City	City of Mesa
	City of New Plymouth	City of Leaflet	Town of Due West	City of South Jordan	City of Mill Creek
	City of Newdale	City of Lowell	Town of Dunean	City of South Ogden	City of Milton
	City of Nezperce	City of Lyons	Town of Estover	City of South Salt Lake City	City of Monroe
	City of Notus	City of Madras	Town of Edgefield	City of South Weber	City of Montesano
	City of Oreana	City of Malin	Town of Gilbert Beach	City of Spanish Fork	City of Morton
	City of Oldtown	City of Manzanita	Town of Orchard	City of Spring City	City of Moses Lake
	City of Parker	City of Maupin	Town of Pelion	City of Springville	City of Mossyrock
	City of Parma	City of McMinnville	Town of Elloree	City of St. George	City of Mountlake Terrace
	City of Paul	City of Medford	Town of Estill	City of Sunnyside	City of Moxee
	City of Payette	City of Metolius	Town of Estherville	City of Sunset	City of Mt. Vernon
	City of Pierce	City of Mill City	Town of Fairfax	City of Syracuse	City of Mukilteo
	City of Pinehurst	City of Millersburg	Town of Ft. Mill	City of Taylorsville	City of Napavine
	City of Pioneer	City of Milton-Freewater	Town of Fernan	City of Tooele	City of Newcastle
	City of Portsville	City of Milwaukie	Town of Gaston	City of Toquerville	City of Newport
	City of Porterey	City of Molalla	Town of Gifford	City of Tremonton	City of Nooksack
	City of Post Falls	City of Monmouth	Town of Gilbert	City of Tropic	City of Normandy Park
	City of Potlatch	City of Monroe	Town of Gaston	City of Uintah	City of North Bend
	City of Preston	City of Mortsenent	Town of Gray Court	City of Vernal	City of North Bonneville
	City of Priest River	City of Mora	Town of Great Falls	City of Washington	City of Oak Harbor
	City of Rathdrum	City of Mosier	Town of Greelyville	City of Washington Terrace	City of Oakville
	City of Rexburg	City of Mt. Angel	Town of Hampton	City of Wellington	City of Ocean Shores
	City of Rigby	City of Mt. Vernon	Town of Harleyville	City of Wellsville	City of Okanogan
	City of Richfield	City of Myrtle Creek	Town of Heath Springs	City of Woodruff	City of Olympia
	City of Rigby	City of Myrtle Point	Town of Hemingway	City of West Bountiful	City of Omak
	City of Riggins	City of Nehalem	Town of Hilda	City of West Haven City	City of Oroville
	City of Rirle	City of Newberg	Town of Hilton Head Island	City of West Jordan	City of Orting
	City of Rupert	City of Newport	Town of Hodges	City of West Point	City of Othello

Hawaii

Idaho

Lake Pend Oreille School District No. 84
Lakeland School District No. 272
Lapwai School District No. 341
Lewiston Independent School District No. 1
Mackay School District No. 182
Madison School District No. 321
Marsh Valley Joint School District No. 21
Meadows Joint School District No. 363
McCall-Donnelly Joint School District No. 421
Meadows Valley School District No. 11
Melba School District No. 136
Middleton School District No. 134
Midvale School District No. 433
Minidoka County School District No. 331
Moscow School District No. 281
Mountain Home School District No. 193
Mountain View School District No. 244
Mullan School District 392
Murtaugh Joint School District No. 418
Nampa Christian Schools Inc.
Nampa School District No. 131
New Plymouth School District
Nez Perce Joint School District No. 302
North Gem School District No. 149
Notus School District
Oneida County School District No. 351
Orofino Joint School District No. 171
Parma School District No. 137
Payette School District No. 371
Plummer-Worley Joint School District No. 44
Pocatello-Chubbuck School District No. 25
Post Falls School District No. 273
Potlatch School District No. 285
Preston Joint School District No. 201
Richfield School District No. 316
Rim Joint School District No. 252
Rockland School District No. 382
Salmon River Joint School District No. 243
Salmon School District No. 291
Shelley School District No. 60
Shoshone Joint School District No. 312
Snake River School District
Soda Springs Joint School District No. 150
South Lemhi School District No. 292
St. Maries Joint School District No. 41
Sugar-Salem Joint District No. 322
Sunny Valley Elementary School District No. 39
Sunny Valley School District No. 92
Teton County School District No. 401
Three Creek Joint School District No. 416
Troy School District No. 287
Twin Falls School District No. 411
Valley School District No. 262
Vallivue School District No. 139
Valor Charter School District # 463
Wallace School District No. 393
Weiser School District No. 431
Wendell School District No. 232
West Bonner County School District No. 83
West Jefferson School District No. 253
West Side School District No. 202
Whitepine Joint School District No. 288
Wilder School District No. 133

Special District

Ada County Emergency Medical Services District
Ada County Highway District
Adams County Recreation District
Ahsahka Water and Sewer District
Albion Highway Depter
Alpine Meadows Water and Sewer District
American Falls Free Library District
American Falls Housing Authority
Athens Highway District
Avery Water and Sewer District
Avondale Irrigation District
Bayview Water and Sewer District
Bear Lake County Library District
Bench Sewer District
Benewah County Free Library District
Big Canyon Fire District
Blaine County Housing Authority
Blaine County Recreation District
Bliss Fire District
Boise Basin Library District
Boise City/Ada County Housing Authority
Boise-Kuna Irrigation District
Bonneville County Fire District No. 1
Bruneau Valley District Library
Bruneau Water and Sewer District
Buhl Highway District
Buhl Rural Fire Protection District
Burley Highway District
Caldwell Housing Authority
Canyon Highway District No. 4

Oregon

Columbia Gorge Community College
Eastern Oregon University
Klamath Community College District
Lane Community College
Linn-Benton Community College
Mt. Hood Community College
Oregon Coast Community College
Oregon Department of Community Colleges and Workforce Development
Oregon Health and Science University
Oregon Institute of Technology
Oregon State University
Oregon State University, Oregon Agricultural Experiment Station
Oregon University System
Portland Community College
Portland State University
Reed College
Rogue Community College
Southern Oregon University
Southern Oregon University Family Housing
Southwestern Oregon Community College
Tillamook Bay Community College
Treasure Valley Community College
Umpqua Community College
University of Oregon
Western Oregon University

Education (K-12)

Adel School District 21
Adrian School District
Alsea School District No. 7J
Amity School District 4J
Arock School District 28
Arlington School District No. 3
Arock School District No. 81
Ashland School District No. 5
Astoria School District
Astoria School District No. 1C
Athena-Weston School District No. 29RJ
Baker School District No. 5J
Banks School District
Banks School District No. 13
Beaverton School District No. 48
Bend-La Pine Public Schools
Bethel School District No. 52
Blachly School District
Blachly School District 90
Brookings Harbor School District
Camas Valley School District
Canby School District No. 86
Cascade School District No. 5
Centennial School District No. 28J
Central Curry School District No. 1
Central Linn School District
Central Point School District No. 6
Central School District No. 13J
Chacharres Education Service District
Chehalem School District No. 61
Colton School District No. 53
Columbia Gorge Education Service District
Condon School District No. 25J
Coos Bay School District No. 9
Coquille School District No. 8
Corbett School District No. 39
Corvallis School District No. 509J
Cove School District No. 15
Crane Elementary School District
Creswell School District No. 40
Creek County School District
Crow-Applegate-Lorane School District No. 66
Culver School District No. 4
Dallas School District No. 2
David Douglas School District No. 40
Dayton School District No. 8
Deschutes School District No. 1J
Douglas County School District
Douglas County School District No. 4
Douglas Education Service District
Dufur School District No. 29
Eagle Point School District No. 9
Echo School District No. 5
Elgin School District
Elkton School District No. 34
Enterprise School District No. 21
Estacada School District No. 108
Eugene School District No. 4J
Falls City School District
Fern Ridge School District No. 28J
Forest Grove School District
Fossil School District 21J
Gaston School District 511 J
Gervais School District
Gladstone School District
Glendale School District No. 77
Glide School District
Grant County Education Service District

South Carolina

Town of Williston
Town of Wilmington
Town of Yemassee

Higher Education

Aiken Technical College
Beaufort-Jasper Higher Education Commission
Central Carolina Technical College
Clemson University
Coastal Carolina University
College of Charleston
Denmark Technical College
Florence-Darlington Technical College
Francis Marion University
Greenville Technical College
Horry-Georgetown Technical College
Lander University
Medical University of South Carolina
Midlands Technical College
Northeastern Technical College
Orangeburg-Calhoun Technical College
Piedmont Technical College
South Carolina State Board for Technical and Comprehensive Education
South Carolina State University
South Carolina Technical College System
Spartanburg Community College
Technical College of the Lowcountry
The Citadel
Tri-County Technical College
Trident Technical College
University of South Carolina
University of South Carolina, Aiken
University of South Carolina, Upstate
Williamsburg Technical College
Winthrop University
York Technical College

Education (K-12)

Abbeville County School District
Aiken County Public Schools
Allendale County School District
Anderson County School District 1 and 2 Career and Technology Cent
Anderson School District No. 1
Anderson School District No. 2
Anderson School District No. 3
Anderson School District No. 4
Anderson School District No. 5
Bamberg School District No. 1
Bamberg School District No. 2
Barnwell School District No. 45
Beaufort County School District
Berkeley County School District
Blackville-Hilda Public Schools
Calhoun County School District
Charleston County School District
Cherokee County School District
Chester County School District
Chesterfield County School District
Clarendon County School District No. 1
Clarendon County School District No. 2
Clarendon County School District No. 3
Clover School District No. 2
Colleton County School District
Darlington County School District
Dillon 3-4 School District
Dillon County School District No. 1
Dillon County School District No. 2
Dillon County School District No. 3
Dillon County School District No. 4
Diocese Of Charleston Schools
Dorchester School District No. 2
Dorchester School District No. 4
Edgefield County Schools
Fairfield County School District
Florence County School District No. 1
Florence County School District No. 2
Florence County School District No. 3
Florence County School District No. 4
Florence County School District No. 5
Ft. Mill School District No. 4
Georgetown County School District
Greenville County School District
Greenwood School District No. 50
Greenwood School District No. 52
Hampton County School District No. 2
Hampton School District No. 1
Horry County Schools
Jasper County School District
John de la Howe School District
Marlboro County School District
Lancaster County School District
Laurens County School District No. 55
Laurens County School District No. 56
Lee County School District
Legacy Charter Schools
Lexington County School District No. 1

Utah

College of Eastern Utah
Davis Applied Technology College
Dixie Applied Technology College
Dixie State University
Mountainland Applied Technology College
Rocky Mountain University of Health Professions
Salt Lake Community College
Snow College
Southern Utah University
Tooele Applied Technology College
Uintah Basin Applied Technology College
University of Utah
University of Utah Hospitals and Clinics
Utah State University
Utah System of Higher Education
Utah Valley University
Weber State University

Education (K-12)

Alpine School District
Beaver County School District
Box Elder School District
Cache County School District
Carbon School District
Carbon School District
Castro De La Familia Dr Utah Head Start Program School District
Daggett School District
Davis School District
Duchesne County School District
Emery County School District
Freedom Preparatory Academy School District
Garfield County School District
Grand County School District
Granite School District
Iron County School District
Jordan School District
Juab School District
Kane County School District
Logan City School District
Millard School District
Morgan School District
Mountainland Head Start Program School District Office
Murray City School District
Nebo School District
North Sanpete County School District
North Sanpete School District
North Summit School District
Ogden City School District
Park City School District
Piute County School District
Provo City School District
Rich County School District
Rich School District
Rural Utah Child Development Head Start Program School District Off
Salt Lake City School District
San Juan School District
Sevier School District
South Sanpete School District
South Summit School District
San Juan Start Program School District
Thomas Edison Charter Schools
Tintic School District
Tooele County School District
Uintah School District
Wasatch County School District
Washington County School District
Wayne County School District
Weber School District

Special District

Ash Creek Special Service District
Ashley Valley Water and Sewer Improvement District
Ballard Water and Sewer Improvement District
Bear Lake Special Service District
Bear River Water Conservancy District
Beechland Water District
Benson Culinary Water Improvement District
Bona Vista Water Improvement District
Cache Mosquito Abatement District
Cache Valley Transit District
Canyonlands Health Care Special Service District
Carbon County Housing Authority
Carbon County Municipal Building Authority
Carbon County Recreation Transportation Special Service District
Carbon Water Conservancy District
Castle Valley Special Service District
Cedar City Housing Authority
Cedar Mountain Fire Protection District
Cedarview-Montwell Special Service District
Central Davis County Sewer District
Central Iron County Water Conservancy District
Central Utah Water Conservancy District
Central Weber Sewer Improvement District
Charleston Water Conservancy District
Copperton Improvement District
Cottonwood Improvement District

Washington

Town of Fairfield
Town of Farmington
Town of Friday Harbor
Town of Garfield
Town of Hamilton
Town of Harrah
Town of Hatton
Town of Huns Point
Town of Index
Town of Ione
Town of La Conner
Town of LaCrosse
Town of Lamont
Town of Latah
Town of Lind
Town of Lyman
Town of Malden
Town of Mansfield
Town of Mirrow
Town of Metaline
Town of Millwood
Town of Nachos
Town of Nespelem
Town of Northport
Town of Odessadale
Town of Oakesdale
Town of Pe Ell
Town of Prescott
Town of Rosalia
Town of Riverside
Town of Rockford
Town of Roslyn
Town of Ruston
Town of Skykomish
Town of South Cle Elum
Town of South Prairie
Town of Spangle
Town of Springdale
Town of St. John
Town of Stellacoom
Town of Twisp
Town of Uniontown
Town of Washtucna
Town of Waterville
Town of Waverly
Town of Wilbur
Town of Williamson
Town of Yellow Creek
Town of Winthrop
Town of Woodway
Town of Yacolt
Town of Yarrow Point

Higher Education

Bates Technical College
Bellevue Community College
Bellingham Technical College
Big Bend Community College
Cascadia Community College
Central Washington University
Centralia College
Clark College
Clover Park Technical College
Columbia Basin Community College
Community College of Spokane
Eastern Washington University
Edmonds Community College
Everett Community College
Evergreen State College
Grays Harbor College
Green River Community College
Highline Community College
Lake Washington Institute of Technology
Lower Columbia College
Northwest Indian College
Olympic College
Peninsula College
Pierce College
Renton Technical College
Seattle Community Colleges District VI
Shoreline Community College
Skagit Valley College
South Puget Sound Community College
Tacoma Community College
University of Washington
Walla Walla Community College
Washington State Board for Community and Technical Colleges
Washington State Higher Education Facilities Authority
Washington State Student Achievement Council
Washington State University
Washington State University, Vancouver
Wenatchee Valley College
Western Washington University
Whatcom Community College
Yakima Valley Community College

Hawaii

Idaho

Cascade Rural Fire District
Castleford Rural Fire District
Central Fire District
Central Orchards Sewer District
Central Shoshone County Water District
Clark County District Library
Clarkia Free Library District
Clarkia Highway District
Clearwater Free Library District
Clearwater Highway District
Clearwater Soil and Water Conservation District
Clearwater Water District
Consolidated Free Library District
Cottonwood Highway District
Custer Soil and Water Conservation District
Dietrich Fire District
Dietrich Highway District
Downey Highway District
Downey Swan Lake Highway District
Dry Creek Cemetery Maintenance District
Eagle Fire Protection District
Eagle Sewer District
East Bonner County Free Library District
East Bonner County Library District
East Greenacres Irrigation District
Eastern Idaho Public Health District
Eastern Idaho Regional Wastewater Authority
Elk River Free Library District
Elmore Soil and Water Conservation District
Fern Highway District
Ferdinand Highway District
Fish Haven Mosquito Abatement District
Fremont County District Library
Friedman Memorial Airport Authority
Garden Valley District Library
Garden Valley Fire Protection District
Garden Valley Recreation District
Gateway Fire Protection District
Gem County Fire Protection District
Gem County Mosquito Abatement District
Glenns Ferry Highway District
Golden Gate Highway District No. 3
Gooding County Memorial Hospital District
Grace District Library
Grangeville Highway District
Granite Powder Water and Sewer District
Greater Boise Auditorium District
Greater Middleton Parks and Recreation District
Greater Teton Valley Fire Protection District No. 2
Groveland Water and Sewer District
Harbor View Estates Water and Sewer District
Hayden Lake Irrigation District
Hayden Lake Recreational Water and Sewer District
Hillsdale Highway District
Hoopdale Highway District
Hoo Doo Water and Sewer District
Horseshoe Bend Fire Protection District
Idaho Soil and Water Conservation District
Indian Valley Rural Fire District
Iona-Burmudie Sewer District
Island Park Fire District
Jerome Highway District
Jerome Recreation District
Jerome Rural Fire District No. 1
Kendall Fire Protection District
Kendall Highway District
Ketchum Rural Fire Protection District
Kibbie Ferris Highway District
Kingston Water District
Kootenai County Water District No. 1
Kootenai Ponderay Sewer District
Kootenai-Shoshone Soil and Water Conservation Dist
Kuna Library District
Lachute Water District
Lakes Highway District
Latah County Library District
Latah Soil and Water Conservation District
Lemhi Soil and Water Conservation District
Lewiston Orchards Irrigation District
Lewiston-Nez Perce County Regional Airport Authority
Lincoln County Recreation District
Little Blacktail Ranch Water District
Little Wood River Library District
Lizard Butte Library District
Lost River Highway District
MBT Water and Sewer District
Mackay Free Library District
Madison Library District
Mesing Rural Fire District
McCall Fire Protection District
McCall Memorial Hospital District
Meridian Cemetery Maintenance District
Meridian Library District
Meridian Rural Fire Protection District

Oregon

Grant School District No. 3
Grande Pass School District No. 7
Greater Albany Public School District 8J
Gresham-Barlow School District
Harney County School District No. 3
Harney Education Service District
Harper School District No. 66
Harrisburg School District No. 7
Hale School District No. 1-8
Hermiston School District
High Desert Education Service District
Hillsboro School District No. 1J
Hood River County School District
Huntington School District No. 16J
Imbler School District No. 11
InterMountain Education Service District
Iona School District 12
Jackson County School District No. 9
Jackson Education Service District
Jefferson County School District No. 509-J
Jefferson School District
Juvenil School District No. 6
John Day School District No. 3
Jordan Valley School District No. 3
Joseph School District No. 6
Junction City School District No. 69
Klamath County School District
Klamath Falls City Schools
Knappa School District
La Grande School District No. 1
Lake County School District No. 7
Lake Ed Service District
Lake Oswego School District No. 7J
Lakeview School District No. 7
Linn Education Service District
Lobeyan Community School District No. 9
Lincoln County School District
Linn-Benton-Lincoln Education Service District
Long Creek School District No. 17
Lowell School District No. 71
Mapleton School District No. 32
Malcolm School District No. 78J
McKenzie School District
Mckinleyville School District No. 40
Medford School District No. 549C
Milton-Freewater School District No. 7
Mitchell School District No. 55
Molalla River School District
Monument School District
Monroe County School District
Mt. Angel School District
Multnomah Education Service District Consortium
Myrtle Point School District
Nesh-Yelly-Ola School District No. 34
Nestucca Valley School District No. 101
New Hope Christian Schools
Newberg School District No. 29J
North Bend School District No. 13
North Central Education Service District
North Clackamas School District No. 12
North Douglas School District No. 22
North Lake School District
North Marion School District No. 15
North Santiam School District No. 29
North Wasco County School District No. 21
Northwest Regional Education Service District
Nyssa School District No. 26
Oakland School District
Oakridge School District No. 76
Ontario School District No. 8C
Oregon City School District No. 62
Oregon Trail School District No. 46
Paisley School District No. 11
Parkrose School District No. 3
Pendleton School District No. 16
Perrydale School District No. 21J
Philomath School District No. 17J
Phoenix-Talent School District
Pilot Rock School District No. 2
Pine Eagle School District No. 61
Piedmont School District
Pleasant Hill School District
Plush School District 18
Port Orford-Langlois School District No. 2CJ
Portland Public School District No. 1
Powers School District No. 31
Prairie City School District No. 4
Prospect School District
Reinier School District No. 19
Redmond School District No. 2J
Reedsport School District No. 105
Region 9 Education Service District
Reynolds School District No. 7
Riddle School District No. 70

South Carolina

Lexington County School District No. 2
Lexington County School District No. 3
Lexington County School District No. 4
Lexington-Richland Counties School District No. 5
Marion County School District
Marion County School District No. 7
Marlboro County School District
McCormick County School District
Newberry County School District
Oconee County School District
Orangeburg Consolidated School District Four
Orangeburg County Consolidated School District No. 3
Orangeburg County Consolidated School District No. 5
Pickens County School District
Richland County School District No. 1
Richland County School District No. 2
Rock Hill School District No. 3
Saluda School District No. 1
South Carolina Public Charter School District
Spartanburg County School District No. 1
Spartanburg County School District No. 2
Spartanburg County School District No. 3
Spartanburg County School District No. 4
Spartanburg County School District No. 5
Spartanburg County School District No. 6
Spartanburg County School District No. 7
Sumter School District
Sumter School District No. 17
Sumter School District No. 2
Union County School District
Ware Shoals School District No. 51
Williamsburg County Schools
Williston School District No. 29
York School District No. 1

Special District

Abbeville Housing Authority
Aiken Housing Authority
Anderson Housing Authority
Atlantic Beach Housing Authority
Beaufort Housing Authority
Beaufort-Jasper Water and Sewer Authority
Beech Island Rural Community Water District
Belton-Honea Path Water Authority
Bennettsville Housing Authority
Berea Public Service District
Berkeley County Water and Sanitation Authority
Big Creek Water and Sewerage District
Bluffton Township Fire District
Boiling Springs Fire District, Greenville County
Brand Creek Public Service District
Buffalo-Mt. Pisgah Fire Protection District
Burton Fire District
Central Midlands Regional Transit Authority
Charleston Area Regional Transportation Authority
Charleston County Aviation Authority
Charleston County Housing and Redevelopment Authority
Charleston Housing Authority
Charleston Naval Complex Redevelopment Authority
Charleston Soil and Water Conservation District
Clemson Housing Authority
Chester Housing Authority
Chester Metropolitan District
Chester Sewer District
Coast Regional Transportation Authority
Columbia Housing Authority
Conway Housing Authority
Daniel Morgan Water District
Darlington County Fire District
Darlington County Water and Sewer Authority
Darlington Housing Authority
Dunnals-Doe West Water and Sewer Authority
Dorchester County Sales Tax Transportation Authority
Dorchester County Water Authority
Duncan Chapel Fire District
Easley Housing Authority
Easley-Central Water District
East Richland County Public Service District
Edgefield County Water and Sewer Authority
Florence Housing Authority
Fort Mill Housing Authority
Fripp Island Public Service District
Gaffney Housing Authority
Gaston Rural Community Water District
Georgetown County Water and Sewer District
Georgetown Housing Authority
Gilbert-Summit Rural Water District
Grand Strand Water and Sewer Authority
Greenville Areas District
Greenville County Recreation District
Greenville County Redevelopment Authority
Greenville Housing Authority
Greenville Transit Authority
Greenwood Metropolitan District
Greer Housing Authority

