

The City of **Boynton Beach**



City Commission Agenda

Tuesday, June 4, 2019, 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 Justin Katz (District I)
Commissioner Mack McCray (District II)
Commissioner Christina L. Romelus (District III)
Commissioner Ty Penserga (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 your name for the record

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 by Pastor Kelley, Calvary Chapel

Pledge of Allegiance to the Flag led by Commissioner Ty Penserga

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. Post Session Update to be presented by Representative Mike Caruso
- B. Mayor to accept a plaque as token of appreciation to the City from Future 6, a local non-profit organization that provides free, ocean based programs to children with special needs.

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.
- B. Appoint Voting Delegate for the Florida League of Cities Annual Conference, August 15-17, 2019.

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. Approve revisions to and addition of project(s) to the Fiscal Year 18-19 approved surtax projects.
- B. **PROPOSED RESOLUTION NO. 19-058** - Approve the temporary road closure of the lanes in the 2000 Block of State Road 5 (Federal Hwy) - 700 feet of the right lane heading Northbound and 400 feet of the left lane heading Southbound on Thursday, July 4, 2019 for the annual 4th of July event, and authorize the City Manager, or designee, to apply for the State permit for the temporary road closure.
- C. **PROPOSED RESOLUTION NO. R19-059** - Approve and authorize the Mayor to sign the thirteenth amendment to the Site Lease and Joint Use Agreement between the City, Palm Beach County, and New Cingular Wireless PCS, LLC (fka AT&T Wireless) to allow antenna modifications by Cingular and to update the tower schematics exhibit of the lease for the telecommunications tower at the Rolling Green Municipal Complex (515 NW 14th Ct).

- D. **PROPOSED RESOLUTION NO. R19-060** - Authorize the Mayor to sign three (3) general utility easements for Town Square project.
- E. **PROPOSED RESOLUTION NO. R19-061** - Approve the award of the City of Boynton Beach Entrepreneurship and Business Incubation Grant to the first ranked grant applicant for each of the six grant categories and authorize the City Manager to sign Grant Agreements with the six (6) recipients.
- F. Approve reduction of performance bond #NRIFSU0704412 for the completion of the landscaping, paving and grading improvements in association with the Officer Joseph Crowder Park & Dog Park project from \$512,642.31 to a 5% warranty bond in the amount of \$25,632.12 to be held by the City for a period of one (1) as the warranty against defect.
- G. Authorize utilizing the Palm Beach County Bid #17-005/ZG for Landscape Installation with A Cut Above Landscape & Maintenance, Inc. of Loxahatchee, FL for Public Works Forestry & Grounds Division to salvage and relocate the remaining trees and palms located within Town Square project that could not be relocated during the demolition phase and to furnish and install plants and material on an as needed basis for an annual expenditure in the amount of \$120,000 for the extent of the contract. Palm Beach County's procurement process satisfies the City's competitive bid requirements.
- H. Approve the minutes from City Commission meeting held on May 21, 2019.

7. CONSENT BIDS AND PURCHASES OVER \$100,000

- A. **PROPOSED RESOLUTION NO. R19-062** - Authorize the City Manager to sign the proposal and purchase of 6 Mobile Diesel Generators from TAW Power Systems, Inc. of Pompano Beach, FL, a Kohler Generator Systems Distributor for the sum of \$252,552, at a discount of 8% from pricing of the national Sourcewell Contract #120617-KOH. Sourcewell procurement process satisfies the City's competitive bid requirements.
- B. **PROPOSED RESOLUTION NO. R19-063** - Authorize the City Manager to sign a contract with Killebrew, Inc. of Lakeland, FL for scope of work that includes pre-chlorinated pipe bursting of potable water mains on Loquat Tree Dr. and Old Spanish Trail, in the amount of \$426,950 plus a 10% contingency of \$42,695 if needed for staff approval of change orders for unforeseen conditions for a total expenditure of \$469,645.

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 - None

12. LEGAL - None

13. FUTURE AGENDA ITEMS

- A. Approve request for Conditional Use and Major Site Plan Modification (COUS 19-001 / MSPM 19-006) for 7-Eleven, Inc., to allow redevelopment for a new 2,540 sq. ft. convenience store, a 3,096 sq. ft. gas station canopy composed of six (6) pump stations, and related site amenities and improvements, on a 0.84 acre parcel located at 4798 N. Congress Avenue, in the C-3 (Community Commercial) zoning district. Applicant: Grant Distel, 7-Eleven, Inc. - **June 18, 2