Utah

Davis Community Housing Authority
Davis County Housing Authority
Davis-Salt Lake Aerial Spray Authority
Duchesne County Upper Country Water Improvement District
Duchesne County Water Conservancy District
Emery County Housing Authority
Emery County Municipal Building Authority
Emery County Special Service District No. 1
Emery Water Conservancy District
Enterprise Improvement District
Fruitland Special Service District
Garden City Fire District
Grand County Housing Authority
Granger-Hunter Improvement District
Heber Valley Special Service District
Hooper Water Improvement District
Jensen Water Improvement District
Juliaeta Water Improvement District
Jordan Valley Water Conservancy District
Jordanelle Special Service District
Juab Special Service Fire District
Kane County Water Conservancy District
Kearns Improvement District
Lake Point Improvement District
Logan-Cache Airport Authority
Mapleton Water and Sewer Improvement District
Magna Mosquito Abatement District
Magna Water District
Metropolitan Water District of Salt Lake and Sandy
Midvalley Improvement District
Millcreek Sanitation District
Millard Area Healthcare Service District
Moab Mosquito Abatement District
Moab Valley Fire Protection District
Mountain Green Sewer Improvement District
Mountain Regional Water Special Service District
Mountain View Special Service District
Mt. Olympus Improvement District
North Davis County Sewer District
North Davis Fire District
North Emery Water Users Special Service District
North Fork Special Services District
North Pointe Solid Waste Special Service District
North Summit Fire District
North Tooele County Fire Protection District
North Utah Water Conservancy District
North View Fire District
Ogden Housing Authority
Onaqui Park Water Improvement District
Park City Fire Service District
Price River Water Improvement District
Provo Housing Authority
Rockville/Springdale Fire Protection District
Roosevelt City Housing Authority
Salt Lake City Housing Authority
Salt Lake City Mosquito Abatement District
Salt Lake County Housing Authority
Sandy Suburban Improvement District
Scofield Reservoir Special Service District
Sevier County Special Service District No. 1
Skyline Mountain Special Service District
Sugarville Rule Special Recreation District
Sugarville Rule Water Reclamation District
Solid Waste Special Service District No. 1
South Davis Sewer District
South Davis Water District
South Ogden Conservation District
South Salt Lake Valley Mosquito Abatement District
South Summit Fire Protection District
South Utah Valley Solid Waste District
South Valley Sewer District
Southeastern Utah Housing Authority
Spanish Valley Water and Sewer Improvement District
St. George Housing Authority
Stansbury Park Improvement District
Strawberry Electric Service District
Sugar House Park Authority
Tabby Valley Park Special Service District
Taylorsville-Bennion Improvement District
Thompson Special Service District
Timpanogos Special Service District
Tooele County Housing Authority
Tooele County Recreation Special Service District
Tridell-Lapoint Water Improvement District
Uintah Animal Control and Shelter Special Service District
Uintah County Municipal Building Authority
Uintah Fire Suppression Special Service District
Uintah Health Care Special Service District
Uintah Highlands Water and Sewer Improvement District
Uintah Mosquito Abatement District
Uintah Recreation District
Uintah Transportation Special Service District
Uintah Water Conservancy District
Unified Fire Authority

Washington

Aberdeen School District No. 5
Adna School District No. 226
Alaska Island District No. 17
Anacortes School District No. 103
Arlington Public Schools
Asotin-Anatone School District
Auburn School District No. 408
Bainbridge Island School District No. 303
Battle Ground School District No. 119
Bellevue Christian School District
Bellevue School District No. 405
Bellingham School District No. 501
Benge School District No. 122
Bethel School District No. 403
Bickleton School District
Blaine School District No. 503
Boistfort School District No. 234
Bremerton School District
Brewster School District No. 111
Bridgeport School District No. 75
Brinnon School District No. 46
Burlington-Edison School District No. 100
Camas School District
Cape Flattery School District No. 401
Capital Region Educational Service District No. 113
Carbonado Historical School District No. 19
Cascade Christian Schools
Cascade School District No. 228
Cashmere School District No. 222
Castle Rock School District No. 401
Central Kitsap School District No. 401
Central Valley School District No. 356
Centralia School District No. 401
Chehalis School District No. 302
Cheney School District No. 360
Chewelah School District No. 36
Chief Leschi School System
Chimacum School District No. 49
Chelan School District No. 1250-185
Chief Elwa-Dunlap School District
Clover Park School District No. 400
Colfax School District No. 300
College Place School District No. 250
Colton School District No. 306
Columbia School District No. 206
Columbia School District No. 206, Stevens County
Columbia School District No. 400
Colville School District No. 115
Concrete School District No. 11
Conway Consolidated School District No. 317
Cosmopolis School District
Cowlitz-Wahkiakum School District No. 15.1
Coupeville School District No. 204
Crescent School District
Creston School District No. 73
Curlew School District No. 50
Cusick School District
Darrington School District No. 330
Davenport School District No. 207
Dayton School District No. 2
Deer Park School District No. 414
Dieringer School District
Dixie School District
East Valley School District No. 90
East Valley School District No. 361, Spokane County
East Valley School District No. 90, Yakima County
Eastmont School District No. 206
Ephrata School District No. 404
Edwards School District No. 15
Educational Service District No. 112
Ellensburg School District No. 401
Elma School District No. 68
Endicott School District No. 308
Enloe School District No. 127
Enumclaw School District No. 216
Esperia School District No. 165
Evaline School District No. 36
Everett School District No. 2
Evergreen School District No. 114, Clark County
Evergreen School District No. 205
Federal Way Public Schools
Ferndale School District No. 502
Fife School District No. 417
Finley School District
Franklin Pierce School District No. 402
Freeman School District No. 358
Garfield School District No. 302
Glenwood School District
Goldendale School District
Grand Coulee Dam School District
Grandview School District No. 200
Granger School District No. 204
Granite Falls School District No. 332

Hawaii

Idaho

Nine Mile Island Fire Protection District
Middleton Rural Fire District
Midvale Fire Protection District
Minidoka County Fire Protection District
Minidoka County Highway District
Moreland Water and Sewer District
Mountain Home Highway District
Mountain View Transportation Authority
Nampa and Meridian Irrigation District
Nampa Highway District No. 1
Nampa Housing Authority
New Plymouth Fire District
North Bingham County District Library
North Center Hospital District
North Hayland Water and Sewer District
North Lake Recreational Sewer and Water District
North Latah County Highway District
Northern Lakes Fire District
Northside Fire District
Notus-Parma Highway District No. 2
Oakley Highway District
Oakley Library District
Ola District Library
Oneida County Fire District
Oregon Trail Recreation District
Outlet Bay Water and Sewer District
Panhandle Health District
Parma Rural Fire Protection District
Pine Ridge Water and Sewer District
Pinehurst Water District
Pioneer Irrigation District
Placerville Fire Protection District
Pocatello Housing Authority
Pocatello-Chubbuck Auditorium District
Portneuf District Library
Post Falls Highway District
Power County Highway District
Prairie Highway District
Prairie River Library District
Progressive Irrigation District
Salt River Highway District
Rapid River Water and Sewer District
Richfield District Library
Riverside Independent Water District
Rock Creek Fire District
Rockland Rural Fire District
Rogerson Water District
Rose Point Water District
Sagle Fire District
Salmon River Clinic Hospital District
San Cemo Fire District
Santa-Fernwood Water and Sewer District
Schweitzer Fire-Rescue District
Soldiers Irrigation District
Shelley/Firth Fire District
Shoshone City & Rural Fire District
Shoshone County Fire Protection District No. 2
Shoshone Highway District No. 2
Smith Ranch Library District
South Bingham Soil Conservation District
South Boundary Fire Protection District
South Center Fire District
South Fork Coeur d'Alene River Sewer District
South Latah Highway District
Southside Water and Sewer District
Southeastern Idaho Cooperative Housing Authority
St. Maries Fire Protection District
Star Joint Fire District
Star Sewer and Water District
Sun Valley Water and Sewer District
Sunset Heights Water District
Targhee Regional Public Transit Authority
Targhee Regional Public Transportation Authority
Teton County Fire Protection District
Three Creek Highway District
Three Mile Water District
Timberlake Fire Protection District
Twin Falls Highway District
Twin Falls Housing Authority
Twin Falls Rural Fire Protection District
Twin Ridge Rural Fire District
Union Independent Highway District
Upper Fords Creek Rural Fire District
Wann Lake Recreational Water District
Wendell Highway District
West Boise Sewer District
West Bonner Library District
West Bonner Water and Sewer District
West Pend Oreille Fire District
Western Ada Recreation District
Western Elmore County Recreation District
Wilder Irrigation District
Wilder Public Library District
Wilder Rural Fire Protection District

Oregon

Riverdale School District No. 51J
Rogue River School District No. 35
Roseburg Public Schools
Salem-Keizer Public School District No. 24J
Sardines Canyon School District No. 12M
Sardines Christian Schools
Scappoose School District No. 1J
Scio School District No. 95C
Seaside School District
Sheridan School District No. 48J
Sherman County School District
Sherwood School District No. 88J
Silver Falls School District No. 4J
Sisters School District No. 6
Siuslaw School District No. 97J
South Coast Education Service District, Region No. 7
South Lane School District No. 45J3
South Umpqua School District No. 19
South Wasco County School District No. 1
Southern Oregon Education Service District
Spray School District No. 1
Springfield School District No. 19
St. Helens School District No. 502
St. Paul School District No. 45
Stanfield School District No. 61
Sutherlin School District No. 130
Sweet Home School District No. 55
Three Rivers School District
Tigard-Tualatin School District No. 23J
Tillamook School District No. 9
Ukiah School District 80 R
Umatilla School District No. 6
Union School District 5
Vale School District No. 84
Vernonia School District 47J
Wallowa School District No. 12
Warrenton-Hammond School District No. 30
West Linn-Wilsonville School District
Willamette Education Service District
Willamina School District No. 30J
Winston-Dillard School District No. 116
Woodburn School District No. 103
Yamhill-Carlton School District No. 1
Yoncalla School District No. 32

Special District

Adair Rural Fire Protection District
Amity Fire District
Applegate Valley Fire District No. 9
Arch Cape Sanitary District
Arch Cape Water District
Arnold Irrigation District
Annsville Rural Fire District
Baker County Library District
Baker Rural Fire Protection District
Baker Valley Soil and Water Conservation District
Banks Rural Fire Protection District
Barlow Water Improvement District
Bay Area Hospital District
Bend Parks and Recreation District
Beverly Beach Water District
Black Butte Ranch Rural Fire Protection District
Blue Mountain Hospital District
Blue River Water District
Boardman Park and Recreation District
Boardman Rural Fire Protection District
Bonita Water District No. 26
Brasfield Creek Retreat Special Road District
Brownsville Rural Fire District
Bull-Ied Prairie Water District
Butler Hill Sanitary District
Burlington Water District
Camellia Park Sanitary District
Canyon Ranch Rural Fire Protection District
Central Lincoln People's Utility District
Central Oregon Irrigation District
Central Oregon Park and Recreation District
Central Oregon Regional Housing Authority
Charleston Fire District
Charleston Sanitary District
Chehalem Park and Recreation District
Chenowith Water Public Utility District
Clatsop-Nehalem Rural Fire Protection District
Clatskanie Valley Domestic Water Supply District
Chrisman Valley Park and Recreation District
Clackamas County Fire District No. 1
Clackamas County Housing Authority
Clackamas County Soil and Water Conservation District
Clatskanie Park and Recreation District
Clatskanie People's Utility District
Clatskanie Rural Fire Protection District
Clatsop Care Center Health District
Clatsop County Housing Authority
Cloverdale Rural Fire Protection District
Coburg Rural Fire Protection District

South Carolina

Hartsville Housing Authority
Hilton Head No. 1 Public Service District
Holly Springs Fire-Rescue District
Homestead Park Water and Sewer District
Jasper Mural Public Service District
Kingstree Housing Authority
Lady's Island-St. Helena Fire District
Lake City Housing Authority
Lancaster County Water and Sewer District
Lancaster Housing Authority
Lancaster Soil and Water Conservation District
Laurens Housing Authority
Lexington County Health Services District, Inc.
Liberty-Chesnee-Fingerville Water District
Local Housing Authority
Lowcountry Regional Transportation Authority
Lugoff-Elgin Water Authority
Marion Housing Authority
Marlboro County Housing Authority
McCall Housing Authority
Medical University Hospital Authority
Metropolitan Sewer Sub-District
Milford Water and Sewer District
Moline Housing Authority
Murrells Inlet-Garden City Fire District
Myrtle Beach Air Force Base Redevelopment Authority
Myrtle Beach Housing Authority
Newberry County Water and Sewer Authority
Newberry Housing Authority
North Charleston Housing Authority
North Charleston Sewer District
North Greenville Fire District
Oconee County Joint Regional Sewer Authority
Parker Sewer and Fire Subdistrict
Patriots Point Development Authority
Pee Dee Regional Airport District
Pee Dee Regional Transportation Authority
Piedmont Public Service District
Pioneer Rural Water District
Powdersville Water District
Richland-Lexington Airport District
Richland-Lexington Riverbanks Park District
Rock Hill Housing Authority
Sabula County Water and Sewer Authority
Sandy Springs Water District
Santee Fire Service District
Santee Wateree Regional Transportation Authority
Sheldon Township Fire District
Slate-Marietta Fire District
South Carolina Housing Authority Bond Council
South Carolina Public Employee Benefit Authority
South Carolina Regional Housing Authority No. 1
South Carolina Regional Housing Authority No. 3
South Carolina State Education Assistance Authority
South Carolina State Fiscal Accountability Authority
South Carolina State Housing Finance and Development Authority
South Carolina State Ports Authority
South Greenville Fire District
South Island Public Service District
Southside Rural Community Water District
Spartanburg Housing Authority
Spartanburg Regional Health Services District
St. Andrews Public Service District South Carolina
St. John's Fire District
Sharon Water and Sewer District
Sharon-Jackson-Midland-Duncan Water District
Sumter Housing Authority
Talatha Rural Community Water District
Tegless Fire and Sewer District
Three Rivers Solid Waste Authority
Tigerville Fire District
Tri-County Solid Waste Authority
Union Housing Authority
Valley Public Service Authority
Waccamaw Regional Transportation Authority
Wedgefield-Stateburg Water District
West Anderson Water District
Westside-Fairforest Fire District
Wilkins Fire Protection District
Williamsburg County Transit Authority
Williamsburg County Water and Sewer Authority
Woodruff Housing Authority
Woodruff-Roebuck Water District
York County Natural Gas Authority

State

Santee-Lynches Regional Council of Governments
South Carolina Department of Health and Environmental Control
South Carolina Department of Mental Health
South Carolina Department of Revenue
South Carolina General Services Division
South Carolina Office of Regulatory Staff
South Carolina State Budget and Control Board
South Carolina State Treasurer's Office
State Of South Carolina

Utah

Utah County Housing Authority
Utah Public Housing Authority
Utah Transit Authority
Utah Valley Dispatch Special Service District
Wasatch County Fire District
Wasatch Front Waste and Recycling District
Wasatch Integrated Waste Management District
Washington County Water Conservancy District
Waste Management Service District No. 5
Weber Basin Water Conservancy District
Weber Fire District
Weber Memorial Abatement District
Weber-Box Elder Conservation District
Wellsville-Mendon Conservancy District
White City Water Improvement District
Woodruff Fire District

State

State Of Utah
Utah Department of Administrative Services
Utah Department of Health
Utah State Legislature
Utah State Treasurer

Tribal

Confederated Tribes of the Goshute Reservation
Kanosh Band of the Paiute Indian Tribe of Utah
Koosharem Band of the Paiute Indian Tribe
Northwestern Band of Shoshone Nation
Northwestern Band of the Shoshone Nation Housing Authority
Paiute Indian Tribe of Utah
Skull Valley Band of Goshute Indians
Ute Indian Tribe

Washington

Carpenter School District No. 14
Great Northern School District
Green Mountain School District No. 103
Griffin School District No. 324
Harrington Public Schools
Highland School District No. 203
Highline School District No. 401
Hockinson School District
Naval Canal School District No. 404
Hoquiam School District No. 28
Inchelium School District No. 70
Issaquah School District No. 411
Kalama School District No. 402
Keller School District No. 3
Kelso School District No. 458
Kennewick School District No. 17
Kent School District No. 415
Kettle Falls School District No. 212
Kiona-Benton City School District No. 52
Kittitas School District
Klickitat School District No. 402
La Center School District
La Conner School District No. 311
LaCrosse School District
Lake Chelan School District No. 129
Lake Quinault School District No. 97
Lake Stevens School District No. 4
Lake Washington School District No. 414
Lakewood School District No. 306
Lamont School District
Liberty School District No. 362
Lind School District
Longview School District No. 122
Loon Lake School District No. 183
Lopez Island School District No. 144
Lyle School District No. 406
Lynden School District No. 504
Mabton School District No. 120
Meadowdale School District No. 207
Mercer Island School District
Mary M. Knight School District
Mary Walker School District No. 207
Marysville School District No. 25
McCleary School District No. 65
Mead School District No. 354
Medical Lake School District No. 326
Mercer Island School District No. 400
Methow Valley School District
Mid-Columbia School District No. 459
Mid-Valley School District
Monroe School District No. 103
Montesano School District No. 66
Morton School District No. 214
Moses Lake School District No. 161
Mossyrock School District No. 206
Mt. Adams School District No. 209
Mt. Baker School District No. 507
Mt. Vernon School District No. 320
Muckleshoot School District No. 6
Naches Valley School District No. 3
Napavine School District No. 14
Nasalle-Grays River Valley School District No. 155
Naselle School District No. 54
Newport School District No. 56-415
New Mile Falls School District No. 325/179
Newhalem Valley School District No. 306
North Beach School District No. 64
North Franklin School District No. 51
North Kitsap School District No. 400
North Mason School District
North Thurston Public Schools
Northport School District No. 211
Northshore School District No. 417
Oak Harbor School District No. 201
Ocosmoke School District No. 105
Ocosmoke School District No. 400
Ocean Beach School District No. 101
Ocosta School District No. 172
Odessa School District No. 105
Okanogan School District No. 105
Olympia School District No. 111
Olympic Educational Service District
Omak School District No. 19
Onalaska School District No. 300
Orcas Creek School District No. 13
Orcas Island School District No. 137
Orchard Prairie School District No. 123
Orient School District No. 65
Oroville School District No. 410
Orting School District No. 344
Othello School District
Palmenia School District No. 302
Palouse School District No. 301
Pasco School District No. 1

Hawaii

Idaho

Wilderness Ranch Fire Protection District
Winona Highway District
Worley Fire District
Worley Highway District

State

Idaho Department of Administration
Idaho Department of Health and Welfare
State Of Idaho

Tribal

Coeur d'Alene Tribe
Kootenai Tribe of Idaho
Nez Perce Tribal Enterprise
Nez Perce Tribe
Shoshone-Bannock Tribes

Oregon

Colton Fire District
Colton Water District
Columbia Corridor Drainage Districts Joint Contracting Authority
Columbia Health District
Columbia Improvement District
Columbia River People's Utility District
Columbia Soil and Water Conservation District
Coos County Airport District
Coos County Library Service District
Coquille Indian Housing Authority
Coquille Valley Hospital District
Corbett Water District
Corvallis Rural Fire Protection District
Cove Rural Fire Protection District
Crooked River Ranch Rural Fire Protection District
Crooked River Ranch Special Road District
Curry Health District
Curry Public Library District
Dallas Cemetery District No. 4
Dean Mineral Water District
Dee Rural Fire Protection District
Deschutes County 911 Service District
Deschutes County Rural Fire District No. 1
Deschutes Valley Water District
Devils Lake Water Improvement District
Dexter Rural Fire Protection District
Douglas County Fire District No. 2
Douglas County Housing Authority
Douglas Soil and Water Conservation District
Drakes Crossing Rural Fire Protection District
Duller Recreation District
Eagle Valley Soil and Water Conservation District
East Fork Irrigation District
East Multnomah Soil and Water Conservation District
East Umatilla County Health District
East Valley Water District
Echo Rural Fire District
Elsie-Vinemaple Rural Fire Protection District No. 11
Emerald People's Utility District
Estacada Rural Fire District No. 69
Fairview Water District
Falcon Cove Beach Water District
Farmers Irrigation District
Gardiner Sanitary District
Gaston Rural Fire District
Gates Rural Fire Protection District
Gearhart Rural Fire Protection District
Glendale Rural Fire Protection District
Glendale Sanitary District
Goshen Fire District
Government Camp Sanitary District
Grand Ronde Sanitary District
Grant County Transportation District
Grant Soil and Water Conservation District
Gurnis Pass Irrigation District
Green Sanitary District
Haines Road Special District
Halsey-Shedd Rural Fire Protection District
Hamlet Rural Fire Protection District
Harbor Sanitary District
Harbor Water Public Utility District
Harney District Hospital
Harney Soil and Water Conservation District
Harrison Road Fire Protection District
Hazeldell Rural Fire Protection District
Hebo Joint Water and Sewer Authority
Hermiston Water District
Hermiston Cemetery District
Hermiston Fire and Emergency Services District
Hermiston Irrigation District
Hood River County Library District
Hood River County Transportation District
Hood River Valley Parks and Recreation District
Hoodland Fire District No. 74
Hubbard Rural Fire Protection District
Ice Fountain Water District
Illinois Valley Rural Fire Protection District
Iona Road Fire Protection District
Irrigon Community Park and Recreation Maintenance District
Jackson County Airport Authority
Jackson County Fire District No. 3
Jackson County Fire District No. 5
Jackson County Housing Authority
Jackson County Library District
Jackson County Vector Control District
Jackson Soil and Water Conservation District
Jefferson Rural Fire Protection District
John Day/Canyon City Parks and Recreation District
Junction City Rural Fire Protection District
Juniper Flat Rural Fire Protection District
Keating Soil and Water Conservation District
Keizer Rural Fire Protection District
Kena Fire Protection District
Kernville-Shoreline Beach-Lincoln Beach Water District

South Carolina

Township

Township of Grand Meadow

Tribal

Catawba Indian Nation

Utah

Washington

Peterson School District
Petaluma School District No. 30
Pe Ell School District No. 301
Peninsula School District
Pioneer School District No. 402
Pomeroy School District No. 110
Port Angeles School District No. 121
Port Townsend School District No. 50
Prescott School District No. 402-37
Pride Prep Schools
Prosser School District No. 116
Puget Sound Educational Service District
Pullman School District No. 267
Puyallup School District No. 3
Quincy-Clearwater School District No. 28
Quillayute Valley School District No. 402
Quincy School District No. 144
Rainier School District No. 307
Raymond School District No. 116
Reardan-Edwall School District
Renton School District No. 403
Republic School District
Richland School District No. 400
Ridgefield School District No. 122
Ritzville School District
Riverside School District
Riverview School District No. 407
Rochester School District
Romeo School District No. 320
Royal School District
San Juan Island School District No. 149
Selkirk School District No. 70
Sequim School District No. 323
Shaw Island School District No. 10
Shelton School District No. 309
Shoreline School District No. 412
Skykomish School District
Snohomish School District No. 201
Snoqualmie Valley School District No. 410
Soap Lake School District No. 156
South Bend School District No. 118
South Whidbey School District No. 206
Southside School District
Spokane Public Schools
Sprague School District
St. John School District No. 322
Stanwood-Camano School District No. 401
Stehekeen Historical School District No. 1
Stephen School District No. 204
Stevenson-Carson School District No. 303
Sultan School District No. 311
Summit Valley School District 202
Sumner School District No. 320
Sunnyside School District No. 201
Tacoma School District No. 10
Tahoma School District No. 77
Tahuya School District No. 400
Tekoa School District No. 265
Tenino School District No. 402
Thorp School District No. 400
Toledo School District No. 237
Tonasket School District
Toppenish School District No. 202
Touchet School District No. 300
Trinity Lake School District No. 130
Trout Lake School District No. 6-400
Tukwila School District No. 406
Turnwater School District No. 33
Union Gap School District No. 2
University Place School District No. 83
Valley School District
Valley School District No. 70
Vancouver School District No. 37
Vashon Island School District No. 402
Waitsburg School District No. 401
Walla Walla School District No. 140
Wapato School District No. 207
Warden School District No. 146-161
Washington Schools Risk Management Pool
Washington State Educational Service District
Washougal School District
Washtucna School District
Waterville School District No. 209
Wellpinit School District
Wenatchee School District No. 246
West Valley School District No. 208, Yakima County

Hawaii

Idaho

Oregon

Klamath County Fire District No. 1
Klamath County Library Service District
Klamath Housing Authority
Klamath Irrigation District
Klamath Vector Control District
La Grande Rural Fire Protection District
La Pine Park and Recreation District
La Pine Rural Fire Protection District
La Pine Water District
Lake District Hospital
Lake Grove Water District
Lakeside Fire District No. 4
Lane County Fire District No. 1
Lane Library District
Lane Transit District
Langlois Water District
LaPine Special Sewer District
Lebanon Aquatic District
Lebanon Fire District
Lewis and Clark Rural Fire Protection District
Libby Drainage District
Linn Benton Housing Authority
Lookingglass Rural Fire District
Lorane Rural Fire Protection District
Lowell Rural Fire Protection District
Lower Umpqua Hospital District
Lusted Water District
Malheur Aquatic Center District
Malheur County Housing Authority
Malin Rural Fire Protection District
Mapleton Water District
Marion County Fire District No. 1
Marion Soil and Water Conservation District
Medford Irrigation District
Merrill Rural Fire Protection District
Mid-County Cemetery Maintenance District
Middle Fork Irrigation District
Miles Crossing Sanitary Sewer District
Mill City Rural Fire Protection District
Milton-Freewater Water Control District
Mist-Birkenfeld Rural Fire Protection District
Mohawk Valley Rural Fire District
Molalla River Improvement District
Molalla Rural Fire Protection District No. 73
Monroe Rural Fire Protection District
Morrow County Health District
Mountain View Hospital District
Mt. Angel Fire District
Multnomah County Drainage District No. 1
Multnomah County Rural Fire Protection District No. 10
Multnomah County Rural Fire Protection District No. 14
Nadia Beach-Ophir Water District
Neahkahnie Regional Sanitary Authority
Nehalem Regional Water District
Netarts Rural Fire Protection District
Netarts-Oceanside Sanitary District
Netarts-Oceanside Rural Fire Protection District
North Bay Rural Protection Fire District
North Bend City/Coos County Housing Authority
North Central Public Health District
North Clackamas Parks and Recreation District
North County Recreation District
North Gilliam Cemetery District
North Gilliam County Rural Fire Protection District
North Lincoln Fire and Rescue District No. 1
North Powder Rural Fire Protection District
North Shannon County Rural Fire Protection District
North Unit Irrigation District
Northeast Oregon Housing Authority
Northern Wasco County Park and Recreation District
Northern Wasco County People's Utility District
Northwest Oregon Housing Authority
Nyssa Rural Assessment District No. 2
Nyssa Rural Fire Protection District
Oak Hill Sanitary District
Oak Lodge Sanitary District
Oak Lodge Water District
Oceanside Water District
Ochoco West Sanitary District
Odell Sanitary District
Odessa Library District
Oregon Fire Districts Association
Oregon Infrastructure Finance Authority
Oregon Tidal Library District
Oregon Water Wonderland Unit 4 Sanitary District
Owyhee Irrigation District
Pacific City Joint Water Sanitary Authority
Pacific Communities Health District
Palatine Hill Water District
Peninsula Drainage District No. 1
Peninsula Drainage District No. 2
Pilot Rock Fire Protection District
Pine Grove Rural Fire Protection District
Pleasant Hill Rural Fire Protection District

South Carolina

Utah

Washington

West Valley School District No. 363, Spokane County
White Pass School District No. 303
White River School District No. 416
White Salmon Valley School District No. 405-17
Willard School District No. 208
Willapa Valley School District No. 160
Wilson Creek School District
Winlock School District No. 232
Wishkah Valley School District No. 117
Woodland School District No. 404
Yakima School District No. 7
Yelm Community School District No. 2
Zillah School District No. 205

Special District

Acme Water District No. 20
Adams County Fire Protection District No. 1
Adams County Mosquito Control District
Agnew Lake Irrigation District
Alderwood Water and Wastewater District
Alpine Water District
Anacortes Housing Authority
Annapolis Water District
Asotin County Cemetery District No. 1
Asotin County Conservation District
Asotin County Fire District No. 1
Asotin County Housing Authority
Asotin County Public Utility District No. 1
Badger Mountain Irrigation District
Bainbridge Island Metropolitan Park and Recreation District
Basin City Water/Sewer District
Bayview Ranch Water District
Beacon Hill Water and Sewer District
Benbow Irrigation District
Bethel Water District No. 1
Bellevue Convention Center Authority
Bellingham Housing Authority
Bellingham Public Development Authority
Benton County Diking District No. 1
Benton County Fire Protection District No. 1
Benton County Fire Protection District No. 2
Benton County Fire Protection District No. 4
Benton County Fire Protection District No. 5
Benton County Fire Protection District No. 6
Benton County Mosquito Control District
Benton County Public Utility District No. 1
Berdeen Irrigation District
Berdeen-Franklin Health District
Beverly Water District
Birch Bay Water and Sewer District
Black Diamond Water District
Bremerton Housing Authority
Buchanan-Upcher County Airport Authority
Bulmark Irrigation District No. 4
Cascade Irrigation District No 7
Cascadia Conservation District
Cedar River Water and Sewer District
Central Kitsitat County Park and Recreation District
Central Pierce Fire and Rescue District No. 6
Central Puget Sound Regional Transit Authority
Central Valley Ambulance Authority
Chelan County Fire District No. 1
Chelan County Fire District No. 3
Chelan County Fire District No. 5
Chelan County Fire District No. 6
Chelan County Fire District No. 7
Chelan County Fire District No. 8
Chelan County Fire District No. 9
Chelan County Public Hospital District No. 1
Chelan County Public Utility District No. 1
Chelan County/Wenatchee Housing Authority
Chelan-Douglas Health District
Chinook Water District
Chuckanut Community Forest Park District
Chilton Conservation District
Clallam County Fire District No. 2
Clallam County Fire District No. 5
Clallam County Fire District No. 6
Clallam County Fire Protection District No. 1
Clallam County Fire Protection District No. 3
Clallam County Fire Protection District No. 4
Clallam County Hospital District No. 1
Clallam County Housing Authority
Clallam County Park and Recreation District No. 1
Clallam County Public Hospital District No. 2
Clallam County Public Utility District No. 1
Clark County Fire District No. 10
Clark County Fire District No. 11
Clark County Fire District No. 13
Clark County Fire District No. 5
Clark County Fire Protection District No. 2
Clark County Fire Protection District No. 6
Clark County Public Utility District No. 1
Clark Regional Wastewater District
Clint Irrigation District

Hawaii

Idaho

Pleasant Home Water District
Polk County Fire District No. 1
Polk County Housing Authority
Pull Soil and Water Conservation District
Portland Metropolitan Area Water District
Public Procurement Authority
Rainbow Water District
Raleigh Water District
Redmond Area Park and Recreation District
Rickle Rural Fire District
River Forest Acres Special Road District
Rose Road Park and Recreation District
Evergreen Water District
Roads End Sanitary District
Roberts Creek Water District
Redmond Water People's Utility District
Rogue River Cemetery Maintenance District
Rogue Valley Transportation District
Roseburg Urban Sanitary Authority
Sable Drive Road District
Salem Area Mass Transit District
Salem Housing Authority
Salem-Keizer Transit District
Santa Clara Rural Fire Protection District
Sarlson Water Control District
Sauvies Island Rural Fire District
Sale Rural Fire District
Scottsburg Rural Fire District
Seal Rock Fire District
Seal Rock Water District
Shangri-La Water District
Shasta View Irrigation District
Siletz Rural Fire Protection District
Silverton Fire District
Sabre-Camp Sherman Rural Fire Protection District
Siuslaw Public Library District
South Clackamas Transportation District
South Suburban Sanitary District
Southern Curry Cemetery Maintenance District
Southeast Lincoln County Water District
Spring River Special Road District
Springfield Utility District
Stanfield Fire District No. 7-402
Stayton Fire District
Suburban East Salem Water District
Sunrise Water Authority
Sunset Empire Transportation District
Swalley Irrigation District
Sweet Home Fire and Ambulance District
Talent Irrigation District
Terrebonne Domestic Water District
Three Sisters Irrigation District
Tillamook County Transportation District
Tillamook People's Utility District
Tiller Rural Fire District
Toledo Rural Fire Protection District
Tri City Rural Fire District No. 4
Tri City Water District
Tri-City Service District
Tri-County Metropolitan Transportation District
Tualatin Hills Park and Recreation District
Tualatin Hills Park and Recreation District
Tualatin Valley Irrigation District
Tualatin Valley Water District
Tumalo Irrigation District
Twin Rocks Sanitary District
Umatilla County Housing Authority
Umatilla Hospital District
Umatilla Land Redevelopment Authority
Umatilla Morrow Radio and Data District
Umatilla Reservation Housing Authority
Umatilla Rural Fire Protection District
Union Cemetery District
Vale Oregon Irrigation District
Valley View Water District
Vandehurst Acres Special Road District
Vineyard Mountain Water and Improvement District
Walla Walla River Irrigation District
Wallowa County Health Care District
Wasco Water and Sanitary Authority
Warm Springs Housing Authority
Wasco County Soil and Water Conservation District
Washington County Fire District No. 2
Washington County Housing Authority
Water Wonderland Improvement District
Weatherburn Sanitary District
West Slope Water District
West Valley Housing Authority
Western Lane Ambulance District
Westport Wauna Rural Fire Protection District
Westwood Hills Road District
Ward Memorial Park District
Wichita Water District
Willamalane Park and Recreation District

South Carolina

Utah

Clinton Water District
Coal Creek Utility District
Colombia Conservation District
Columbia County Fire District No. 3
Columbia County Public Hospital District No. 1
Columbia County Rural Library District
Columbia Irrigation District
Columbia Valley Water District
Cabella Indian Housing Authority
Consolidated Irrigation District No. 14
Covington Water District
Covache Sewer District
Cowlitz County Cemetery District No. 2
Cowlitz County Fire District No. 9
Cowlitz County Public Utility District No. 1
Cowlitz Transit Authority
Cross Valley Water District
Dallesport Water District
Douglas County Fire District No. 2
Douglas County Fire Protection District No. 5
Douglas County Public Utility District No. 1
Douglas County Sewer District No. 1
Douglas-Okanogan County Fire District No. 15
East Columbia Basin Irrigation District
East Gig Harbor Water District
East Lewis County Public Development Authority
East Pierce Fire and Rescue District No. 22
East Spokane Water District No. 1
East Wenatchee Water District
Eastmont Metropolitan Park District
Eastmont Sewer and Water District
Edmonds Public Facilities District
Ellensburg Business Development Authority
Enumclaw Cemetery District No. 7
Enlat Irrigation District
Everett Housing Authority
Everett Public Facilities District
Evergreen Water-Sewer District No. 19
Fall City Water District
Ferry County Public Utility District No. 1
Ferry/Okanogan County Fire Protection District No. 13
Fishermens Bay Sewer District
Foster Creek Conservation District
Four Lakes Water District No. 30
Franklin Conservation District
Franklin County Cemetery District No. 2
Franklin County Fire District No. 1
Franklin County Fire Protection District No. 3
Franklin County Irrigation District No. 1
Franklin County Public Utility District No. 1
Fruitland Water and Sewer District
Ft. Worden Public Development Authority
Gardena Farms Irrigation District No. 13
Goldth Special Utility District
Grand Coulee Project Hydroelectric Authority
Grandview Irrigation District
Grant County Airport District No. 1
Grant County Fire District No. 10
Grant County Fire District No. 21
Grant County Fire District No. 3
Grant County Fire District No. 4
Grant County Fire District No. 7
Grant County Fire Protection District No. 5
Grant County Housing Authority
Grant County Mosquito Control District No. 1
Grant County Mosquito District No. 2
Grant County Port District No. 4
Grant County Port District No. 6
Grant County Port District No. 7
Grant County Public Hospital District No. 1
Grant County Public Hospital District No. 2
Grant County Public Hospital District No. 3
Grant County Public Hospital District No. 4
Grant County Public Utility District No. 2
Grant Transit Authority
Grays Harbor Conservation District
Grays Harbor County Fire Protection District No. 1
Grays Harbor County Fire Protection District No. 12
Grays Harbor County Fire Protection District No. 14
Grays Harbor County Fire Protection District No. 2
Grays Harbor County Fire Protection District No. 7
Grays Harbor County Housing Authority
Grays Harbor County Water District No. 1
Grays Harbor County Water District No. 2
Grays Harbor Drainage District No. 1
Grays Harbor Fire District No. 10
Grays Harbor Historical Seaport Authority
Grays Harbor Public Utility District No. 1
Grays Harbor Transportation Authority
Greater Wenatchee Irrigation District
Greater Wenatchee Regional Events Center Public Facilities District
Green Tank Irrigation District No. 13
Hartlaum Ponds Water-Sewer District
Highland Water District

Hawaii

Idaho

Oregon

- Williams Rural Fire Protection District
- Willow Creek Park District
- Winchester Bay Sanitary District
- Windsor-Dillard Fire District
- Windsor-Dillard Water District
- Woodburn Rural Fire Protection District
- Yamhill County Housing Authority
- Yamhill Fire Protection District
- Yamsay River-Acada and Clark Water District

State

- Oregon Department of Administrative Services
- Oregon Department of Revenue
- Oregon Health Licensing Agency
- Oregon Higher Education Coordinating Commission
- Oregon Secretary of State
- Oregon State Board of Nursing
- State of Oregon

Tribal

- Burns Paiute Tribe
- Confederated Tribes of Coos, Lower Umpqua and Siuslaw Indians
- Confederated Tribes of Grand Ronde Community
- Confederated Tribes of Siletz Indians
- Confederated Tribes of the Umatilla Indian Reservation
- Confederated Tribes of the Warm Springs
- Coquille Indian Tribe
- Klamath Tribes

South Carolina

Utah

Washington

- Highlands Sewer District
- Highline Water District
- Historic Seattle Preservation and Development Authority
- Holmes Harbor Sewer District
- Hoodsport Water District
- Hydro Irrigation District No. 9
- Icicle Irrigation District
- Inchelium Water District
- Irrigon Water District No. 6
- Island County Fire District No. 3
- Island County Fire Protection District No. 1
- Island County Housing Authority
- Jefferson County Conservation District
- Jefferson County Fire District No. 5
- Jefferson County Fire Protection District No. 1
- Jefferson County Fire Protection District No. 8
- Jefferson County Public Utility District No. 1
- Jefferson County Water District No. 3
- Jefferson Transit Authority
- Juniper Beach Water District
- Kapowsin Water District
- Kelso Housing Authority
- Kennewick Housing Authority
- Kennewick Irrigation District
- Kennewick Public Facilities District
- Kennewick Public Hospital District
- Kent Fire Department Regional Fire Authority
- Key Peninsula Metro Parks District
- King County Airport District No. 1
- King County Ferry District
- King County Fire Protection District No. 16
- King County Fire Protection District No. 2
- King County Fire Protection District No. 20
- King County Fire Protection District No. 25
- King County Fire Protection District No. 27
- King County Fire Protection District No. 28
- King County Fire Protection District No. 34
- King County Fire Protection District No. 37
- King County Fire Protection District No. 40
- King County Fire Protection District No. 42
- King County Fire Protection District No. 44
- King County Fire Protection District No. 45
- King County Fire Protection District No. 47
- King County Fire Protection District No. 50
- King County Flood Control District
- King County Hospital District No. 4
- King County Housing Authority
- King County Public Hospital District No. 1
- King County Public Hospital District No. 2
- King County Water District No. 1
- King County Water District No. 111
- King County Water District No. 117
- King County Water District No. 119
- King County Water District No. 125
- King County Water District No. 19
- King County Water District No. 20
- King County Water District No. 45
- King County Water District No. 49
- King County Water District No. 54
- King County Water District No. 90
- Kitsap Conservation District
- Kitsap County Consolidated Housing Authority
- Kitsap County Fire District No. 18
- Kitsap County Public Utility District No. 1
- Kitsap County Rural Library District
- Kitsap Public Health District
- Kittitas County Conservation District
- Kittitas County Fire District No. 2
- Kittitas County Fire Protection District No. 7
- Kittitas County Hospital District No. 2
- Kittitas County Housing Authority
- Kittitas County Public Utility District No. 1
- Klickitat County Water District No. 5
- Klickitat County Water District No. 6
- Klickitat County Water District No. 7
- Klickitat County Fire District No. 14
- Klickitat County Fire District No. 15
- Klickitat County Fire District No.1
- Klickitat County Fire Protection District No. 4
- Klickitat County Fire Protection District No. 5
- Klickitat County Port District No. 1
- Klickitat County Public Hospital District No. 1
- Klickitat County Public Hospital District No. 2
- Klickitat County Public Utility District No. 1
- Lacey Fire District 3
- Lake Chelan Reclamation District
- Lake Chelan Sewer District
- Lake Forest Park Water District
- Lake Stevens Sewer District
- Lake Wenatchee Water District
- Lake Whatcom Water and Sewer District
- Lakehaven Utility District
- Lakewood Water District
- Lamont Water and Sewer District

Hawaii | Idaho | Oregon | South Carolina | Utah | Washington

Lewis County Conservation District
Lewis County Fire District No. 1
Lewis County Fire District No. 11
Lewis County Fire District No. 13
Lewis County Fire District No. 18
Lewis County Fire District No. 9
Lewis County Fire Protection District No. 14
Lewis County Fire Protection District No. 16
Lewis County Fire Protection District No. 2
Lewis County Fire Protection District No. 5
Lewis County Fire Protection District No. 6
Lewis County Fire Protection District No. 8
Lewis County Hospital District No. 1
Lewis County Public Facilities District
Lewis County Public Utility District No. 1
Lewis County Water District No. 1
Lewis County Water District No. 3
Lewis Public Transportation Benefit Area Authority
Liberty Lake Sewer and Water District
Lincoln County Fire District No. 1
Lincoln County Fire District No. 4
Lincoln County Fire Protection District No. 5
Lincoln County Fire Protection District No. 6
Lincoln County Fire Protection District No. 8
Lincoln County Hospital District No. 3
Lincoln-Adams County Fire Protection District No. 3
Longview Housing Authority
Lopez Island Library District
Lower Elwha Housing Authority
Lower Snoqualmie Irrigation District
Luzerne Housing Authority
Luzerne Tilled Sewer and Water District
Mabton Housing Authority
Malaga Water District
Manchester Water District
Mansfield Park and Recreation District
Meadowdale Flood Control District
Marysville Fire District
Mason Conservation District
Mason County Fire District No. 13
Mason County Fire District No. 17
Mason County Fire District No. 3
Mason County Fire District No. 4
Mason County Fire Protection District No. 5
Mason County Fire Protection District No. 8
Mason County Housing Authority
Mason County Public Hospital District No. 1
Mason County Public Utility District No. 1
Mason County Public Utility District No. 3
Mason County Transit Authority
Methow Valley Irrigation District
Mid-Columbia Library District
Midway Sewer District
Moab Irrigation District No. 20
Moses Lake Irrigation and Rehabilitation District
Mukilteo Water and Wastewater District
Naches-Selah Irrigation District
North Beach Water District
North Central Washington Economic Development District
North City Water District
North County Regional Fire Authority
North Highline Fire District
North Perry Avenue Water District
North Whidbey Park and Recreation District
Northeast Snohomish State and Water District
Northshore Utility District
Northwest Park and Recreation District No. 2
Okanogan Conservation District
Okanogan County Cemetery District No. 4
Okanogan County Fire District No. 6
Okanogan County Fire Protection District No. 11
Okanogan County Housing Authority
Okanogan County Public Hospital District No. 3
Okanogan County Public Hospital District No. 4
Okanogan County Public Utility District No. 1
Okanogan Fire Protection District No. 15
Okanogan Irrigation District
Olympic View Water and Sewer District
Olympus Terrace Sewer District
Orcas Island Library District
Orchard Avenue Irrigation District No. 6
Oroville Housing Authority
Oroville-Tonasket Irrigation District
Othello Housing Authority
Pacific Conservation District
Pacific County Fire District No. 2
Pacific County Fire Protection District No. 1
Pacific County Fire Protection District No. 3
Pacific County Public Healthcare Services District No. 3
Pacific County Public Utility District No. 2
Pacific Hospital Preservation and Development Authority
Palouse Conservation District
Pasco/Franklin County Housing Authority
Pend Oreille County Fire District No. 2

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
					Pend Oreille County Fire District No. 4
					Pend Oreille County Fire District No. 5
					Pend Oreille County Library District
					Pend Oreille County Public Hospital District No. 1
					Pend Oreille County Public Utility District No. 1
					Peninsula Housing Authority
					Peninsula Metropolitan Park District
					Peninsula Irrigation District
					Peninsula Water District
					Pierce Conservation District
					Pierce County Fire District No. 13
					Pierce County Fire District No. 16
					Pierce County Fire District No. 18
					Pierce County Fire District No. 23
					Pierce County Fire District No. 27
					Pierce County Fire District No. 3
					Pierce County Fire District No. 5
					Pierce County Fire District No. 8
					Pierce County Fire Protection District No. 14
					Pierce County Fire Protection District No. 2
					Pierce County Fire Protection District No. 21
					Pierce County Housing Authority
					Pike Place Market Preservation and Development Authority
					Point Roberts Water District No. 4
					Pomeroy Storm Water and Sewer District
					Port Ludlow Drainage District
					Prescott Joint Parks and Recreation District
					Prosser Fire District No. 3
					Prosser Public Hospital District
					Public Hospital District No. 1
					Public Hospital District No. 2
					Public Utility District No. 1
					Puyallup Tribal Health Authority
					Quileute Housing Authority
					Quinault Housing Authority
					Quincy-Columbia Basin Irrigation District
					Renton Housing Authority
					Richland Housing Authority
					Richland Public Facilities District
					Ronald Wastewater District
					Ross Irrigation District
					Salmon Lake Sewer and Water District
					Samamish Plateau Water and Sewer District
					San Juan Island Library District
					Saratoga Water District
					Scatchet Head Water District
					Seattle Chinatown International District Preservation and Development Author
					Seattle Housing Authority
					Seattle Southside Regional Tourism Authority
					Selah-Moxee Irrigation District
					Si View Metropolitan Park District
					Silver Lake Flood Control District
					Silver Lake Water And Sewer District
					Silverdale Water District
					Skagit Conservation District
					Skagit County Cemetery District No. 2
					Skagit County Fire District No. 19
					Skagit County Fire District No. 11
					Skagit County Fire District No. 15
					Skagit County Fire District No. 9
					Skagit County Fire Protection District No. 13
					Skagit County Fire Protection District No. 14
					Skagit County Fire Protection District No. 2
					Skagit County Fire Protection District No. 3
					Skagit County Fire Protection District No. 4
					Skagit County Fire Protection District No. 5
					Skagit County Fire Protection District No. 8
					Skagit County Housing Authority
					Skagit County Public Hospital District No. 1
					Skagit County Public Hospital District No. 2
					Skagit County Public Hospital District No. 304
					Skagit County Public Utility District No. 1
					Skagit County Sewer District No. 1
					Skagit County Sewer District No. 2
					Skagit Valley Public Hospital District No. 1
					Skamania County Fire District No. 1
					Skamania County Fire District No. 4
					Skamania County Public Hospital District No. 1
					Skamania County Public Utility District No. 1
					Skamokawa Water and Sewer District
					Skyway Water and Sewer District
					Snohomish County Fire District No. 15
					Snohomish County Fire District No. 16
					Snohomish County Fire District No. 19
					Snohomish County Fire District No. 26
					Snohomish County Fire District No. 5
					Snohomish County Fire Protection District No. 1
					Snohomish County Fire Protection District No. 17
					Snohomish County Fire Protection District No. 21
					Snohomish County Fire Protection District No. 22
					Snohomish County Fire Protection District No. 25
					Snohomish County Fire Protection District No. 28
					Snohomish County Fire Protection District No. 3
					Snohomish County Fire Protection District No. 7

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Snohomish County Housing Authority
Snohomish County Public Hospital District No. 1
Snohomish County Public Hospital District No. 2
Snohomish County Public Utility District No. 1
Snohomish Health District
Snohomish River Regional Water Authority
Snoqualmie Valley Hospital District
South Columbia Basin Irrigation District
South Correctional Entity Public Development Authority
South Naches Irrigation District
South Whatcom Fire Authority
South Whidbey Park and Recreation District
South Yakima Conservation District
Southwest Suburban Sewer District
Spokane Conservation District
Spokane County Fire District No. 12
Spokane County Fire District No. 2
Spokane County Fire District No. 4
Spokane County Fire Protection District No. 10
Spokane County Fire Protection District No. 11
Spokane County Fire Protection District No. 13
Spokane County Fire Protection District No. 3
Spokane County Fire Protection District No. 5
Spokane County Fire Protection District No. 8
Spokane County Fire Protection District No. 9
Spokane County Library District
Spokane County Water District No. 3
Spokane Housing Authority
Spokane Indian Housing Authority
Spokane Public Facilities District
Spokane Regional Health District
Spokane Transit Authority
Startup Water District
Steptoe Sewer District No. 1
Stevens County Fire District No. 2
Stevens County Fire District No. 6
Stevens County Fire Protection District No. 1
Stevens County Fire Protection District No. 10
Stevens County Fire Protection District No. 12
Stevens County Fire Protection District No. 5
Stevens County Public Utility District No. 1
Stevens County Rural Library District
Stevens Pass Sewer District
Sun Harbor Water District No. 3
Sunnyside Housing Authority
Sunnyside Valley Irrigation District
Sunnyslope Water District
Suquamish Housing Authority
Tacoma Community Redevelopment Authority
Tacoma Housing Authority
Tacoma Metropolitan Park District
Terrace Heights Sewer District
Thea Foss Waterway Development Authority
Three Rivers Regional Wastewater Authority
Thurston Conservation District
Thurston County Fire District No. 12
Thurston County Fire District No. 4
Thurston County Fire District No. 9
Thurston County Fire Protection District No. 3
Thurston County Fire Protection District No. 5
Thurston County Fire Protection District No. 6
Thurston County Fire Protection District No. 8
Thurston County Housing Authority
Thurston County Public Utility District No. 1
Tri-County Economic Development District
Tukwila Metropolitan Park District
Underwood Conservation District
Union Gap Irrigation District
Valley Sewer District
Valley Regional Fire Authority
Valley View Sewer District
Valley Water District
Vancouver Housing Authority
Vashon Park District
Wahkiakum County Public Utility District No. 1
Wahkiakum Fire Protection District No. 1
Wahkiakum Port District No. 1
Walla Walla County Fire Protection District No. 1
Walla Walla County Fire Protection District No. 2
Walla Walla County Fire Protection District No. 4
Walla Walla County Fire Protection District No. 5
Walla Walla County Fire Protection District No. 8
Walla Walla County Rural Library District
Walla Walla Housing Authority
Wallula Water District No. 1
Washington State Convention Center Public Facilities District
Washington State Major League Baseball Stadium Public Facilities District
Washington State Tobacco Settlement Authority
Water District 29
Wells Ranch Irrigation District
Wenatchee Reclamation District
Wenatchee-Okanogan Irrigation District
West Sound Utility District
Whatcom Conservation District

Hawaii

Idaho

Oregon

South Carolina

Utah

Washington

- Whatcom County Fire District No. 1
- Whatcom County Fire District No. 11
- Whatcom County Fire District No. 14
- Whatcom County Fire District No. 16
- Whatcom County Fire District No. 17
- Whatcom County Fire District No. 4
- Whatcom County Fire District No. 5
- Whatcom County Fire District No. 7
- Whatcom County Fire District No. 8
- Whatcom County Public Utility District No. 1
- Whatcom County Water District No. 12
- Whatcom County Water District No. 13
- Whatcom County Water District No. 2
- Whatcom County Water District No. 7
- Whatcom Transportation Authority
- Whidbey Island Public Hospital District
- Whitehorse Redemption District
- Whitman County Fire District No. 13
- Whitman County Fire Protection District No. 12
- Whitman County Fire Protection District No. 14
- Whitman County Fire Protection District No. 7
- Whitman County Public Hospital District No. 3
- Whitman County Rural Library District
- Whitworth Water District No. 2
- Willapa Valley Water District
- Willow Shore Memorial Pool District
- Willows Lake Sewer District No. 2
- Wine Science Center Development Authority
- Wollochet Harbor Sewer District
- Woodinville Water District
- Yakima County Fire District No. 1
- Yakima County Fire District No. 3
- Yakima County Fire District No. 4
- Yakima County Fire District No. 5
- Yakima County Fire District No. 6
- Yakima County Fire Protection District No. 12
- Yakima County Fire Protection District No. 14
- Yakima County Mosquito Control District
- Yakima Housing Authority
- Yakima Regional Clean Air Authority
- Yakima Rural County Library District
- Yakima-Tieton Irrigation District

State

- North Seattle Community College
- Seattle Colleges
- State Of Washington
- Washington State Department of Enterprise Services
- Washington State Department of Health
- Washington State Department of Social and Health Services
- Washington State Health Care Authority

Tribal

- Columbia River Inter-Tribal Fish Commission
- Confederated Tribes of the Chehalis Reservation
- Confederated Tribes of the Colville Reservation
- Confederated Tribes of the Yakama Nation
- Cowlitz Indian Tribe
- Hoh Indian Tribe
- Jamestown S'Klallam Tribe
- Lummi Tribe of Indians
- Lower Elwha Klallam Tribe
- Makah Indian Nation
- Muckleshoot Indian Tribe
- Nisqually Indian Tribe
- Nooksack Indian Tribe
- Port Gamble S'Klallam Tribe
- Puyallup Tribe of Indians
- Quileute Indian Tribe
- Quinault Indian Nation
- Skokomish Indian Nation
- Snoqualmie Indian Tribe
- Spokane Tribe
- Squaxin Island Tribe
- Stillaguamish Tribe of Indians
- Suquamish Tribe
- Swinomish Indian Tribal Community
- Tulalip Tribes
- Upper Skagit Indian Tribe
- Yakama Nation Land Enterprise

Appendix C - Political Subdivision List for
Virginia

City/Town	Special Districts	Public K-12	County	Public Higher Education	State	Townships
City of Alexandria	Accomack-Northampton Transportation District	Accomack County Public Schools	Accomack County	Blue Ridge Community College	State of Virginia	Township of Greene, Rose County
City of Bristol	Albemarle County Service Authority	Albemarle County Public Schools	Albemarle County	Central Virginia Community College	Virginia Department of Behavioral Health and Developmental Services	
City of Buena Vista	Albemarle-Charlottesville Regional Jail Authority	Alexandria City Public Schools	Alleghany County	Christopher Newport University	Virginia Department of General Services	
City of Charlottesville	Alexandria Redevelopment and Housing Authority	Alleghany County Public Schools	Amelia County	College of William and Mary	Virginia Department of Health	
City of Chesapeake	Appomattox River Water Authority	Amelia County Public Schools	Amherst County	Dabney S. Lancaster Community College	Virginia Department of Health Professions	
City of Colonial Heights	Bath County Airport Authority	Amherst County Public Schools	Appomattox County	Danville Community College	Virginia Department of Public Works	
City of Covington	Bedford County Economic Development Authority	Appomattox County Public Schools	Arlington County	Eastern Shore Community College		
City of Danville	Bedford Regional Water Authority	Arlington Public Schools	Augusta County	Eastern Virginia Medical School		
City of Emporia	Big Stone Gap Redevelopment and Housing Authority	Atlantic Shores Christian Schools	Bath County	Germanna Community College		
City of Fairfax	Blacksburg-Christiansburg-VPI Water Authority	Augusta County Public Schools	Bedford County	J. Sargeant Reynolds Community College		
City of Falls Church	Blacksburg-Virginia Polytechnic Institute Sanitation Authority	Bath County Public Schools	Bedford County Public Service Authority	James Madison University		
City of Franklin	Blue Ridge Airport Authority	Bedford County Public Schools	Bland County	John Tyler Community College		
City of Fredericksburg	Blue Ridge Crossroads Economic Development Authority	Bland County Public Schools	Botetourt County	Longwood University		
City of Galax	Blue Ridge Regional Jail Authority	Botetourt County Public Schools	Brunswick County	Lord Fairfax Community College		
City of Hampton	Blue Ridge Soil and Water Conservation District	Bristol Virginia Public Schools	Buchanan County	Mountain Empire Community College		
City of Harrisonburg	Bristol Redevelopment and Housing Authority	Brunswick County Public Schools	Buchanan County Public Service Authority	New College Institute		
City of Hopewell	Buchanan-Campbell County Airport Authority	Buchanan County Schools	Buckingham County	New River Community College		
City of Lexington	Brunswick County Industrial Development Authority	Buckingham County Public Schools	Buckingham County Board of Supervisors	Norfolk State University		
City of Lynchburg	Buchanan County Industrial Development Authority	Buena Vista City Public Schools	Campbell County	Northern Virginia Community College		
City of Manassas	Buena Vista Public Service Authority	Campbell County Public Schools	Caroline County	Old Dominion University		
City of Manassas Park	Campbell County Utilities and Service Authority	Caroline County Public Schools	Carroll County	Patrick Henry Community College		
City of Martinsville	Carroll County Industrial Development Authority	Carroll County Public Schools	Carroll County Public Service Authority	Paul D. Camp Community College		
City of Newport News	Carroll-Grayson-Galax Solid Waste Authority	Charles City County School District	Charles City County	Piedmont Virginia Community College		
City of Norfolk	Cedarwood Water and Sewage Authority	Charlotte County Public Schools	Chesterfield County	Radford University		
City of Norton	Central Shenandoah Planning District Commission	Charlottesville City Schools	Clarke County	Rappahannock Community College		
City of Petersburg	Central Virginia Regional Jail Authority	Chesapeake Public Schools	Craig County	Richard Bland College		
City of Poquoson	Central Virginia Waste Management Authority	Chesterfield County Public Schools	Culpeper County	Roanoke Technical Center		
City of Portsmouth	Charlottesville Redevelopment and Housing Authority	Clarke County School District	Cumberland County	Southern Virginia Higher Education Center		
City of Radford	Charlottesville-Albemarle Airport Authority	Colonial Beach Schools	Dickenson County	Southside Virginia Community College		
City of Richmond	Chesapeake Airport Authority	Colonial Heights Public Schools	Dinwiddie County	Southwest Virginia Community College		
City of Roanoke	Chesapeake Bay Bridge and Tunnel District	Copper River School District	Essex County	State Council of Higher Education for Virginia		
City of Salem	Chesapeake Hospital Authority	Covington City Public Schools	Fairfax County	Thomas Nelson Community College		
City of Staunton	Chesapeake Redevelopment and Housing Authority	Craig County Public Schools	Fauquier County	Tidewater Community College		
City of Suffolk	Cheburn-Norton-Wise Regional Wastewater Authority	Culpeper County Public Schools	Floyd County	University of Mary Washington		
City of Virginia Beach	Craig-New Castle Solid Waste Authority	Cumberland County Public Schools	Fluvanna County	University of Virginia		
City of Waynesboro	Crater District Area Agency on Aging/Foster Grandparent Program, Inc.	Danville Public Schools	Franklin County	University of Virginia Foundation		
City of Williamsburg	Culpeper Soil and Water Conservation District	Dickenson County Public Schools	Frederick County	University of Virginia Health System		
City of Winchester	Cumberland Plateau Planning District Commission	Dinwiddie County Public Schools	Giles County	University of Virginia, Wise		
Town of Abingdon	Cumberland Plateau Regional Housing Authority	Fairfax County Public Schools	Gloucester County	Virginia College Bridge Plus		
Town of Altavista	Cumberland Plateau Regional Waste Management Authority	Falls Church City Public Schools	Goochland County	Virginia Commonwealth University		
Town of Amherst	Danville Redevelopment and Housing Authority	Fauquier County Public Schools	Grayson County	Virginia Community College System		
Town of Appalachia	Danville-Pittsylvania County Regional Industrial Facilities Authority	Floyd County Public Schools	Greene County	Virginia Highlands Community College		
Town of Appomattox	Dickenson County Industrial Development Authority	Fluvanna County Public Schools	Greensville County	Virginia Military Institute		
Town of Ashland	Dickenson County Public Service Authority	Franklin City Schools	Halifax County	Virginia Polytechnic Institute and State University		
Town of Bedford	Dinwiddie Airport and Industrial Authority	Franklin County Public Schools	Hanover County	Virginia State University		
Town of Berryville	Dinwiddie County Water Authority	Frederick County Public Schools	Henrico County	Virginia Western Community College		
Town of Big Stone Gap	District Three Governmental Cooperative	Fredericksburg City Public Schools	Henry County	Wytheville Community College		
Town of Blacksburg	Dryden Water Authority	Galax City Public Schools	Highland County			
Town of Blackstone	Eastern Shore of Virginia Broadband Authority	Giles County Public Schools	Isle of Wight County			
Town of Bluefield	Essex County Industrial Development Authority	Gloucester County Public Schools	James City County			
Town of Bowling Green	Fairfax County Economic Development Authority	Goochland County Public Schools	King and Queen County			
Town of Boyce	Fairfax County Park Authority	Grayson County Public Schools	King George County			
Town of Boydton	Fairfax County Redevelopment and Housing Authority	Greene County Schools	King George County Service Authority			
Town of Bridgewater	Fairfax County Water Authority	Greensville County Public Schools	King William County			
Town of Brookneal	Fauquier County Water and Sanitation Authority	Halifax County Public Schools	Lancaster County			
Town of Buchanan	Floyd County Economic Development Authority	Hampton City Schools	Lee County			
Town of Burkeville	Floyd-Floyd County Public Service Authority	Hanover County Public Schools	Loudoun County			
Town of Capron	Franklin Redevelopment and Housing Authority	Harrisonburg City Public Schools	Louisa County			
Town of Cedar Bluff	Frederick County Sanitation Authority	Henrico County Public Schools	Lunenburg County			
Town of Charlotte Court House	Fredericksburg Stafford Park Authority	Henry County Public Schools	Madison County			
Town of Chase City	Frederick-Winchester Service Authority	Highland County Public Schools	Middlesex County			
Town of Chatham	Front Royal-Warren County Economic Development Authority	Hopewell Public Schools	Mecklenburg County			
Town of Cheriton	Ft. Monroe Authority	Isaac Schools	Middlesex County			
Town of Chilhowie	Giles County Public Service Authority	Isle of Wight County Schools	Montgomery County			
Town of Chincoteague	Greensville County Water and Sewer Authority	King and Queen County Public Schools	Nelson County			
Town of Christiansburg	Halifax County Industrial Development Authority	King George County Public Schools	New Kent County			
Town of Claremont	Hampton Redevelopment and Housing Authority	King William County Public Schools	Northampton County			
Town of Clarksville	Hampton Roads Planning District Commission	Lancaster County Public School System	Northumberland County			
Town of Clifton	Hampton Roads Regional Jail Authority	Lee County Public Schools	Nottoway County			
Town of Clifton Forge	Hampton Roads Sanitation District	Lexington City Schools	Orange County			
Town of Clinchco	Harrisonburg Redevelopment and Housing Authority	Loudoun County Public Schools	Page County			
Town of Clintwood	Harrisonburg-Rockingham Regional Sewer Authority	Louisa County Public Schools	Patrick County			
Town of Coeburn	Henderson Soil and Water Conservation District	Lynchburg City Schools	Pittsylvania County			
Town of Colonial Beach	Hopewell Redevelopment and Housing Authority	Madison County Public Schools	Pittsylvania County Service Authority			
Town of Columbia	Isaac River Water Authority	Manassas City Public Schools	Powhatan County			
Town of Courtland	John Flannagan Water Authority	Manassas Park City Schools	Prince Edward County			
Town of Craigsville	Joint Public Service Authority	Martinsville Public Schools	Prince George County			
Town of Crewe	Lee County Industrial Development Authority	Mathews County School District	Prince William County			
Town of Culpeper	Lee County Public Service Authority	Mecklenburg County Public Schools	Prince William County Service Authority			
Town of Damascus	LENOWISCO Planning District Commission	Middlesex County Public Schools	Pulaski County			
Town of Dayton	Lord Fairfax Soil and Water Conservation District	Montgomery County Public Schools	Rappahannock County			
Town of Dendron	Loudoun County Sanitation Authority	Nelson County Public Schools	Richmond County			
Town of Dillwyn	Louisa County Water Authority	New Kent County Schools	Roanoke County			
Town of Drakes Branch	Lynchburg Redevelopment and Housing Authority	Newport News Public Schools	Rockbridge County			
Town of Dublin	Marion Redevelopment and Housing Authority	Norfolk Public Schools	Rockingham County Public Service Authority			
Town of Dumfries	Mercy Service Authority	Northampton County School District	Rockingham County			
Town of Duxbury	Mecklenburg-Brunswick Regional Airport Authority	Northumberland County Public Schools	Russell County			
Town of Elkton	Meherrin River Regional Jail Authority	Norton City Public Schools	Scott County			
Town of Dungannon	Middle Peninsula Regional Airport Authority	Nottoway County Public Schools				
		Orange County Public Schools				

City/Town	Special Districts	Public K-12	County	Public Higher Education	State	Townships
Town of Elkton	Montgomery County Public Service Authority	Page County Public Schools	Scott County Public Service Authority			
Town of Emory	Montgomery Regional Solid Waste Authority	Patrick County Public Schools	Shenandoah County			
Town of Farmville	Mt. Rogers Planning District Commission	Petersburg City Public Schools	Smyth County			
Town of Pearisburg	New River Regional Water Authority	Pittsylvania County School District	Southampton County			
Town of Floyd	New River Resource Authority	Poquoson City Public Schools	Spotsylvania County			
Town of Fries	New River Valley Planning District Commission	Portsmouth Public Schools	Stafford County			
Town of Front Royal	New River Valley Regional Jail Authority	Powhatan County Public Schools	Surry County			
Town of Glade Spring	Nicholas County Solid Waste Authority	Prince Edward County Schools	Sussex County			
Town of Glasgow	Norfolk Airport Authority	Prince George County Public Schools	Tazewell County			
Town of Glen Lyn	Norfolk Economic Development Authority	Prince William County Schools	Tri-County Lake Administration Commission			
Town of Gordonsville	Norfolk Redevelopment and Housing Authority	Pulaski County Public Schools	Warren County			
Town of Goshen	Northern Neck Planning District Commission	Radford City Schools	Washington County			
Town of Graham	Northern Virginia Regional Park Authority	Rappahannock County Public Schools	Westmoreland County			
Town of Grottoes	Northern Virginia Transportation Authority	Richmond City Public Schools	Wise County			
Town of Hallwood	Northampton Regional Jail Authority	Richmond County Public Schools	Wythe County			
Town of Hamilton	NRV Regional Water Authority	Roanoke City Public Schools	York County			
Town of Harpersville	Pamunkey Regional Jail Authority	Rockbridge County Schools				
Town of Hayes	Patrick County Economic Development Authority	Rockingham County Public Schools				
Town of Herndon	Pepper's Ferry Regional Wastewater Treatment Authority	Russell County Public Schools				
Town of Hillsville	Petersburg Redevelopment and Housing Authority	Salem City Schools				
Town of Honaker	Pocomoke River Canal Regional Jail Authority	Scott County Public Schools				
Town of Hurt	Piedmont Soil and Water Conservation District	Shenandoah County Public Schools				
Town of Independence	Pleasant District Fire Protection and Rescue Service Authority	Smyth County Public Schools				
Town of Iron Gate	Portsmouth Redevelopment and Housing Authority	Southampton County Public Schools				
Town of Irvington	Prince William County Park Authority	Spotsylvania County Public Schools				
Town of Jonesville	Pulaski County Public Service Authority	Stafford County Public Schools				
Town of Lawrenceville	Pulaski County Sewerage Authority	Staunton City Schools				
Town of Keysville	Radford Industrial Development Authority	Suffolk Public Schools				
Town of Kilmarnock	Raleigh County Water, Sewer and Fire Protection Authority	Surry County Public Schools				
Town of La Crosse	Rapidan Service Authority	Sussex County Public Schools				
Town of Lawrenceville	Rappahannock Regional Jail Authority	Tazewell County Public Schools				
Town of Leesburg	Rappahannock-Shenandoah-Warren Regional Jail Authority	Virginia Beach City Public Schools				
Town of Louisa	Region 2000 Services Authority	Warren County Public Schools				
Town of Lunenburg	Richmond Behavioral Health Authority	Washington County School District				
Town of Luray	Richmond Hospital Authority	Waynesboro Public Schools				
Town of Marion	Richmond Metropolitan Authority	West Point Public Schools				
Town of Middleburg	Richmond Redevelopment and Housing Authority	Westmoreland County Public Schools				
Town of Middletown	Richmond Regional Planning District Commission	Williamsburg-James City County Public Schools				
Town of Mineral	Rivanna Solid Waste Authority	Winchester Public Schools				
Town of Monterey	Rivanna Water and Sewer Authority	Wise County Public Schools				
Town of Montross	Roanoke Regional Jail Authority	Wythe County Public Schools				
Town of Mt. Jackson	Roanoke Redevelopment and Housing Authority	York County Public Schools				
Town of Nassawa	Roanoke River Service Authority					
Town of New Castle	Roanoke Valley Broadband Authority					
Town of New Market	Roanoke Valley Resource Authority					
Town of Nickelsville	Robert S. Lee Soil and Water Conservation District					
Town of Occoquan	Rockbridge Area Network Authority					
Town of Onancock	Rockbridge County Solid Waste Authority					
Town of Onley	Russell County Industrial Development Authority					
Town of Pamplin City	Russell County Public Service Authority					
Town of Parksley	Scott County Economic Development Authority					
Town of Pearisburg	Scott County Redevelopment and Housing Authority					
Town of Pembroke	Shenandoah Valley Soil and Water Conservation District					
Town of Pennington Gap	Smyth County Industrial Development Authority					
Town of Phenix	Smyth-Washington Regional Industrial Facilities Authority					
Town of Pocahontas	South Central Wastewater Authority					
Town of Powell	Southeastern Public Service Authority					
Town of Pulaski	Southside Planning District					
Town of Purcellville	Southside Regional Jail Authority					
Town of Quantico	Southwest Regional Recreation Authority					
Town of Remington	Southwest Virginia Regional Jail Authority					
Town of Rich Creek	Suffolk Redevelopment and Housing Authority					
Town of Richlands	Tappahannock-Essex County Airport Authority					
Town of Ridgeway	Tazewell County Airport Authority					
Town of Rocky Mount	Tazewell County Industrial Development Authority					
Town of Round Hill	Tazewell County Public Service Authority					
Town of Rural Retreat	Tazewell County Public Service Authority					
Town of Saltville	Thomas Jefferson Planning District Commission					
Town of Scottsville	Thomas Jefferson Soil and Water Conservation District					
Town of Shenandoah	Tom Brook-Mountain Solley District					
Town of Smithfield	Upper Occoquan Service Authority					
Town of South Boston	Valley Municipal Utility District No. 2					
Town of South Hill	Vint Hill Economic Development Authority					
Town of St. Paul	Virginia Beach Development Authority					
Town of Stanley	Virginia Commercial Space Flight Authority					
Town of Stephens City	Virginia Highlands Airport Authority					
Town of Strasburg	Virginia Housing Development Authority					
Town of Stuart	Virginia Peninsula Public Service Authority					
Town of Tangier	Virginia Port Authority					
Town of Tappahannock	Virginia Resources Authority					
Town of Tazewell	Virginia Tech/Montgomery Regional Airport Authority					
Town of Timberville	Virginia/Carolina Water Authority					
Town of Troutville	Virginia's First Regional Industrial Facility Authority					
Town of Urbanna	Washington County Industrial Development Authority					
Town of Victoria	Washington County Service Authority					
Town of Vienna	Waynesboro Economic Development Authority					
Town of Vinton	Waynesboro Redevelopment and Housing Authority					
Town of Wakefield	West Piedmont Planning District					
Town of Warrenton	Western Virginia Water Authority					
Town of Warsaw	Williamsburg Area Transit Authority					
Town of Washington	Winchester Regional Airport Authority					
Town of Waverly	Wood Road Authority					
Town of West Point	Wise County Public Service Authority					
Town of White Stone	Wise County Redevelopment and Housing Authority					
Town of Windsor	Woodbury Water and Sewer Authority					
Town of Wise	Wytheville Redevelopment and Housing Authority					
Town of Woodstock						
Town of Wytheville						

Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS, AND SOLUTIONS REQUEST

Company Name: Altec Industries, Inc

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
N/A			

Proposer's Signature: Riley Brooks **Date:** 1-18-2018

NJPA's clarification on exceptions listed above:

Review and Approved:

2/28/18

NJPA Legal Department

FORM D

Formal Offering of Proposal
(To be completed only by the Proposer)

PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES

In compliance with the Request for Proposal (RFP) for PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Altec Industries, Inc Date: 1-15-2018

Company Address: 210 Inverness Center Drive

City: Birmingham State: AL Zip: 35242

CAGE Code/Duns & Bradstreet Number: Cage 1CER8 / D&B: 004001731

Contact Person: Riley Browne Title: Contract Specialist

Authorized Signature: Riley Browne
(Name printed or typed)

FORM E
CONTRACT ACCEPTANCE AND AWARD

(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 012418-ALT

Proposer's full legal name: Altec Industries, Inc.

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be March 14, 2018 and will expire on March 14, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:

NJPA EXECUTIVE DIRECTOR/CHIEF PROCUREMENT OFFICER

Jeremy Schwartz
NAME PRINTED OR TYPED

Chad Coauette
NJPA CHIEF PROCUREMENT OFFICER

Awarded on March 12, 2018

NJPA Contract # 012418-ALT

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Altec Industries, Inc

Authorized Signatory's Title Contract Specialist

Riley Browne
VENDOR AUTHORIZED SIGNATORY

Riley Browne
NAME PRINTED OR TYPED

Executed on March 12 2018

NJPA Contract # 012418-ALT

Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.

2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.

3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.

4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.

5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.

6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Altec Industries Inc

Address: 210 Inverness Center Drive

City/State/Zip: Birmingham / AL / 35242

Telephone Number: 205-991-7733

E-mail Address: riley browne@altec com

Authorized Signature: Riley Browne

Authorized Name (printed): Riley Browne

Title: Contract Specialist

Date: 1-15-2018

Notarized

Subscribed and sworn to before me this 16th day of Jan, 20 17

Notary Public in and for the County of Shelby State of AL

My commission expires: 3-11-18

Signature:

LISA INGRAM LIVELY
NOTARY PUBLIC
STATE OF ALABAMA
COMM. EXP. 03 11 2018

Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: Altec Industries, Inc

Questionnaire completed by: Riley Browne

Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)?
Payment Terms are Net 30

2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

Altec Industries provides Leasing and/or financing options through our subsidiary Altec Capital Options include FMV, TRAC, and Capital leases. Equipment Finance Agreements (EFAs), and a dedicated Municipal Lease option to meet the equipment needs of our municipal customers.

The benefits of our Municipal Lease option include:

- Finance terms to match the useful life of the equipment.
- Flexible lease options to shorten life cycles and decrease maintenance costs
- Conserves capital budget funds.
- Match payments with budget allocations.
- Non-appropriation language included.

Altec Capital Services municipal lease financing offers terms from 12 to 84 months. Municipal lessees can take advantage of low-rate financing, while simplifying the equipment acquisition process. If budget funds are not approved, simply return the equipment to Altec Capital Services at the end of the current fiscal year.

With Altec Capital Services, there is no need to look anywhere else. Municipalities can now affordably purchase equipment in a timely, simplified way. The municipal lease offering is another product that Altec Capital Services, LLC offers to our customers in an effort to become your partner.

Please feel free to visit http://www.alteccapital.com for more information.

3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.
All purchase orders are processed by Altec Industries, as we are a factory direct company. We prefer a process whereas NJPA members issus purchase orders directly to Altec Industries.
Our NJPA quotes / orders are flagged in our system upon creation, and a report is run each quarter to report this sales data to NJPA. This process is the responsibility of a team at our corporate office with visibility of our wordwide operations.

4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

Yes we accept P-card. There is a fee of 3% for credit card transactions used for the purchase of major units.

Warranty

5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.
Please see attached warranty documents for details to supplement the answers below.

- Do your warranties cover all products, parts, and labor?
  Yes, our standard warranty is 1 year parts and labor, with 90 days for travel. Additionally it includes a limited lifetime warranty on structural components on all our equipment except for Boom Truck Cranes which are 5 years.

- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
  No restrictions, however products must be operated and maintained in accordance with Altec operators and maintenance manuals, programs, and bulletins

- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
  Yes, standard warranty is 90 days for travel charges

- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?
  No, Altec employs Mobile Service Technitians in all 50 states and Canada. We own and operate 37 service facilities across the United States and Canada It will be the member's decision to schedule a Mobile Service Technitian to come to their site or schedule in shop service. In either case, 1-877-GO ALTEC (1-877-462-5832) is our dedicated number for members to speak with their local Parts, Mobile, or Shop Service representative

- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
  Products not manufactured by Altec wich are supplied by Altec on special order would be covered under the manufacturer warranty This would include items such as inverters, compressors, liftgates, generators, etc.

- What are your proposed exchange and return programs and policies?
  Parts ordered in error or no longer needed can be returned. If it was an error on Altec's part or otherwise not the customer's fault the 10% restocking fee will be waived. However, due to the nature of our equipment and the devaluation that occurs upon title / registration, there is no exchange or return program for equipment sales.

6) Describe any service contract options for the items included in your proposal.
We have included service contract packages for member consideration. These include PM Inspections at several different intervals, DOT inspections, Dielectric Tests.

Pricing, Delivery, Audits, and Administrative Fee

7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
A selection of aerial devices with standard service bodies and chip dump bodies mounted on chassis
A selection of derrick devices with standard service bodies and chip dump bodies mounted on chassis
A selection of cranes and truck-mounted hydraulic cranes
A selection of pressure diggers
A selection of cable placers, stringers, tensioners, and pullers
A selection of wood chippers
A selection of service bodies mounted on chassis.

A selection of chip dump bodies mounted on chassis

8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)
Line Item Proposed Contract Pricing plus $2/mile delivery charge (CONUS only). The pricing provided includes a discount of between 3% - 5% off MSRP See attached ALTEC RFP 012418 Pricing - Not For Distribution. the pricing in this document is for the purposes of this bid only and is not for distribution. Altec is also including ALTEC RFP 012418 Pricing. this is the only document to be distributed.

There is no more aggressive pricing available in the country for cooperative procurement organizations, state purchasing departments. GPOs. municipalities. universities. or school districs.

9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.
Line Item List Price less 3% - 5% Discount = Proposed Contract Price.
Proposed Contract Price plus $2/mile delivery charge (CONUS only).

See attached ALTEC RFP 012418 Pricing - Not For Distribution

There is no more aggressive pricing available in the country for cooperative procurement organizations. state purchasing departments. GPOs. municipalities. universities. or school districs.

10) The pricing offered in this proposal is

_____a. the same as the Proposer typically offers to an individual municipality, university, or school district.

_____b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

____X____c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

_____d. other than what the Proposer typically offers (please describe).

11) Describe any quantity or volume discounts or rebate programs that you offer.

2-5 Units:	1% Discount from Contract Price
6-10 Units:	1.5% Discount from Contract Price
11-19 Units.	2% Discount form Contract Price
20+ Units:	TBD at Time of Order

Note: Units must be identical to qualify for quantity rebate

12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.
ALTEC will utilize and Open Market section for customer to be able to customize equipment as needed The items in our Open Market section will marked at 20% above Altec cost and presented on a unique quote for each opportunity for customer review

13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list

costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.
Delivery is the only cost not included in pricing. It applies to all customers and the price is $2.00 / mile for CONUS. Quotes would need to done for anything outside of the CONUS and will be priced at or below fair market value.

14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.
Altec has a team of drivers that work for us. We will also contract with approved and vetted third party drive away companies to deliver our equipment from our manufacturing facilities to the customer site. Delivery is an additional $2.00 / mile and will be calculated at time of quote for CONUS. Anything outside of the CONUS would be contracted through a third party company and would need to be priced at time of initial quote to customer. Pricing will be at or below fair market value. All parties participating in delivery of equipment will meet certain insurance and liability requirements.

15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.
Canada deliveries will be driven to customer site by approved and vetted third party drive away companies. Alaska, Hawaii, and worldwide deliveries will be contracted through a third party company and would need to be priced at time of initial quote to customer. Price will be at or below fair market rate. All parties participating in delivery of equipment will meet certain insurance and liability requirements.

16) Describe any unique distribution and/or delivery methods or options offered in your proposal.
Altec Industries has manufacturing facilities located throughout the country. If customer has a requirement for a "regional build" they can indicate this at time of quote and we will be happy to accommodate. If customer has any unique delivery requirements (such as loading equipment on a trailer for delivery, etc), they can indicate at time of quote and we will be happy to accommodate.

17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.
We currently run quarterly reports for NJPA orders and compare the customers on this list with members listed on NJPA's website to verify customers are members. Our Technical Sales Representatives that prepair NJPA quotes for our customers go through training on the quote process, and our quote template is up to date and posted on our internal company site. Our Account Managers must flag the truck as an NJPA quote in our system in order to receive NJPA pricing.

18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)
Altec Industries would like to propose a 1% fee payment to NJPA on all orders.

Industry-Specific Questions

19) Describe how the equipment you propose in response to this RFP simplifies the operation for end-users.
For 89 years Altec has been designing and manufacturing equipment with the end user in mind. We want operators to work "Safer and Smarter", and our equipment helps them by incorporating our experience and "voice of the customer" input during the design phase of our products. Additionally our Sales, Service, Mobile Service, and Parts networks all being comprised of Altec employees means that there is a single POC for the customer when using Altec equipment if any questions or issues arise.

20) Provide examples from your product offering that are not available from most competitors in this industry.

Altec is the only company in the market that offers Aerials, Derricks, Boom Truck Cranes, Chippers, Knuckleboom Cranes, and Service / Chip bodies in the same response to this RFP. We are industry leaders with our JEMS Hybrid technology, and our product development teams are constantly getting feedback from our customers regarding what to develop next. We are very proud of our IsoGrip control handle on our Aerial Devices, which is not available from anyone else.

21) Explain how your equipment in this category reduces down-time on the job site.
Advanced engineering and rigorous testing make Altec equipment the industry leader in durability. When issues arise, the Altec Service Group has over 100 Mobile Service Technicians nationwide that are available to be deployed to your location. Mobile service technicians are equipped with the trucks and tools needed to get your equipment serviced and back on the road as soon as possible. They provide on-site warranty, service and preventative maintenance solutions for our customers

Additionally, Altec Mobile Service has 24 hour emergency assistance, as well as emergency storm coverage

22) Explain how your company has integrated technology into your equipment to provide efficiencies and analytics to save time and costs on the job.
Altec has partnered with a telematics provider to produce a series of Class 5 aerial devices equipped with enhanced technology, safety features and operating efficiency. The "connected" bucket trucks include solar panels, digital license plates and Internet connectivity via a mobile hot spot.

Many of our customers use our Radio Remote Controls to operate our equipment. This often gives the operator improved visibility of the work being performed as well as allows them to help with other tasks required instead of sitting in an operator seat.

Our Cranes are equipped with Altec LMAP (Load Moment and Area Protection) systems which display all information about the machine and load on line at any given time, helping save time on the job.

Additionally because we offer a full product line, it may be easier for operators to become familiar with our equipment and cross train between our different product lines.

23) How does your manufacturing process eliminate waste and non-value added options to keep price increases to a minimum?
Altec is keenly focues on eliminating waste and non-value added processes, while keeping price increases to a minimum. We achieve this by running Rapid Continuous Improvement and maintaining a Closed Loop Quality System. Additionally we use the 8-D Problem Solving System and our production sites have implemented the Kanban scheduling system for lean manufacturing. We use our economies of scale to negotiate favorable arrangements from our suppliers, and utilize a FIFO system for parts that we stock

24) Explain how your distributors are set up to provide service and support for equipment in this industry.
As a factory direct company we do not use distributors

25) Identify how your products, services and supplies address the scope of this RFP.
Altec stives to be a full line - full service provider to the Public Utility Market. The range of our product offering allows customers to truly have a partner in their industry, with one contact for their utility equipment needs. Through the years Altec has demonstrated our ability to meet and exceed the expectations of our NJPA customers and we hope to further strengthen our relationships through this RFP.

Signature: Riley Brown Date: 1-19-2018

FORM E
CONTRACT ACCEPTANCE AND AWARD

(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 012418-ALT

Proposer's full legal name: Altec Industries, Inc.

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be March 14, 2018 and will expire on March 14, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:

NJPA DIRECTOR OF COOPERATIVE CONTRACTS AND PROCUREMENT/CEO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on March 12, 2018

NJPA Contract # 012418-ALT

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Altec Industries, Inc

Authorized Signatory's Title Contract Specialist

VENDOR AUTHORIZED SIGNATURE

Riley Browne
(NAME PRINTED OR TYPED)

Executed on March 12, 2018

NJPA Contract # 012418-ALT

Alberta Purchasing Connection

Government of Alberta

Opportunity Notice

Public Utility Equipment with Related Accessories and Supplies

Category: Goods

Interested vendors (bidders) who wish to submit a response to this opportunity should register their interest by downloading the document(s) from the bid package. Expressing interest means that you will automatically receive an e-mail notification each time an amendment is made to the opportunity for which you have expressed an interest.

Opportunity Information

Organization:	National Joint Powers Alliance on behalf of Alberta Association of Municipal Districts and Counties
Organization Address:	
Reference Number:	AB-2017-07197
Solicitation Number:	2017-07197
Solicitation Type:	Request for Proposal
Posting (MM/DD/YYYY):	11/07/2017 04:30:00 PM Alberta Time
Closing (MM/DD/YYYY):	01/24/2018 04:30:59 PM Alberta Time
Last Update (MM/DD/YYYY):	11/07/2017 04:25:19 PM Alberta Time
Agreement Type:	NWPTA/TILMA & CFTA
Region of Opportunity:	Open
Region of Delivery:	Alberta
Opportunity Type:	Open & Competitive

Commodity Codes:

D5801A: Telephone Cable Systems - Installation
N4320E: Pumps, Sewage
N3801C: Excavator, Hydraulic, Truck Mounted
N3820M: Boring Machine, Underground
N3411: Boring Machines
N4210D4: Pump, Vacuum, Except Marine
N4210D: Pump, Vacuum
N3819C: Cranes, Truck Mounted, Hydraulic Boom
N4320BG: Submersible Sewage Pumps
N4320BM: Pumps, Centrifugal, Sanitary, Except Marine
B5139M: Pullers
N4320I: Pumps, Metering
N3819A: Cranes, Excavator, Crawler Mounted, Cable Operated
K1330V: Trailer, Specialty Equipped
N3411F: Boring, Predrilled, Hydraulic and Coin Operated Machines
N3819CA: Cranes, Truck Mounted, Hydraulic Boom, 10 Ton Capacity and under
N3950: Winches, Hoists, Cranes and Derricks
N3819CB: Cranes, Truck Mounted, Hydraulic Boom, 11 Ton Capacity and Large
N2020BA: Booms, Cargo
K2330: Trailers
N3950F1: Winches, Tow Truck Boom
N4320GAA: Pumps, Sewage, Non-Centrifugal, Except Marine
N3819G: Cranes/Excavators, Pedestal Mounted
N4320B: Pumps, Centrifugal
S1548: Pipeline Construction
N3801B: Excavator, Hydraulic, Crawler Mounted
N4630BH: Solids Pumps, Sewage Treatment Plant

Responses Submission:

Miranda Andersen
Administrative Coordinator – Aggregate Supply Services

From: Kim Austin [mailto:Kim.Austin@njpacoop.org]
Sent: December 7, 2017 1:14 PM
To: Miranda Andersen <miranda@aamdc.com>

Bid Information

Pending Biddingo Approval

Bid Information for 012418

Bid Number	012418	**Bid Name**	Public Utility Equipment with Related Accessories and Supplies
Published By	National Joint Powers Alliance	**Solicitation Type**	Open to all suppliers
Contract Type	RFP	**Procurement Name**	Procurement
Published Date	12/07/2017	**Closing Date**	01/24/2018 04:30:00 PM CT
Country & Province/State	Ontario, Canada	**Region & City**	,
Bid Type	Goods, Services	**Group**	
Estimated Contract Amount	$0.00		
Remind Notice Date	Not Applicable	**Publish Option**	
NIGP Code		**Value Range**	Not Applicable
Client Departments			
Accept questions	Not Applicable	**Tender Area**	

Requirements

NDA Requirement	Not Applicable
NOI Date	Not Applicable
Site Meetings	Not Applicable

Bid Advertisement

NJPA
National Joint Powers Alliance®

Public Utility Equipment with Related Accessories and Supplies

012418

Closing Date: 01/24/2018 04:30:00 PM CT

Detail:

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #012418 PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES. Details of this RFP are available beginning December 7, 2017. Details may be obtained by letter of request to Chris Robinson, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until January 24, 2018 at 4:30 p.m. Central Time at the above address and opened January 25, 2018 at 8:30 a.m. Central Time.

Bid Document

No Bid Document Selected

Selected Categories (Biddingo Category)

Unclassified Categories	Miscellaneous Items
Miscellaneous	Bids located within this category are not classified in the existing Biddingo categories.

Attached Bid Documents

Seq.	Name	Description	Size	Page	NDA Required	Preview Document
No File Attached						

Invited Bidders

Name / Email	Address	Phone	Fax
No Bidder Invited			

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[SUPPORT (Download Training Manuals)]

AFFIDAVIT OF PUBLICATION

DJC

OFFICIAL

921 S.W. Washington St. Suite 210 / Portland, OR 97205-2810
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH–ss.
I, **Michelle Ropp** , being first duly sworn, depose and say that I am a **Principal Clerk** of the **Daily Journal of Commerce** , a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Case Number: NOT PROVIDED
012418 PUBLIC UTILITY EQUIPMENT WITH RELATED
National Joint Powers Alliance; Bid Location Staples, MN, Todd County; Due 01/24/2018 at 04:30 PM

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:

12/8/2017

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE 1st DAY OF February, 2018

Michelle Ropp

Notary Public-State of Oregon

OFFICIAL STAMP
SELAH MICHELE FARMER
NOTARY PUBLIC - OREGON
COMMISSION NO. 959961
MY COMMISSION EXPIRES FEBRUARY 27, 2021

THE NATIONAL JOINT POWERS ALLIANCE® (NJPA)
PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES
Proposals due 4:30 pm, January 24, 2018
REQUEST FOR PROPOSAL

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-forprofit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #012418 PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES. Details of this RFP are available beginning December 7, 2017. Details may be obtained by letter of request to Chris Robinson, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until January 24, 2018 at 4:30 p.m. Central Time at the above address and opened January 25, 2018 at 8:30 a.m. Central Time. Please see who this pertains to here: http://www.njpacoop.org/oregon-advertising.
Published Dec. 8, 2017. 11451876

Kim Austin
National Joint Powers Alliance
202 12th St NE
Staples, MN 56479-2438

Order No.: 11451876
Client Reference No:

Cooperative Purchasing

Procurement Process
About Us
Affiliations & Relationships
Become a Member
Member Resources
Become a Vendor
Get to Know NJPA
Current & Pending Solicitations
- Indefinite Quantity Construction Contracting Systems and related services
- Automotive and Truck Replacement Parts and Tires with Related Equipment, Accessories, and Services
- Class 6,7, and 8 Chassis with Related Equipment, Accessories, and Services
- Multi-Function Copiers, Printers, and Equipment
- Express Courier, Overnight, Ground Delivery Logistics Services
- Elevators, Escalators, and Moving Walks with Related Equipment, Services, Accessories and Supplies
- Forklifts, Lift Trucks, and Related Material Handling Equipment, Attachments, Accessories, and Services
- Pest Management with Related Products and Services
- Classroom Audio Technology Equipment with Related Accessories, Services, and Supplies
- Public Safety and Emergency Management Related

-Public Utility Equipment with Related Accessories and Supplies

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #012418 PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES. Details of this RFP are available beginning December 7, 2017. Details may be obtained by letter of request to Chris Robinson, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until January 24, 2018 at 4:30 p.m. Central Time at the above address and opened January 25, 2018 at 8:30 a.m. Central Time.

Pre-Proposal Conference: January 9, 2017 at 10:00 am CT
Sealed proposals due: January 24, 2017 at 4:30 pm CT

Proposals will be publicly opened: January 25, 2017 at 8:30 am CT

NJPA reserves the right to reject any and all proposals.

To Obtain RFP documents do one of the following:

1. E-mail rfp@njpacoop.org, an email will be sent back to you with the documents
2. Send a letter of request to
   National Joint Powers Alliance:
   Attn: Procurement Department
   202 12th Street NE, Staples, MN 56479

Complete the RFP Document Request Form below, this will redirect you to a page where you can get the documents immediately.

Vendor Name: *
Vendor Address: *
Vendor City: *
Vendor State: *
Vendor Zipcode: *
Contact Name: *
Contact Email: *
Vendor Phone Number: *
Submit

Notice

Basic Information

Estimated Contract Value (CAD)	$999,999,999.00 (Not shown to suppliers)
Reference Number	0000073337
Issuing Organization	National Joint Powers Alliance
Solicitation Type	RFP - Request for Proposal
Solicitation Number	012418
Title	Public Utility Equipment with Related Accessories and Supplies
Source ID	PP.CO.USA.868485.C88455

Details

Region	All of Canada, All of Canada
Purchase Type	Term: 2018/02/15 08:00:00 AM CST - 2022/02/15 12:00:00 AM CST
Description	The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #012418 PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES. Details may be obtained by going to www.njpacoop.org/pendingRFPs. Details of this RFP are available beginning December 7, 2017. Proposals will be received until January 24, 2018 at 4:30 p.m. Central Time at the above address and opened January 25, 2018 at 8:30 a.m. Central Time.

Dates

Publication	2017/12/07 10:10:58 AM CST
Question Acceptance Deadline	2018/01/17 04:30:00 PM CST
Questions are submitted online	No
Bid Intent	Not Available
Closing Date	2018/01/24 04:30:00 PM CST

Contact Information

Procurement Department
218-894-1930
rfp@njpacoop.org

Bid Submission Process

Bid Submission Type	Physical Bid Submission

Documents

Documents

Document	Size	Uploaded Date	Language
How to obtain Public Utility RFP.docx [docx]	12 Kb	2017/12/07 10:07:54 AM CST	English

Categories

Selected Categories

MERX Categories (5)	
N	**Services** Services
N14	**Utilities** Utilities
U	**Other** Other
U	**Undefined** Undefined
G	**Goods** Goods
G22	**Miscellaneous Goods** Miscellaneous Goods
G6	**Construction Products** Construction Products
G18	**Industrial Equipment** Industrial Equipment

Document Request List

Document Request List

Organization Name	Main Contact	Download Date	City	Province/State
No document has been requested yet.				

THE STATE MEDIA CO., INC.
Columbia, South Carolina publisher of

The State

The State Media Company

NEWSPAPER • DIGITAL • MAGAZINES • DIRECT MAIL

AFFIDAVIT OF PUBLICATION

Account #	Ad Number	Identification
327043	0003422127	Public Notice The National Joint Powers Alliance (NJPA), on behalf of NJ

Attention: Carol Jackson

NATIONAL JOINT POWERS ALLIANCE
PO BOX 219
STAPLES, MN 56479

Public Notice

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #012418 PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES. Details of this RFP are available beginning December 7, 2017. Details may be obtained by letter of request to Chris Robinson, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until January 24, 2018 at 4:30 p.m. Central Time at the above address and opened January 25, 2018 at 8:30 a.m. Central Time.
3422127

State of South Carolina

County of Richland

Personally appeared before me, Lauren Libet, VP of Advertising of THE STATE, and makes oath that the advertisement, was inserted in The State, a daily newspaper of general circulation published in the City of Columbia, State and County aforesaid, in the issue(s) of

1 Insertions

Published On:
December 07, 2017

Lauren Libet
Lauren Libet
VP of Advertising

Subscribed and sworn to before me on this 15th day of December in the year of 2017

Allison Branham
Notary Public
My Commission Expires:
5/8/2027

"Errors- the liability of the publisher on account of errors in or omissions from any advertisement will in no way exceed the amount of the charge for the space occupied by the item in error, and then only for the first incorrect insertion."

The New York State Contract Reporter
NYSCR.ny.gov
NYS' official source of contracting opportunities
Bringing business and government together

This document printed
Thursday, 12/07/2017

Contracting Opportunity

*** This ad has not been published. It has been reviewed and pending publication. ***

Title: Public Utility Equipment with Related Accessories and Supplies
Agency: National Joint Powers Alliance
Division: Procurement Department
Contract Number: #012418
Contract Term: 4 years, with potential 1 year extension
Date of Issue: 12/08/2017
Due Date/Time: 01/24/2018 4:30 PM Central Time
County(ies): All NYS counties
Classification: Utilities & Green Energies - *Commodities*
Opportunity Type: General
Entered By: Chris Robinson
Description: The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #012418 PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES. Details of this RFP are available beginning December 7, 2017. Details may be obtained by letter of request to Chris Robinson, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until January 24, 2018 at 4:30 p.m. Central Time at the above address and opened January 25, 2018 at 8:30 a.m. Central Time.

Contact Information

Primary contact: National Joint Powers Alliance
Procurement Department
Chris Robinson
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-895-4168
chris.robinson@njpacoop.org

Submit to contact: National Joint Powers Alliance
Procurement Department
Chris Robinson
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-895-4168
chris.robinson@njpacoop.org

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National Joint Powers Alliance®

Bid RFP #012418 - Public Utility Equipment with Related Accessories and Supplies

[Switch to Vendor View]

Bid Type	**RFP**
Bid Number	**012418**
Title	**Public Utility Equipment with Related Accessories and Supplies**
Start Date	**Dec 7, 2017 10:31:23 AM CST**
End Date	**Jan 24, 2018 4:30:00 PM CST**
Agency	**NJPA**
Bid Contact	**Chris Robinson** (218) 895-4168 rfp@njpacoop.org 202 12th Street NE P.O. Box 219 Staples, MN 56479-0219

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0 Questions
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Description

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #012418 PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES. Details of this RFP are available beginning December 7, 2017. Details may be obtained by letter of request to Chris Robinson, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until January 24, 2018 at 4:30 p.m. Central Time at the above address and opened January 25, 2018 at 8:30 a.m. Central Time.

Delivery Information

Chris Robinson, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479

Pre-Bid Conference

Date	**Jan 9, 2018 10:00:00 AM CST**
Location	**Web conference**
Notes	**Details are sent two business days prior.**

Documents

No Documents for this bid

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NATIONAL JOINT POWERS ALLIANCE,

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2188945483	0001185260 /

PUBLICATION SCHEDULE
START 12/07/2017 END 12/07/2017

CUSTOMER REFERENCE NUMBER
RFP#012418

CAPTION
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SIZE			
38	LINES	1	COLUMN(S)

TIMES	TOTAL COST
3	87.46

PUBLIC NOTICE

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request for Proposal (RFP) to result in a national contract solution for the procurement of #012418 PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES. Details of this RFP are available beginning December 7, 2017. Details may be obtained by letter of request to: Chris Robinson, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until January 24, 2018 at 4:30 p.m. Central Time at the above address and opened January 25, 2018 at 8:30 a.m. Central Time.

1185260 UPAXLP

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AS NEWSPAPER AGENCY COMPANY, LLC dba UTAH MEDIA GROUP LEGAL BOOKER, I CERTIFY THAT THE ATTACHED ADVERTISEMENT OF **PUBLIC NOTICE The National Joint Powers Alliance (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, high** FOR **NATIONAL JOINT POWERS ALLIANCE,** WAS PUBLISHED BY THE NEWSPAPER AGENCY COMPANY, LLC dba UTAH MEDIA GROUP, AGENT FOR DESERET NEWS AND THE SALT LAKE TRIBUNE, DAILY NEWSPAPERS PRINTED IN THE ENGLISH LANGUAGE WITH GENERAL CIRCULATION IN UTAH, AND PUBLISHED IN SALT LAKE CITY, SALT LAKE COUNTY IN THE STATE OF UTAH. NOTICE IS ALSO POSTED ON UTAHLEGALS.COM ON THE SAME DAY AS THE FIRST NEWSPAPER PUBLICATION DATE AND REMAINS ON UTAHLEGALS.COM INDEFINATELY. COMPLIES WITH UTAH DIGITAL SIGNATURE ACT UTAH CODE 46-2-101; 46-3-104.

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BY LORI GUDMUNDSON .

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NFL

Fires force Rams to move practice

Martin Frank
Wilmington (Del.) News Journal
USA TODAY Network

COSTA MESA, Calif. – The wildfires that have been burning around the Los Angeles area have already affected the Rams heading into their game Sunday against the Eagles.

The Rams, whose facility is in Thousand Oaks, canceled their practice Wednesday and instead conducted a walk-through in the gymnasium at nearby Cal Lutheran University.

Thousand Oaks is located in southeastern Ventura County, one of the areas affected by the fires.

"The air quality isn't quite what you'd like it to be to be able to go outside," Rams coach Sean McVay said.

"But fortunately, because we are right next to Cal Lutheran's campus, we were able to go over to their gym, have a good walk-through, kind of use both of their basketball gyms."

The Eagles are practicing this week at Angel Stadium of Anaheim, the home of the Major League Baseball team. The stadium is located about 80 miles southeast of Ventura County. That area has not been affected by the fires.

So far, neither team has heard from the NFL about the possibility of postponing the game, held at Los Angeles Memorial Coliseum. But some fires were about 20 miles away from the stadium, in Bel Air, in the hills outside the city.

The fires and smoke are such a concern that UCLA canceled its basketball game with Montana scheduled Wednesday night. One fire was about 5 miles from campus.

Eagles coach Doug Pederson said it was unsettling to hear that the Rams couldn't practice because of air quality, not to mention the thousands of people who have had to evacuate their homes in Ventura County.

Wildfires in California forced the Rams to change their practice to a walk-through Wednesday. DAN MACNEDAN/USA TODAY

"It is obviously a serious issue with what's going on, and our thoughts and prayers are obviously with the people that are affected," Pederson said. "I know the Rams were affected these last couple of days, and it makes it a little uncomforting and unsettling."

It's a big game for both teams. The Eagles (10-2) and Rams (9-3) are leading their divisions and are hoping to improve their playoff positioning heading into the final four games of the season.

McVay said he and the Rams are trying to make the best of the situation and that having a walk-through practice this late in the season isn't such a bad thing.

"That was kind of the approach we were going to take anyway," he said. "We just did it indoors, and we kind of kept the players off their feet more than we were accustomed to on a Wednesday.

"But being this late in the season, you do sometimes look into adjusting your practice plans to have a little bit more of an above-the-neck emphasis on a Wednesday. And that's what we did, and hopefully we'll be able to regain our normal practice schedule and get back out there (Thursday)."

Bell

Continued from Page 1C

ations — and a former Pro Bowl defensive back — said during a conference call Wednesday.

Incredulously, Vincent went on to explain that part of the league's philosophy is that there are "only 17 weeks" and that "we really emphasize, 'Let the players play.' "

That's nonsense. Just like his explanation that "the act" and not "the result" of Gronkowski's body slam on White, who never returned to a game that Gronkowski kept playing in and is still in concussion protocol after getting clubbed in the back of the helmet — goon-style, as he lay prone on the turf — was the basis of the tight end's measly one-game suspension.

You can't have it both ways, NFL, when touting all the rules changes passed in the name of safety.

The on-field officials should be in the business of maintaining order, not adhering to a mentality that the league office will handle it during the week. I mean, their authority is written into the rule book, just as it is for NBA referees and MLS umpires.

I'm disappointed that Gene Steratore, respected in league circles as one of its best referees, didn't drop the hammer on Gronk, who deserved an ejection and a suspension. As it stands, it appears White will miss more snaps than Gronkowski. Not fair.

What does it take? Does someone need to be killed on the field? If players can be disqualified for pushing refs and fighting, then why not for the Gronkowski episode?

"That should have been automatic," Mike Pereira, the Fox rules analyst who previously headed the NFL's officiating department, told USA TODAY.

"That's not even a football play. Somebody's got to step up in a case like that. And you can confirm it with the replay in New York."

Pereira understands officials' dilemma when it comes to ejections but also contends there are some no-brainer circumstances warranting immediate action.

"You don't need to wait," he added. "You need to send a message. It needs to happen on game day. It has a bigger impact."

With just 46 active players on a game-day roster, the instant hit to a depth chart — especially if a targeting rule that mandates ejections is implemented — would sure get the attention of coaches, who can plan around suspensions. Last year's big rule change (ejecting players for multiple personal fouls) has seemingly done little to curb unnecessary mayhem.

Pereira contends it's time to take another step even as stiffer fines and suspensions seem to have fallen short of removing the egregious head shots.

"Players may be more apt to change their ways if they feel there's an automatic ejection," he said.

He's seen techniques evolve because of the rule change on the college level.

And, upon further review, the league needs to tighten it up more to discourage players from taking cheap shots while encouraging a culture where refs won't hesitate to toss players for a Gronk-like assault.

"You have to have a safety net to get the calls right," Pereira added.

"And the NFL has that with replay."

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Proposal Opening Record

Date of opening: January 25, 2018

The public opening of all responses received to the Request For Proposal #012418 for the procurement of PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES was witnessed by the following individuals:

Carol Jackson, NJPA
Kim Austin, NJPA
Sheila Christoffersen, NJPA
James Voelker, NJPA
Brandon Town, NJPA
Michael Munoz, NJPA
Andy Campbell, NJPA
Chris Robinson, NJPA
Carl Richards, Xylem
Jim Zylstra, Ring-O-Matic

Responses were received from the following:

Altec Industries, Inc. – received 1/22/18 at 3:36:38AM
Proposer deemed responsive
Elliot Equipment Company – received 1/22/2018 at 10:40:57AM
Proposer deemed responsive
GapVax Inc. – received 1/23/18 at 10:51:48AM
Proposer deemed responsive
Global Pump – received 1/24/18 at 12:18:58PM
Proposer deemed responsive
Keizer Morris International, Inc. – received 1/18/18 at 10:50:38AM
Proposer deemed responsive
Pacific-Tek – received 1/24/18 at 11:27:17AM
Proposer deemed responsive
Certificate of insurance – provided; limits below required amount
Ring-O-Matic – received 1/24/18 at 11:27:35AM
Proposer deemed responsive
Terex Utilities Inc. – received 1/24/18 at 11:26:35AM
Proposer deemed responsive
The Charles Machine Works, Inc. – received 1/22/18 at 10:41:53AM
Proposer deemed responsive
Thompson Pump and Manufacturing Company Inc. – received 1/24/18 at 11:27:04AM
Proposer deemed responsive
Time Manufacturing Co – received 1/22/18 at 10:41:31AM
Proposer deemed responsive
Certificate of insurance – provided; limits below required amount
Vermeer Corporation – received 1/24/18 at 11:26:47AM
Proposer deemed responsive
Vermeer Corporation – received 1/24/18 9:48:09AM
Proposer deemed responsive

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Wachs Utility Products – received 1/23/18 at 1:36:39PM
Proposer deemed responsive
Xylem Dewatering Solutions, Inc. – received at 1/24/18 3:54:39PM
Proposer deemed responsive

Proposals are evaluated first on level-one responsiveness and that determination is noted above. Level-one responsiveness requires, among other things, that the response be received before the deadline for the submission and that the response include completed copies (with signatures) of the requested forms.

Proposers that are deemed level-one responsive must provide any missing documentation or remedy a noted deficiency within a reasonable time in order to remain responsive. Respondents must not provide additional substantive information when sending missing documentation.

Chris Robinson, JD, Procurement Manager, NJPA

Kim Austin, Procurement Analyst III, NJPA

Form G
PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES

	Possible Points	Altec Industries, Inc.	Elliot Equipment Company	GapVax Inc.	Global Pump	Keiser Morris International, Inc.	Pacific-Tak	Ring-O-Matic
Conformance to Terms/ Conditions to Include Documentation	50	43	44	40	39	-	39	37
Pricing	400	359	358	313	312	-	281	339
Financial, Industry and Marketplace Successes	75	68	60	61	58	-	59	57
Bidder's Ability to Sell/ Service Contract Nationally	100	93	90	68	72	-	78	83
Bidder's Marketing Plan	50	43	45	43	41	-	41	39
Value Added Attributes	75	68	69	58	57	-	59	60
Warranty Coverages and Information	50	44	45	39	40	-	41	38
Selection and Variety of Products and Services Offered	200	185	179	165	170	-	156	161
Total Points	1,000	902	890	787	789	0	754	814
Rank Order		1	3	10	9	14	11	8

	Possible Points	Terex Utilities Inc.	The Charles Machine Works, Inc.	Thompson Pump and Manufacturing Company Inc.	Time Manufacturing Co	Vermeer Corporation	Wachs Utility Products	Xylem Dewatering Solutions, Inc.
Conformance to Terms/ Conditions to Include Documentation	50	37	36	39	37	43	36	31
Pricing	400	346	358	362	351	356	285	189
Financial, Industry and Marketplace Successes	75	65	67	60	64	68	67	62
Bidder's Ability to Sell/ Service Contract Nationally	100	84	90	82	91	93	69	72
Bidder's Marketing Plan	50	39	43	42	42	45	38	38
Value Added Attributes	75	66	67	60	65	68	58	58
Warranty Coverages and Information	50	42	42	39	43	43	38	39
Selection and Variety of Products and Services Offered	200	171	183	172	178	184	160	155
Total Points	1,000	850	886	856	871	900	739	650
Rank Order		7	4	6	5	2	12	13

Chris Robinson, JD, NJPA

Greg Gyang, NJPA

Kim Austin, NJPA

Brandon Town, NJPA

Michael Munoz, NJPA

COMMENT AND REVIEW
to the
REQUEST FOR PROPOSAL (RFP) #012418
Entitled

PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES

The following advertisement was placed in Oregon's *Daily Journal of Commerce* on December 8, 2017, in South Carolina's *The State* on December 7, 2017, in Utah's *The Salt Lake Tribune* on December 7, 2017, in *USA Today* on December 7, 2017, and on the NJPA website www.njpacoop.org, Onvia website www.onvia.com, Notice to Bidders website www.noticetobidders.com, PublicPurchase.com, AAMDC, Merx, Biddingo and The New York State Contract Reporter:

> *The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #012418 PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES. Details of this RFP are available beginning December 7, 2017. Details may be obtained by letter of request to Chris Robinson, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until January 24, 2018 at 4:30 p.m. Central Time at the above address and opened January 25, 2018 at 8:30 a.m. Central Time.*

RFPs were requested by and distributed to:

Altec Industries	Lindco Equipment Sales, Inc.
BRITESPAN Building Systems Inc.	Lineman's Testing Laboratories of Canada
Calumet Branded Products LLC	LMT Inc.
Caterpillar, Inc.	MGS Inc
Coastline Equipment	MidCo Material Handling
Construction Industry Center	Monroe Towmaster LLC
Control Networks Plus LLC	Motrec International Inc.
Data Transfer Solutions, LLC	NESCO LLC
Deltek	NPKCE
Department of Finance and Administration	Pacific-Tek
Ditch Witch	Pioneer Pump
DUCO, LLC	Prime Vendor Inc.
Elliott Equipment Company	RACO Manufacturing & Engineering
Felicia Y Sharpe	Rausch Electronics USA, LLC
Fitness Ventures, Inc.	Reelstrong LLC

FSG	Ring-O-Matic
GapVax, Inc.	Royal Purple
Global Power Technologies, LLC	S.D.P. Manufacturing, Inc.
Global Pump	Seon
Globe Trailers	SL King and Associates
Grace Environmental Services	SMS Equipment
Grace Services	Strahnet
Green Climber NA	Structural Metal Fabricators Inc.
Hardline Equipment	Subsite, LLC
Harrington	Swenson Spreader LLC
Hertz Equipment Rental Corp.	Terex
HitchDoc	Thompson Pump
Hol-Mac Corporation	Timberland Equipment Limited
Hurco Technologies, Inc.	Time Manufacturing Company
Interstate Power Systems	Tri State Buiding Center
Jack Doheny Companies, Inc.	TSE International, Inc.
Jemtech	Twin Equipment
Kainos Office	Valor Holdings
Keizer Morris International	Vermeer Corporation
Kundel Industries	Wachs Utility Products
Ledwell & Son	WasteCorp Pumps LLC
LF George Inc.	Xylem Dewatering Solutions, Inc.

Proposals were opened on January 25, 2018, at the NJPA offices located at 202 12th Street Northeast in Staples, Minnesota 56479, from the following:

Altec Industries, Inc.
Elliot Equipment Company
GapVax Inc.
Global Pump
Keizer Morris International, Inc.
Pacific-Tek
Ring-O-Matic
Terex Utilities Inc.
The Charles Machine Works, Inc.
Thompson Pump and Manufacturing Company Inc.
Time Manufacturing Co
Vermeer Corporation
Wachs Utility Products
Xylem Dewatering Solutions, Inc.

Proposals were reviewed by the Proposal Evaluation Committee:

Greg Grunig, NJPA Procurement Lead Analyst
Kim Austin, NJPA Procurement Analyst III
Brandon Town, NJPA Procurement Analyst II
Michael Munoz, NJPA Procurement Analyst II

The findings of the Proposal Evaluation Committee are summarized as follows:

The Proposal Evaluation Committee used the established NJPA RFP evaluation criteria and determined that all proposal responses met Level-One Responsiveness. The response of Keizer Morris International, Inc. was determined to be Level-Two non-responsive because the offering of products and services in their proposal were found to fall outside of the scope of the RFP. All other proposals were found to be Level-Two responsive and were evaluated.

Altec Industries Inc. offers a diverse product line, including aerial devices, cable handling equipment, chippers/chipper bodies cranes, and digger derricks. They offer a 24 HR parts/sales/service line with less than a 10 second wait time, and have a large sales force with 37 service centers and more than 100 mobile service techs. Altec offers competitive pricing with volume discounts on multiple identical units.

Elliot Equipment Co. manufactures a selection of aerial equipment, boom truck cranes and digger derricks. Elliot offers a lifetime structural warranty on their equipment with two years on boom trucks and one year on the digger derricks. Elliot has 103 locations across the US and Canada to sell and service their equipment. Elliot offers a significant discount from List Price on their own products, as well as "open-market" goods, and additional volume discounts starting at three units.

Terex Utilities Inc. provides aerial platforms, cranes, utility equipment, and boom trucks, covered by a robust warranty that includes coverage for travel and labor. Terex will serve Member needs through 20 service locations across the US, with multiple mobile field technicians. They also offer online parts ordering, tools and accessory ordering capability, with a solid pricing proposal.

The Charles Machine Works offers directional boring equipment, piercing tools, pipe layers, trench rollers, vacuum excavation, pipe and cable locators, trenchers, and vibratory plows under the brand names Ditch Witch, Subsite and HammerHead. They offer in-house financing and leasing options. Charles Machine Works is represented by a dealer network with 126 locations across the US and Canada. They offer a range of significant discounts from MSRP and pass-through pricing on "open-market" items supplied with their equipment.

Thompson Pump and Manufacturing has a wide selection of pumps, including diesel or electric powered, dry priming or wet priming, which are either skid mounted or trailer mounted in various sizes and horsepower ratings. Thompson offers Members many options for arrangements on freight and shipping. Thompson has a strong dealer/distributor network able to service Members' needs. They offer considerable pricing discounts and volume discounts starting at ten units.

Time Manufacturing Co. manufactures a broad selection of bucket trucks, digger derricks, aerial equipment and cable placers under the Versalift, Condor, Skybird and Ruthmann brands. The company has a strong dealer and distributor network to handle sales and service to Members across the US and Canada. Time offers significantly discounted pricing on their primary equipment offerings, as well as accessories.

Vermeer Corporation offers pile drivers, trenchers, plows, trenchless boring, directional drilling, pipeline trenchers, and concrete cutters. They have 109 dealers in the US and 16 in Canada, giving them a demonstrated ability to serve Member needs. Vermeer proposed a range of considerable pricing discounts across product lines and offered volume discounts.

For these reasons, the NJPA Proposal Review Committee recommends award of NJPA Contract #012418 to:

Altec Industries Inc.	#012418-ALT
Elliot Equipment Co.	#012418-EEC
Terex Utilities Inc.	#012418-TER
The Charles Machine Works.	#012418-CMW
Thompson Pump and Manufacturing.	#012418-TPM
Time Manufacturing Co.	#012418-TIM
Vermeer Corporation.	#012418-VRM

The preceding recommendations were approved on March 9, 2018.

Chris Robinson, JD, NJPA Procurement Manager

James Voelker, CFCM, NJPA Procurement Lead Analyst

Greg Grunig, NJPA Procurement Lead Analyst

Kim Austin, NJPA Procurement Analyst III

Brandon Town, NJPA Procurement Analyst II

Michael Munoz, NJPA Procurement Analyst II

Regular Meeting & Retreat Minutes of the
NATIONAL JOINT POWERS ALLIANCE®
Board of Directors
Thursday, April 12, 2018
Madden's Resort, Wilson Bay Lodge Meeting Room
11266 Pine Beach Road, Brainerd, MN 56401

Chair Wilson called the retreat to order at 8:05am with the following members present: Mike Wilson, Sharon Thiel, Barb Neprud, Scott Veronen, Greg Zylka, Mark Gerbi, Ryan Thomas, and Sara Nagel. Also present were Chris Lindholm, Pequot Lakes School District and Jon Radermacher, City of Little Falls, Ex-Officios; Chad Coauette, Susan Nanik, Paul Drange, Jamie Loken, Jeremy Schwartz, Mike Carlson, Marcus Miller, Rebecca Cromwell, Dean Greising, Liz DeRuyck, Tom Perttula, Sarah Speer, Chris Robinson, Kassidy Rice, Ryan Donovan, Michael Brandt, Anna Gruber, and Danielle Wadsworth, NJPA staff.

Mr. Wilson gave a welcome.

Carl Anderson, Sandie Rentz, and Nancy Bruns shared regional impact stories.

Dr. Coauette presented the year in review to include the year to date metrics.

Dr. Coauette presented the organizational framework.

Mr. Carlson, Mr. Perttula, and Mr. Schwartz presented the cooperative purchasing deep dive and trending of contracts.

Mr. Schwartz and Mr. Carlson presented sales and revenue projections.

Dr. Coauette and other Senior Leaders presented on Integrated Management Systems, Capability Model, Balanced Score Card, and Current FY and FY 20/21 Departmental Goals.

Mr. Miller presented upcoming plans for Legal and Government Relations.

Ms. Nanik presented upcoming plans for General Administration and Facility Departments.

Ms. Cromwell presented upcoming plans for Human Resources Department.

Mr. Bautz presented upcoming plans for the Marketing and Membership Departments.

Mr. Loken presented upcoming plans for Information & Communication Technology.

Mr. Schwartz presented upcoming plans for Operations & Procurement Departments.

Mr. Perttula presented upcoming plans for Contract Administration

Lunch was served.

Mr. Carlson presented upcoming plans for Finance.

Mr. Donovan presented upcoming plans for Risk Management.

Mr. Drange presented upcoming plans for Regional Programs.

Ms. Rice presented upcoming plans for Educational Solutions.

Ms. Gruber presented upcoming plans for City, County, & Other Government Agencies.

Dr. Coauette presented Strategic Reinvestment Projects.

Mr. Loken presented Organizational Projects.

Mr. Carlson presented the FY2018-2019 draft budget for review.

Chair Wilson called the Regular Board meeting to order at 2:40 p.m. with the following members present: Mike Wilson, Barb Neprud, Sharon Thiel, Scott Veronen, Greg Zylka, Mark Gerbi, Ryan Thomas, and Sara Nagel. Also present were Chris Lindholm, Pequot Lakes, and Jon Radermacher, City of Little Falls, Ex-Officios; Chad Coauette, Susan Nanik, Paul Drange, Jamie Loken, Jeremy Schwartz, Marcus Miller, Mike Carlson, Travis Bautz, Rebecca Cromwell, Dean Greising and Danielle Wadsworth, NJPA staff.

Ms. Nagel moved, seconded by Mr. Zylka to accept the agenda as amended. Motion carried.

Ms. Neprud moved, seconded by Mr. Thomas to accept the minutes of the Regular Board Meeting held on March 20, 2018. Motion carried.

Mr. Carlson presented the monthly Financial Reports.

Ms. Neprud moved, seconded by Ms. Nagel to approve the check register and Treasurer's Report of Cash, Revenues, and Expenditures and to pay all vendor disbursements #90045 to #90373. Motion carried.

Ms. Neprud moved, seconded by Ms. Thiel to approve all Wire Transfers #223 to #246. Motion carried.

Ms. Neprud moved, seconded by Mr. Zylka to approve all Wire Transfers- Employee Expense reimbursements #712 to #829. Motion carried.

Mr. Veronen moved, seconded by Mr. Thomas to accept the Consent Agenda as follows:

- Updated Membership Agreements Members added March 1-31, 2018
- Approve Authorization to Solicit the following categories:
    - Electronic Scoreboards, Signage, and Video Displays with Related Accessories and Services
    - Sports Lighting with Related Accessories and Services
    - Sports Equipment with Related Accessories and Services
    - Wireless Technology Consulting Services

Motion carried.

Mr. Schwartz presented the new and renewed contracts in March as noted in Appendix A.

Ms. Nagel moved, seconded by Ms. Neprud to approve hiring:

- Kayla Voelker, Regional Transition Specialist; effective April 23, 2018
- Kristin Asche, Associate General Counsel; effective April 23, 2018
- Heather Pickett, Associate General Counsel; effective May 2, 2018
- Jody Rakow-Worcester, ACP Education Consultant, effective July 1, 2018
- Jen McLachlan, ACP Education Consultant, effective July 1, 2018

Motion carried.

Mr. Zylka moved, seconded by Mr. Gerbi to approve opening the following positions:

- Contract Administrator I
- Finance & Business Analyst III

Motion carried.

Ms. Thiel moved, seconded by Ms. Neprud to approve the position descriptions and open the following positions:

- Graphic Design Specialist II
- Education Solutions Administrative Supervisor

Motion carried.

Ms. Nagel moved, seconded by Mr. Gerbi to approve retiring the following Job Description:

- Multimedia Specialist

Motion carried.

Dr. Coauette gave an update on National Cooperative Procurement Partners and Minnesota Service Cooperatives.

Dr. Coauette led the board on an open discussion on general feedback of the board retreat. Feedback consensus was positive about the clear and concise presentations from Senior Leadership and Management.

Mr. Zylka moved, seconded by Mr. Gerbi to adjourn the meeting at 3:00 p.m. Motion carried.

APPENDIX A

NJPA PROCUREMENT DEPARTMENT
BOARD ITEMS - April 2018

CONSENT AGENDA ITEMS

Requesting Board permission to Solicit the following categories:

- Electronic Scoreboards, Signage, and Video Displays with Related Accessories and Services
- Sports Lighting with Related Accessories and Services
- Sports Equipment with Related Accessories and Services
- Wireless Technology Consulting Services

Requesting Board permission to Re-Solicit the following categories:

NEW CONTRACT		
Altec Industries, Inc.	012418-ALT	*"Public Utility Equipment with Related Accessories and Supplies"*
Elliott Equipment Company	012418-EEC	*"Public Utility Equipment with Related Accessories and Supplies"*
Terex Utilities Inc.	012418-TER	*"Public Utility Equipment with Related Accessories and Supplies"*
The Charles Machine Works	012418-CMW	*"Public Utility Equipment with Related Accessories and Supplies"*
Thompson Pump and Manufacturing Co., Inc.	012418-TPM	*"Public Utility Equipment with Related Accessories and Supplies"*
Time Manufacturing Company	012418-TIM	*"Public Utility Equipment with Related Accessories and Supplies"*
Vermeer Corporation	012418-VRM	*"Public Utility Equipment with Related Accessories and Supplies"*
Braun Industries, Inc.	022118-BRN	*"Ambulance and Emergency Medical Transport Vehicles, with Related Equipment, Accessories and Supplies"*
P.L. Custom Body and Equipment Co., Inc.	022118-PLC	*"Ambulance and Emergency Medical Transport Vehicles, with Related Equipment, Accessories and Supplies"*
REV Ambulance Group Orlando, Inc. dba Road Rescue Emergency Vehicles	022118-REV	*"Ambulance and Emergency Medical Transport Vehicles, with Related Equipment, Accessories and Supplies"*
New ezIQC Contracts		
State of Ohio - Columbus		
F.H. Paschen, S.N. Nielsen & Associates LLC	OHGCOAGCOMA-022718-FHP	
Armcorp Construction, Inc.	OHGCOAGCOMB-022718-ACI	
Foti Contracting	OHGCOAGCOMC-022718-FCL	
Custom Controls Group LLC	OHGCOAGCOMD-022718-CCG	
Johnson-Laux Construction	OHGCOAGCOME-022718-JLC	
Armcorp Construction, Inc.	OHGCOAEOMA-022718-ACI	
Whalen Electric	OHGCOAEOMB-022718-WHE	
The K Company, Inc	OHGCOAHVOMA-022718-KCO	
Custom Controls Group LLC	OHGCOAHVOMB-022718-CCG	
Custom Controls Group LLC	OHGCOAROMA-022718-CCG	
K&W Roofing, Inc	OHGCOAROMB-022718-KWR	
Armcorp Construction, Inc.	OHGCOACOMA-022718-ACI	
McDaniel's Construction Corp., Inc	OHGCOAGCMBA-022718-MCC	
Price Builders and Developers	OHGCOAGCMBB-022718-PBD	

State of California - Region 3 - North Central Valley		
Staples Construction Company, Inc.	CA-03-NCV-B-A-030618-STA	
Acco Engineered Systems	CA-03-NCV-CM-A-030618-AES	
State of California - Region 4 - Bay Area		
Mark Scott Construction	CA-04-BA-A-A-030618-MSC	
Mark Scott Construction	CA-04-BA-B-A-030618-MSC	
AAGK, LLC	CA-04-BA-B-B-030618-AAG	
ACCO Engineered Systems	CA-04-BA-CM-A-030618-AES	
State of California - Region 5 - Central Valley		
Mark Scott Constuction	CA-05-CV-A-A-030618-MSC	
Durham Constuction Company	CA-05-CV-A-B-030618-DCC	
Durham Constuction Company	CA-05-CV-B-A-030618-DCC	
Haus Construction, Inc.	CA-05-CV-B-B-030618-HCI	
ACCO Engineered Systems, Inc	CA-05-CV-CM-A-030618-AES	
Strategic Mechanical Inc	CA-05-CV-CM-B-030618-SMI	
State of California - Region 7 - Central Coast		
Newton Construction and Management	CA-07-CC-A-A-030618-NCM	
Newton Construction and Management	CA-07-CC-B-A-030618-NCM	
William A. Thayer Construction	CA-07-CC-B-B-030618-WTC	
ACCO Engineered Systems, Inc.	CA-07-CC-CM-A-030618-AES	
EMCOR Services, Mesa Energy Systems, Inc.	CA-07-CC-CM-B-030618-ES	
State of California - Region 8 - Southland		
Horizons Construction Company International, Inc	CA-08-SL-A-A-030618-HCC	
Angeles Contractor, Inc	CA-08-SL-A-B-030618-ACI	
MDJ Management, Inc.	CA-08-SL-B-A-030618-MDJ	
Vincor Construction Incorporated	CA-08-SL-B-B-030618-VCI	
Horizons Construction Co.. Int'l, Inc.	CA-08-SL-B-C-030618-HCC	
Angeles Contractor, Inc.	CA-08-SL-B-D-030618-ACI	
Harry H. Joh Construction	CA-08-SL-B-E-030618-HJC	
Grondin Construction, Inc.	CA-08-SL-B-F-030618-GCI	
Angeles Contractor, Inc	CA-08-SL-CE-A-030618-ACI	
ABM Electrical and Lighting Solutions, Inc	CA-08-SL-CE-B-030618-ABM	
ACCO Engineered Systems, Inc.	CA-08-SL-CM-A-030618-AES	
MTM Construction, Inc	CA-08-SL-CM-B-030618-MTM	
Angeles Contractor, Inc	CA-08-SL-CR-A-030618-ACI	
Good-Men Roofing and Construction, Inc	CA-08-SL-CR-B-030618-GMR	
State of California - Region 9 - San Diego Imperial		
Angeles Contractor, Inc.	CA-09-SI-A-A-030618-ACI	
Vet-Force Engineering & Construction	CA-09-SI-A-B-030618-VET	
Vincor Construction Incorporated	CA-09-SI-B-A-030618-VCI	
Grondin Construction Inc	CA-09-SI-B-B-030618-GCI	
Harry H. Joh Construction Inc	CA-09-SI-B-C-030618-HJC	
Pacific Building Group	CA-09-SI-B-D-030618-PBG	
Angeles Contractor, Inc.	CA-09-SI-B-E-030618-ACI	
All Source Coatings, Inc.	CA-09-SI-B-F-030618-ASC	
ACCO Engineering Systems Inc.	CA-09-SI-CM-A-030618-AES	
Harry H. Joh Construction Inc	CA-09-SI-CM-B-030618-HJC	
Pacific Contractors Group Inc.	CA-09-SI-CP-A-030618-PCG	
Angeles Contractor, Inc.	CA-09-SI-CR-A-030618-ACI	
Good-Men Inc Roofing and Construction	CA-09-SI-CR-B-030618-GMR	
ezIQC RENEWALS		
Centennial Contractors Enterprises, Inc.	MD03GC02-031417-CCE	
Centennial Contractors Enterprises, Inc.	MD02GC01-0314174-CCE	
Centennial Contractors Enterprises, Inc.	MD05GC02-031417-CCE	
The Matthews Group, Inc.	MD03GC01-031417-TMG	
HITT Contracting, Inc.	MD05GC01-031417-HCI	

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 12/18/2018

REQUESTED ACTION BY COMMISSION: Review the Public Art Master Plan concept for the Town Square redevelopment project. Debby Coles-Dobay, Public Arts Manager to provide powerpoint presentation.

EXPLANATION OF REQUEST:
The Public Art Town Square Master Plan was conceived from the Aug. 24, 2017 Open Spaces and Public Art workshop.

The Arts Commission and consultant facilitated an engagement process that used the **five senses plus movement** (see attached document) as a way to find out how the workshop participants wanted the future Town Square experience to feel.

Further input was gathered from the July 27, 2017 - April 25, 2018 Town Square planning meetings.

The Arts Commission reviewed and approved the Public Art Master plan. The public art concepts are procured by call to artists, emerging/local artists or artists invite methods. The Art Commission and special Town Square selection teams have review the artists applications and presentations to select the project concepts that will be presented in the December 18, 2018 City Commission meeting.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? This plan is being implemented through the Arts Commission approval process, managed by the Public Art Manager following the guidelines of the Public Art Ordinance 07-002.

FISCAL IMPACT: Budgeted The Town Square Public Art Master project is funded by 1% of the Town Square construction cost with additional funds contributed by the private developer.

ALTERNATIVES: Decide to not review the Public Art Master Plan concept presentation for the Town Square redevelopment project.

STRATEGIC PLAN: Redevelop Downtown, Building Wealth in the Community, Boynton Beach Branding

STRATEGIC PLAN APPLICATION:
By integrating public art into the Town Square redevelopment plan it creates a cultural distinct downtown, connects the Art & Culture in Boynton Beach to the global community, initiates economic development, cultural tourism and a distinctive City branding image.
By implementing an Emerging/Local artists program for the Town Square Public Art Master Plan it builds local wealth and guides artists how to become public artists.

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

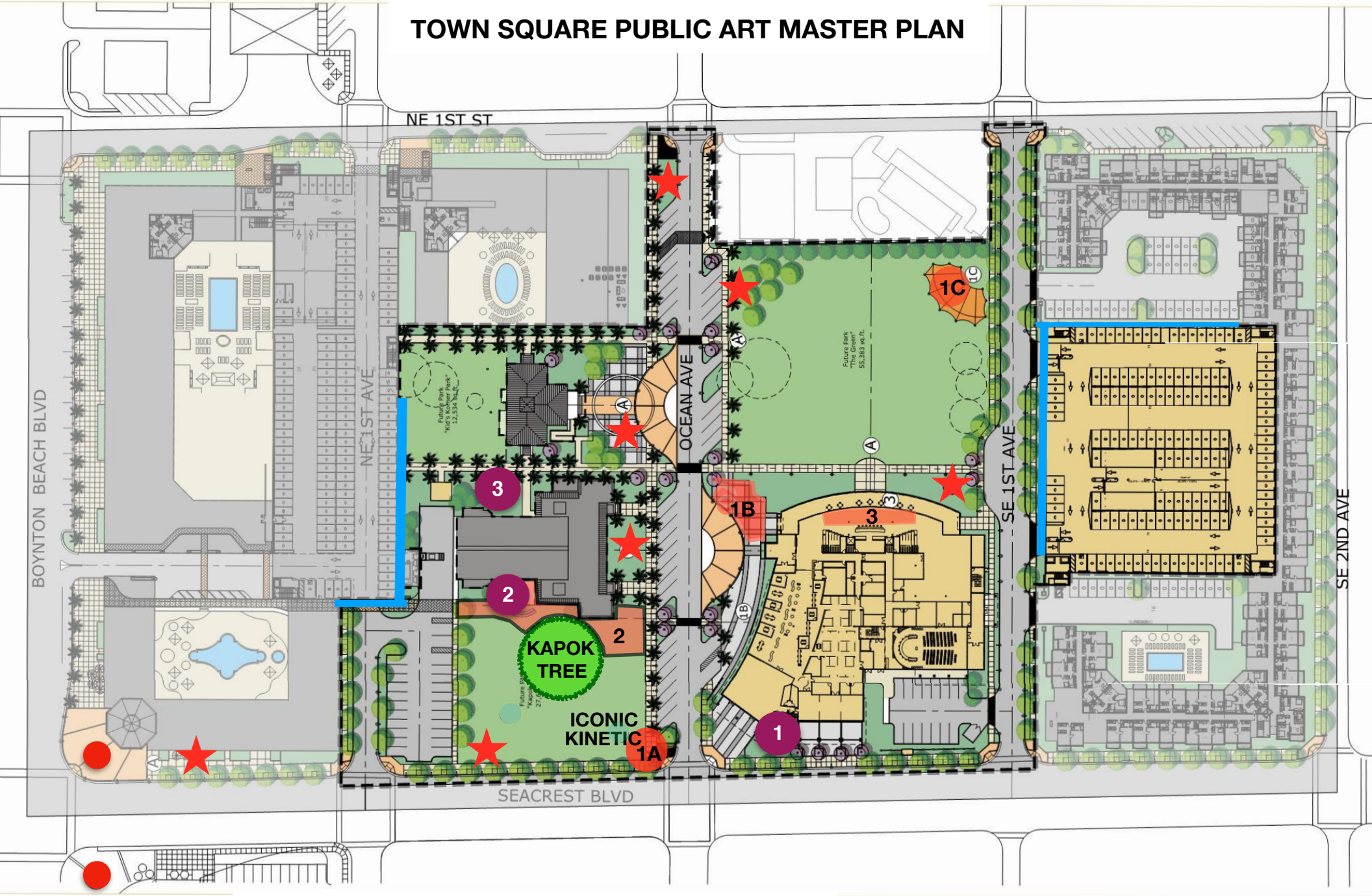
Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Addendum	Town Square Public art Master Plan

TOWN SQUARE PUBLIC ART MASTER PLAN



- Relocation of existing art.
- Potential for new public art.
- Avenue of the Arts artwork sites
- Potential garage public art murals

Public Art Master Plan Phase 1 Conceptual is to create the narrative with identified locations and artful experiences for the Town Square Redevelopment project.

The plan's narrative captures the input from various workshops and surveys conducted, particularly the August 24, 2017 workshop and community engagement session for open spaces.

The **Aug. 24 workshop** facilitated engagement process used the **five senses plus movement*** as a way to find out how the workshop participants wanted the future Town Square experience to feel. Public art examples and the list of Arts Commission Master Strategic Plan's top three art forms; **Kinetic, Glass and Eco artworks**.

* Sight & Vision, Smell & Air, Hearing and Sounds, Touch, Atmosphere & Feel and Taste, Flavor & Vibe and Movement.

Top desired experiences and feelings that were communicated are:
Coastal colors, water, nature, shade/tree canopy, pleasant smells in the air, reminders of the community's history and areas that are reflective and calming as well as vibrant and interactive places.

There was also a strong desire to create in Town Square a place that encourages multigenerational and multicultural happenings, both planned and unplanned. The idea that Town Square could represent the whole community while also promoting movement / exploration of other places in Boynton was also expressed.

The physicality of the public art should be such that it promotes the commercial, residential and public entities and encourages flow from Boynton Beach Boulevard into Town Square and beyond. Siting artwork that relates in some way as it moves through the Town Square allowing the desired flowing effect.

#1 ICONIC, INTERACTIVE & CONNECTIVE

A. ICONIC KINETIC ARTWORK - Create an iconic interactive kinetic artwork that will be highly visible durning the day and at night for placement in the entrance plaza of the Town Square on the NE corner of Seacrest Blvd and E. Ocean Ave. The iconic kinetic artwork's purpose is to attract visitors to the Town Square when traveling south onto Seacrest Blvd from Boynton Beach and traveling north on Seacrest Blvd. The sculpture will be moving during the day reflecting varying daylight colors (sun, clouds, people, structures) and LED lit at night. A plaza will be created at base of the kinetic sculpture creating a place for people to gather. This plaza will provide both a reflective spot to sit and study the sculpture as well as a meeting location for the introduction of the Town Square experiences.

B. INTERACTIVE - The plaza in front of the City Hall/Library building will become an interactive public artwork designed for all abilities, ages and demographics to play and connect. The public art plaza will be interactive during the day with an illuminated nighttime component.

C. **CONNECTIVE -** The designed of the amphitheater is planned to integrate and reflect the iconic kinetic sculpture and the interactive plaza elements. This design approach will connect the artful experiences throughout the open space.

#2 OLD HIGH SCHOOL/ KAPOK TREE COURTYARD & GARDENS

An eco public artists will collaborate with the open space design team to create an intimate gathering space between the Old High School and the historic Kapok Tree. The design will incorporate public art, landscape and hardscape elements that will:

- Create a public space suited for weddings, intimate gatherings, photoshoots and special ceremonies.
- Connects community to the historical Old High School
- Celebrates community to the oldest Kapok Tree
- Integrates native plant material, including orchids.

#3 CITY HALL/LIBRARY

Create an public artwork that suspends from City Hall lobby ceiling to expresses the City's diverse communities and identifies what the City represents to them. This project will:

- Brand the Town Square's Civic Facility
- Connect to it's coastal location
- Connect to the Community
- Promotes Self-Learning and Civic Duty

AVENUE OF THE ARTS

The Avenue of the Arts is a year-long rotating sculpture exhibition that attracts visitors to east Boynton creating cultural tourism and contributes to economic development. The Avenue of the Arts serves as the year-long outdoor kinetic exhibition for the International Kinetic Art Exhibit & Symposium biennial event. The Avenue of the Arts motivates pedestrians and vehicular traffic to travel from the Town Square beginning at Boynton Beach Blvd. and Seacrest Blvd., along E. Ocean Avenue to Federal Hwy. and onto the Boynton Marina. Avenue of the Arts is designed to be a walkable loop that connects the City facilities, open spaces, cultural facilities, private development projects, businesses and local restaurants in east Boynton.

RELOCATION OF EXISTING ARTWORKS

#1 - **MOONFISH** 9'w x 7'h x 2.5' d solar kinetic sculpture.
Mixed media has solar panel on 12' pole to activate sculpture movement

#2 - **SEAHORSE FOUNTAIN** 6'h x 3' diameter bronze
Need new more efficient less maintenance fountain to spill though sculptural elements.

#3 - **BLOOMER TREE** - 11.5' h x 4' w x 2'd stainless steel kinetic sculpture

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 12/18/2018

REQUESTED ACTION BY COMMISSION: PROPOSED RESOLUTION NO. R18-183 - Authorize the Mayor to sign an Asset Purchase Agreement between the City of Boynton Beach and Tropical Breeze Estates for the acquisition of the Tropical Breeze water and wastewater system, and approve the associated costs to purchase the systems, install the necessary water meters and connection to the water distribution system.

EXPLANATION OF REQUEST:
Tropical Breeze Estates has been in discussion with the utility for in excess of two years regarding the possibility of the utility assuming responsibility for the provision of potable water and the management of their water distribution and wastewater collection systems.

The Tropical Breeze Estates residents have now approved the concept of the purchase and their management committee have reached agreement with the utility on the terms of the sale. An agreement has been prepared by the City Attorney's Office and reviewed by both parties.

In the interim the utility has performed their due diligence and has inspected the water and wastewater systems within Tropical Breeze and has determined that there are no significant issues that would deter them from proceeding with the asset purchase. Following approval of the agreement the Utility will be installing water meters at each of the residences and providing for connection to their water distribution system.

Tropical Breeze will be assuming responsibility for the connection fees which will be paid over 4 quarters. Each resident will be required to provide the usual service agreement for those residing outside the City as well as the $100 deposit.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? There should not be any significant impact on Boynton Beach Utilities operations. Any further upgrades to the distribution system and collection systems in Tropical Breeze will occur as part of routine maintenance and repair needs.

FISCAL IMPACT: Budgeted
Costs are as follows

Asset Purchase fee $10
Connection to distribution system $40,000
Installation of meters $160,000
Installation of cleanouts $180,000

Funds are available in the Capital Improvement Plan

Customers are outside the City limits and will pay the 25% surcharge. The Utility anticipates recovering the expenses associated with this purchase in approximately 3 years based on current rates.

ALTERNATIVES: Not to proceed with the purchase

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Resolution	Resolution approvingTropical Breeze Asset Purchase Agreement
🗋	Agreement	Asset Purchase Agreement - Tropical Breeze Estates
🗋	Exhibit	Exhibit A
🗋	Exhibit	Exhibit B - Text
🗋	Exhibit	Exhibit B - water
🗋	Exhibit	Exhibit B - Wastewater

RESOLUTION NO. R18-

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO SIGN AN ASSET PURCHASE AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND TROPICAL BREEZE ESTATES FOR THE ACQUISITION OF THE TROPICAL BREEZE WATER AND WASTEWATER SYSTEM; APPROVING THE ASSOCIATED COSTS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Tropical Breeze Mobile Home Estates (Tropical Breeze) has been in discussion with the Boynton Beach Utilities Department regarding the possibility of the Utilities Department assuming responsibility for the provision of potable water and the management of their water distribution and wastewater collection systems; and

WHEREAS, the City Commission, upon recommendation of staff, deems it to be in the best interests of the citizens and residents of the City of Boynton Beach to approve and authorize the Mayor to sign an Asset Purchase Agreement with Tropical Breeze Estates for the acquisition of the Tropical Breeze water and wastewater system.

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 and authorizes the Mayor to sign an Asset Purchase Agreement with Tropical Breeze Estates for the acquisition of the Tropical Breeze water and wastewater system, 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 – Christina L. Romelus	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Justin Katz	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

(Corporate Seal)

ASSET PURCHASE AGREEMENT BETWEEN TROPICAL BREEZE ESTATES, INC. AND THE CITY OF BOYNTON BEACH

This Asset Purchase Agreement (the "Agreement") is entered into on this ____ day of _____, 2018 by and between the City of Boynton Beach, a Florida municipal corporation, (hereinafter referred to as "Purchaser") and Tropical Breeze Estates, Inc., a Florida not for profit corporation (hereinafter referred to as "Seller").

WITNESSETH:

WHEREAS, the Seller is the owner of a utility system consisting of the water distribution system and wastewater collection system in Palm Beach County, Florida, (collectively the "Facilities"), which serves the residential community more fully described on Exhibit "A", which is attached hereto and incorporated herein by reference (hereinafter referred to as the "Property"); and

WHEREAS, Seller is currently operating the Facilities upon the common areas of the Property (the "Common Area") and upon the individual lots within the Property (the "Lots"); and

WHEREAS, the Purchaser is engaged in providing water service to the various communities in the area in which the Property is located (the "Service Area"), and it is interconnected with Seller's Facilities;

WHEREAS, Purchaser desires to acquire, and Seller desires to sell the Facilities, subject to the terms and conditions of this Agreement, as such Facilities may be modified prior to Closing with the consent of the City of Boynton Beach.

NOW, THEREFORE, in consideration of the mutual covenants as hereinafter set forth, the parties hereto agree as follows:

1. The recitations set forth above are hereby incorporated herein by reference.

2. In consideration of the payment of $10.00, and other good and valuable consideration, to be paid by the Purchaser to the Seller, the Purchaser agrees to purchase from the Seller the Facilities as described in Exhibit "B", which is attached hereto, and incorporated herein by reference. Exhibit "B" is a detailed map of the Facilities of Seller to be acquired by Purchaser, pursuant to this Agreement. The exhibit delineates the installation location and description of the Facilities to be acquired by Purchaser. The

purchase of the Facilities shall be “as is”, and the Purchaser agrees that any repair, replacement or reconstruction of the Facilities, after Closing, that is made by Purchaser, at its sole discretion, shall be made without any additional assessment to the Seller’s customers, except as provided herein. After Closing, the Purchaser must maintain, repair and replace the Facilities such that they are in good and working condition at all times. The Purchaser will not be responsible for impairment of services due to acts of God, strikes, boycotts, blackouts, fires, other casualties or other circumstances beyond the control of the Purchaser, provided, however, Purchaser must promptly repair or reconstruct the Facilities, as needed. The foregoing will survive Closing.

3. The Facilities to be acquired by Purchaser from Seller include all water distribution system and wastewater collection assets and equipment owned by the Seller within the Property, excluding the Seller’s existing water plant.

4. The purchase includes the engineering plans and specifications for the Facilities along with all other records related to the Facilities.

5. The purchase of the Facilities expressly excludes customer deposits and accounts receivables, if any.

6. Attached hereto as Exhibit “C” is a list, signed by the Seller, which briefly describes, as of the date of this Agreement, the following:

6.1 All pending or threatened actions at law, suits in equity or administrative proceedings relating to the Facilities;

6.2 All contracts or obligations of any nature between Seller and any other party relating to the Facilities, including all developer agreements relating to the Facilities ; and,

6.3 All real estate, easements and rights and/or privileges associated with the Facilities to be transferred hereunder.

7. Purchaser is exempt from the Florida Public Service Commission regulation (hereinafter referred to as the "Commission").

8. In order to induce Purchaser to enter into this Agreement and close on the purchase of the Facilities, the Seller makes the following representations:

8.1 Seller is a Florida not for profit corporation duly incorporated, validly existing and in good standing under the laws of the State of Florida

authorizing it to construct, operate and maintain a water distribution system.

8.2 The Facilities are constructed within the Property. Seller will provide the Purchaser with an easement over, upon and through the Common Areas for the purpose of accessing the Facilities located within or upon the Common Area.

8.3 Seller is, and at the Closing (the "Closing" as hereinafter defined) will be, the owner of the Facilities with good and marketable title, free and clear of all liens and encumbrances.

8.4 Seller will cooperate fully with the Purchaser in any and all applications or petitions to public authorities deemed necessary or desirable by Purchaser in connection with the purchase of the Facilities from Seller as contemplated herein.

8.5 Except as indicated in Exhibit “C”, which is attached hereto, there are no pending or threatened actions at law or suits in equity relating to the Facilities, or any pending or threatened proceedings before any governmental agency relating to the Facilities; there are no contracts or obligations of any nature between Seller and any other party relating to the Facilities or service or promised service; neither Seller nor any entity or individual affiliated with Seller has executed any agreement with purchasers of lots within the Service Area, or any other parties, where under such purchases or other parties have acquired any interest in the Facilities used or to be used in rendering service to them.

8.6 The Facilities are capable of rendering utility service in the ordinary course of business in compliance with all federal, state and local rules and regulations including but not limited to all rules and regulations related to environmental protection and drinking water.

8.7 Prior to the Closing, the consummation of the transactions contemplated herein will have been duly authorized by all necessary action, corporate or otherwise, on behalf of Seller.

8.8 Seller has filed all tax returns which are required to be filed, and each return which has been filed is true and correct, and Seller has paid all taxes shown as payable on such returns when and as required by applicable law associated with the Facilities.

8.9 No representation or warranty by Seller in this agreement, or any statement or certificate furnished or to be furnished to Purchaser pursuant hereto or in connection with the transactions contemplated herein, contains or will contain any untrue statement of a material

fact or omits or will omit to state a material fact necessary to make the statements contained herein or therein not misleading.

9. The Closing shall take place within ninety (90) days of the date of the execution of this Agreement by the Purchaser. At the Closing, the Purchaser shall pay the Seller Ten and 00/100 Dollars ($10.00), (the "Purchase Price") and upon receipt of payment, the Seller will, upon due performance by Purchaser of its obligations under the Agreement, deliver to Purchaser, the following:

9.1 Such good and sufficient bills of sale with covenants of warranty, and sufficient instruments of sale, in form and substance reasonably satisfactory to Purchaser's counsel, as shall be required to vest in Purchaser marketable title to all of the Facilities, free and clear of liens and encumbrances of every nature that would render title to the Facilities unmarketable, provided, however, Purchaser acknowledges that the Facilities will remain subject to the Seller's recorded governing documents and restrictions;

9.2 All of the files, documents, papers, agreements, books of account, engineering drawings, and records possessed by Seller pertaining to the Facilities ;

9.3 A release and termination of the Agreement dated May 12, 1980 entered into between the City of Boynton Beach and Northern Pines Mobile Homes, Inc., a copy of which has been provided to Seller, to the extent that Seller may release and terminate such agreement.

9.4 All orders, permits, license or certificates issued or granted to Seller by any governmental authority in connection with any authorization related to the construction, operation or maintenance of its Facilities or the conduct of its water and sewer utility business; and

9.5 Opinions of Counsels, dated as of the Closing, that upon the delivery to Purchaser of the Bill of Sale and the approval of respective legislative parties under Section 180.301, Florida Statutes, that Purchaser will then have title to the Facilities, free and clear of all liens and encumbrances in connection with the acquisition, construction, installation, and financing of the Facilities, provided, however, Purchaser acknowledges that the Facilities will remain subject to the Seller's recorded governing documents and restrictions.

9.6 Any necessary temporary or permanent easements over, upon or through the Common Area, which are required in order to permit Purchaser to perform repairs or system improvements.

9.7 "Water Service Agreements" to be provided by Seller shall be executed by each Lot owner. The "Water Service Agreements" shall consist of the following: Agreement for Water Service Outside the City Limits and Covenant for Annexation, Irrevocable Power of Attorney, Summary Agreement for Water Service Outside the City Limits and Covenant for Annexation and the City of Boynton Beach Utilities Service Application (Residential). The cost of recording any Summary Agreement for Water Service Outside the City Limits and Covenant for Annexation executed before or within 120 days after Closing shall be paid by the Purchaser. If a Lot owner fails or declines to execute any such Water Service Agreement, that Lot shall not receive any utility service from Purchaser. Any Summary Agreement for Water Service Outside the City Limits and Covenant for Annexation executed more than 90 days after Closing shall be recorded at the Lot owner's expense. This subparagraph shall survive Closing.

9.8 Any and all costs and fees associated with the Closing, unless otherwise specified, shall be the Purchaser's responsibility.

10. Purchaser does not assume any liabilities of Seller wholly arising prior to Closing.

11. The Seller and Purchaser acknowledge that each Lot within the Property of the Tropical Breeze Estates community is individually owned. Therefore, in order for the Purchaser to successfully operate the Facilities after Closing, it is necessary for the Seller to impose an assessment which represents a facility connection fee to benefit each Lot within Tropical Breeze Estates. The connection fee to be imposed against each of the 323 Lots, which includes three Lots owned by the Seller, which Lots are part of the Common Area, shall be an amount equal to Two Hundred Seventy Five and 00/100 Dollars ($275.00) per Lot. Therefore, the total connection fee to be paid by Seller to Purchaser is an amount equal to Eighty Eight Thousand Eight Hundred Twenty Five and 00/100 Dollars ($88,825.00). The connection fee shall be payable by Seller to Purchaser in four (4) quarterly payments of Twenty Two Thousand Two Hundred Six and 25/100 Dollars ($22,206.25) commencing ninety (90) days after Closing, and each ninety (90) days thereafter. This paragraph shall survive closing.

12. The Purchaser shall install an additional valve on the customer side of the water meter at each Lot, at no cost to the Seller or the Lot owner or residents of the Lot.

13. Following the establishment of water service for each lot, any delinquencies in any customer account shall be addressed through the City of Boynton Beach's utility department process.

14. The Purchaser agrees and acknowledges that annexation is not a required stipulation for the purchase, provided, however, in the event the Purchaser determines to annex Lots in accordance with the above described Water Service Agreements, the Common Area of the Property shall also be required to be contemporaneously annexed.

15. The Purchaser agrees and acknowledges that the Seller and the residents of Lots shall receive a rate no less favorable than the rate offered by the Purchaser to any other customer it serves outside of the boundaries of the City of Boynton Beach. This paragraph shall survive Closing.

16. The Seller, the Lot owners and the residents of Lots may call Purchaser's Customer Service centers for all utilities service issues.

17. The Purchaser agrees to assume all responsibilities and cost for connection of the Facilities purchased from Seller to Purchaser's utilities services. The work shall be performed by the Purchaser in a good, proper and workmanlike manner in accordance with all Federal, State and local codes. Notwithstanding anything to the contrary herein this Agreement, any damage to the Common Area or the Lots, or any homes or other improvements located thereon, including, without limitation, grass or other landscape, as a result of the work shall be promptly repaired and restored to its original condition, or as near to its original condition as reasonably practicable, by the Purchaser.

18. The Purchaser agrees to assume all responsibilities and costs associated with the disconnection of Seller's distribution system from the Seller's water plant. The Purchaser is not responsible for any costs associated with the closing of the Seller's water plant or associated water wells.

19. At the Closing and from time to time thereafter, Seller shall execute and deliver such further instruments of sale, conveyance, transfer and assignment, and take such other action (without expending funds or bringing suit) as Purchaser may reasonably request, in order more effectively to sell, convey, transfer and assign to Purchaser any of the Seller's Facilities, to confirm the title of Purchaser thereto, and to assist Purchaser in exercising rights with respect thereto.

20. If either party defaults in the performance of any of its obligations or requirements under this Agreement, and the defaulting party fails to remedy such default

within fourteen (14) days after written notice by the other Party of such default(s) (the "Default Notice"), except for a failure to close in accordance with the terms of this Agreement which shall constitute an immediate default for which no Default Notice is required, the non-defaulting Party shall have, as its sole remedy for such default, the option to pursue an action in court or otherwise against the defaulting party for specific performance of this Agreement and obtain such orders or decrees as appropriate to achieve specific performance of the defaulting parties' obligations under this Agreement. In the event either Party is required to enforce this Agreement by court proceedings or otherwise, the prevailing party shall be entitled to collect from the non-prevailing party its reasonable attorneys' fees, paraprofessional fees and costs incurred pretrial, at trial, and at all levels of proceedings, including appeals.

21. Within fifteen (15) days following the execution of this Agreement, Purchaser will file applications for transfer with the appropriate regulatory agencies requesting the transfer of the Public Utility permits or sequential water use permit. Seller agrees to cooperate fully with Purchaser in Purchaser's application for such transfers and approvals.

22. Upon purchase of the Facilities from Seller, and Seller's compliance with the terms and conditions of this Agreement, Purchaser agrees to supply the Lots and Common Area of the Property, Tropical Breeze Estates, with continuous (subject to unavoidable outages) adequate and customary utility service, and to operate, continuously maintain and promptly repair Facilities acquired herein. The Seller and the residents of Lots shall receive a rate no less favorable than the rate offered by the City of Boynton Beach to any other customer it serves outside of the boundaries of the City of Boynton Beach. This warranty shall survive the Closing of this Agreement.

23. The failure of either party hereto to enforce any of the provisions of this Agreement or the waiver thereof in any instance by either party shall not be construed as a general waiver or relinquishment on its part of any such provisions, but the same shall, nevertheless, be and remain in full force and effect.

24. Any notice of delivery required to be made hereunder may be made by mailing a copy thereof addressed to the appropriate party as follows:

If to Purchaser: Mr. Colin Groff, Assistant City Manager
City of Boynton Beach
124 E. Woolbright Road
Boynton Beach, Florida 33435

With Copy To: Lori Laverriere, City Manager
P.O. Box 310
Boynton Beach, FL 33425

With Copy To: James A. Cherof, City Attorney
P.O. Box 310
Boynton Beach, FL 33425

If to Seller: Tropical Breeze Estates, Inc.
c/o Board of Directors
4280 Mockingbird Drive
Boynton Beach, FL 33436

With Copy To: Kaye Bender Rembaum L.P.
Attn: Peter C. Mollengarden, Esquire
9121 N. Military Trail, Suite 200
Palm Beach Gardens, FL 33410

Delivery, when made by registered or certified mail, shall be deemed complete upon mailing.

25. The Attachments to this Agreement are a part hereof and are hereby incorporated in full by reference.

26. This Agreement shall be governed by the laws of the State of Florida. Venue for any litigation filed to enforce the terms and conditions of this Agreement shall be filed in the appropriate state or federal court located in Palm Beach County, Florida, to the exclusion of all other venues.

27. The representations and warranties of the Seller contained herein shall survive, and continue in effect, after the Closing for a period of one year from the date of Closing.

28. Seller agrees to indemnify Purchaser, its successors and assigns, and hold it harmless against any loss, damage, liability, expense or cost accruing or resulting from any misrepresentation or breach of any representation, warranty or agreement on the part of the Seller under this Agreement or from any misrepresentation in or material omission from any certificate or other document furnished or to be furnished to Purchaser by Seller. This provision shall survive Closing.

29. To the extent permitted by law, and subject to the limitations contained in Section 768.28, Florida Statutes, Purchaser agrees to indemnify Seller, its successors and assigns, and hold it harmless against any loss, damage, liability, expense or cost, accruing or resulting from any work associated with the connection of the Facilities to Purchaser's utility system, any maintenance, repair, replacement or reconstruction of the Facilities and any misrepresentation or breach of any representation, warranty or agreement made or to be performed by Purchaser under this Agreement or from any misrepresentation in or material omission from any certificate or other documents furnished or to be furnished to Seller by Purchaser. This provision shall survive Closing.

30. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

31. Modification. This Agreement may not be changed, altered, modified, amended or terminated except by written agreement signed by both the Seller and Purchaser.

32. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, assigns and successors in interest. This Agreement is solely for the benefit of the Parties to this Agreement and no right or cause of action shall accrue upon, to or for the benefit of any third party not a party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties to this Agreement any right, remedy or claim under or by reason of this Agreement or any provisions or conditions of this Agreement, and all of the provisions, representations, covenants and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties to this Agreement and their respective representatives, successors and assigns. Notwithstanding anything to the contrary set forth in this Agreement, any provision of this Agreement regarding fees to be paid by the Lot owners to Purchaser shall be for the benefit of the Lot owners and shall be enforceable by the Lot owners.

33. Severability. In the event that any paragraph, section, term, provision or portion of this Agreement is determined to be illegal, unenforceable, or otherwise invalid, such paragraph, section, term, provision or portion of this Agreement shall be given its nearest legal meaning or be stricken from and construed for all purposes not to constitute a part of this Agreement, and the remaining portion of this Agreement shall remain in full force and effect and shall, for all purposes, constitute the entire agreement.

34. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, and a complete set of which taken together shall constitute one and the same agreement. The parties agree and intend that a signature by facsimile machine or electronic transmission (i.e. e-mail) shall bind the party so signing with the same effect as though the signature was an original.

35. Entire Agreement. This Agreement constitutes the complete understanding and entire agreement of the Seller and Purchaser with respect to the matters addressed in this Agreement and there are no other agreements, representations, or warranties other than as set forth in this Agreement. No agreement or representation, unless set forth in this Agreement, shall bind any of the Parties to this Agreement.

36. Waiver of Breach. The failure of the Seller or Purchaser to enforce any provisions of this Agreement shall not be construed to be a waiver of such or any other provision, nor in any way to affect the validity of all or any part of this Agreement, or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

37. Time and Time Periods. Time is of the essence in the performance of each of the obligations contained in this Agreement. Unless otherwise specifically provided in this Agreement, time periods shall be determined on calendar days, including Saturdays, Sundays and legal holidays. Wherever any time limit or date provided in this Agreement falls on a Saturday, Sunday or legal holiday under the laws of the State of Florida, then that date is automatically extended to the next day that is not a Saturday or Sunday or legal holiday. For purposes of this Agreement, the term “Business Day” means any weekday that is not a legal holiday under the laws of the State of Florida.

38. Headings. The headings, captions and section numbers appearing in this Agreement are inserted only as a matter of convenience and do not define, limit, construe or describe the scope or intent of such paragraphs of this Agreement or in any way affect this Agreement.

39. Construction of Agreement. The Purchaser and Seller acknowledge that they have had the benefit of independent counsel with regard to this Agreement and that this Agreement has been prepared as a result of the joint efforts of all Parties and their respective counsel. Accordingly, all Parties agree that the provisions of this Agreement shall not be construed or interpreted for or against any Party based upon authorship.

40. Execution of Documents. Each Party covenants and agrees that it will at any time and from time to time do such acts and execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such documents reasonably requested by the other Party necessary to carry out fully and effectuate the transaction contemplated by this Agreement and to convey good and insurable title for all conveyances subject to this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year above first written.

ATTEST:

CITY OF BOYNTON BEACH, a municipal corporation of the State of Florida

By: _____
Steven B. Grant, Mayor

_____
Judith Pyle, City Clerk

(SEAL)

Approved as to Form:

_____
James A. Cherof, City Attorney

STATE OF FLORIDA)
)ss
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Steven B. Grant, as Mayor of the City of Boynton Beach, who are personally known to me or have produced _____ as identification.

My Commission expires:

_____
Notary Public, State of Florida

_____
Printed Name of Notary Public

TROPICAL BREEZE ESTATES, INC., a Florida not for profit corporation

By: _____

Print Name: _____

Title: _____

ATTEST:

By: _____

Print Name: _____

Title: _____ (CORPORATE SEAL)

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, and as _____ and _____of Tropical Breeze Estates, Inc., a Florida not-for-profit corporation, who is personally known to me or has produced a _____ as identification, on behalf of Tropical Breeze Estates, Inc., and has executed the foregoing instrument on behalf of Tropical Breeze Estates, Inc..

My commission Expires:

_____

Notary Public, State of Florida

_____

Printed Name of Notary Public

Tropical Breeze Estates Exhibit A

0 300 600 1,200 1,800 2,400 Feet

Map created by: Greg Owens
Date: December 3rd, 2018

1 inch = 600 feet

Sheet 3

EXHIBIT "B"

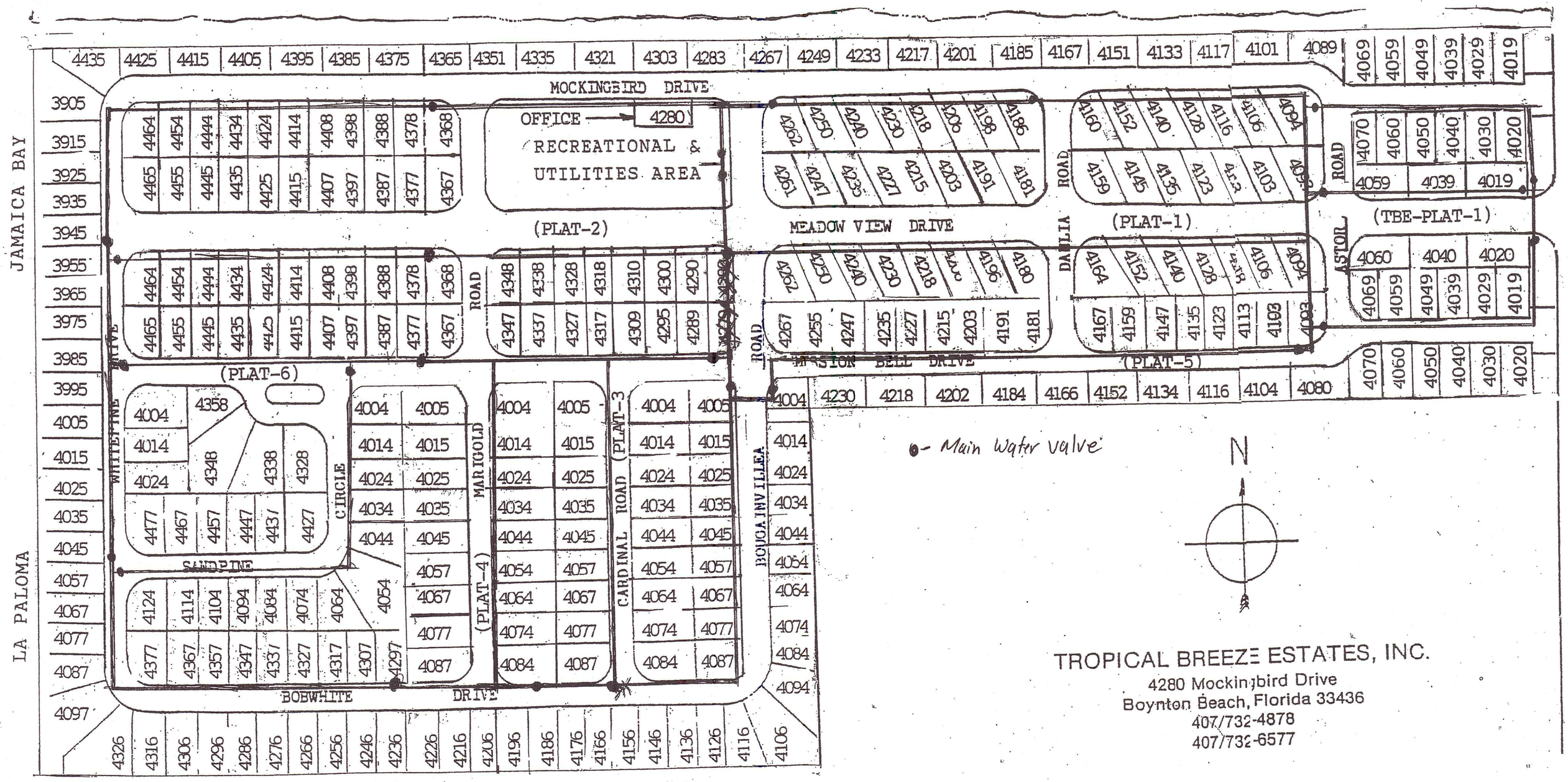
List of Assets to Be Transferred to City of Boynton Beach

Asset Purchase Agreement between Tropical Breeze Estates, Inc.

The complete utility system being purchased by the City of Boynton Beach from Tropical Breeze Estates, Inc. is only the underground system of water distribution, consisting only of pipes and lines, including main lines, lateral lines, service lines, manholes and underground valves and controls, to which the City to Boynton Beach will initially connect the City's water system. The City of Boynton Beach intends to install water meters at each home site and to eventually upgrade and or replace the distribution system at the City's discretion.

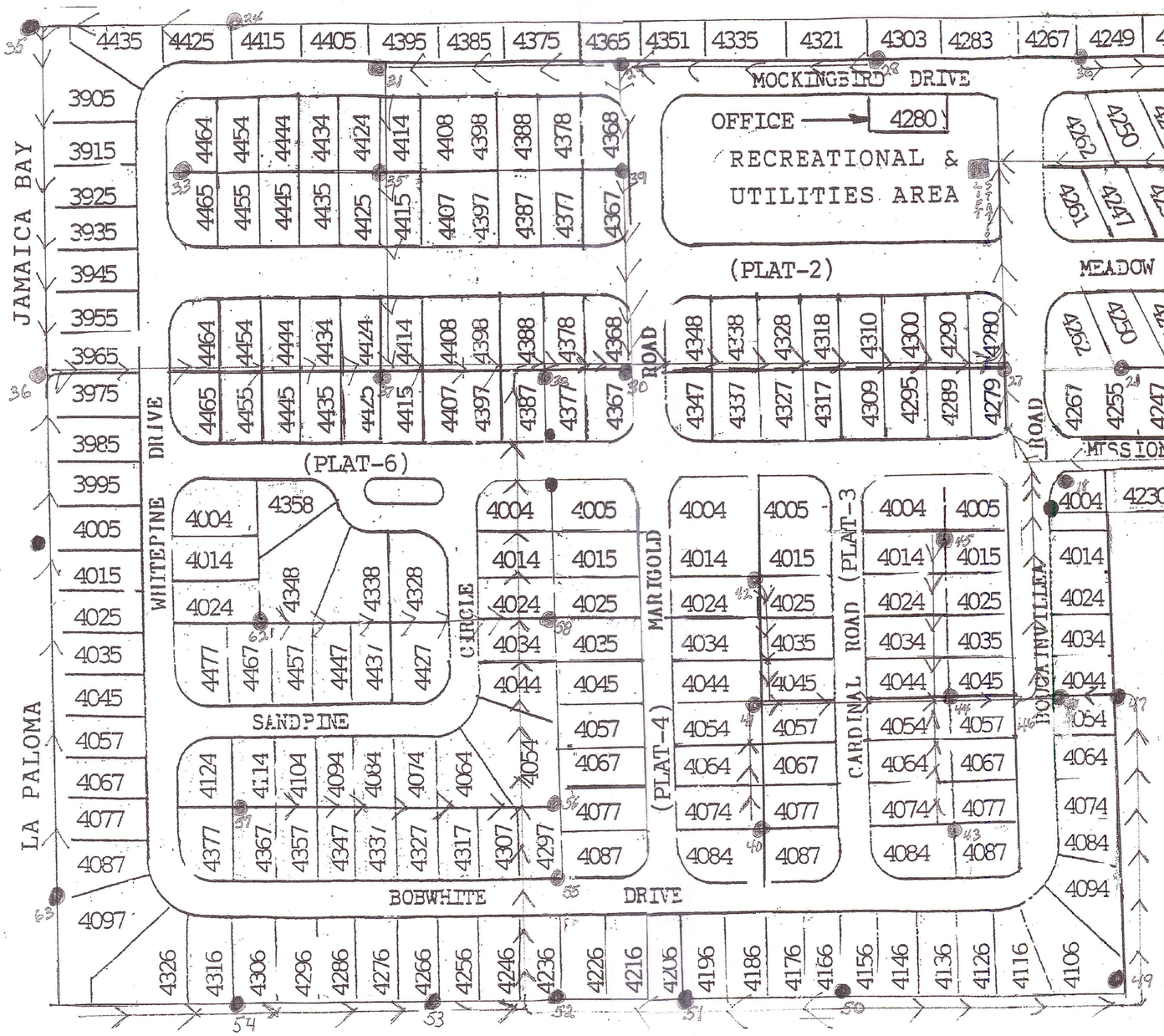
The water distribution system begins at the connection point of each mobile home lot and continues below ground connecting to the City of Boynton Beach's potable water supply. Other community facilities (clubhouse, mail center, game courts, etc.) also will have water meters installed and connected to the water and wastewater distribution system

The existing water treatment facility is specifically excluded from this Asset Purchase Agreement, and all of the real estate upon which the facility is currently situated, and all equipment (buildings, pumps, electrical controls, water meters, storage and hydropneumatic tanks, variable flow devises, chlorinating filters, softeners, and related devices) are specifically excluded from this Asset Purchase Agreement.



TROPICAL BREEZE ESTATES, INC.
4280 Mockingbird Drive
Boynton Beach, Florida 33436
407/732-4878
407/732-6577

EXHIBIT B - WATER



TROPICAL BREEZE ESTATES, INC.
4280 Mockingbird Drive
Boynton Beach, Florida 33436
407/732-4878
407/732-6577

SEWER Flow

EXHIBIT B - SEWER

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 12/18/2018

REQUESTED ACTION BY COMMISSION:
Palm Beach County Commissioner Weinroth - District 4 wanted to introduce himself to the City Commission. - **January 15, 2019**

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: 12/18/2018

REQUESTED ACTION BY COMMISSION: The Public Works Department will present a brief report on operations and initiatives for the upcoming year. **January 15, 2019**

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: 12/18/2018

REQUESTED ACTION BY COMMISSION:
Staff to bring information concerning the following land parcels for the Commission to review - **February 5, 2019**

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: 12/18/2018

REQUESTED ACTION BY COMMISSION: Commission wants to discuss public safety as it relates to the Town Square Redevelopment - **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: 12/18/2018

REQUESTED ACTION BY COMMISSION:
Discuss a prohibition for appointed and Elected Officials in the City of Boynton Beach from serving as paid lobbyist subsequent to their time on their board or the Commission - **TBD**

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: 12/18/2018

REQUESTED ACTION BY COMMISSION: The Mayor has requested to discuss the issue of installing EV stations in the city and the operation of them. - **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: 12/18/2018

REQUESTED ACTION BY COMMISSION: The Mayor has requested a discussion on the possibility of planting trees on some of the City's vacant lots - **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: 12/18/2018

REQUESTED ACTION BY COMMISSION: Staff to review Development Department's plan review processes to identify efficiencies and technologies to assist with timely review of plans/projects - **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: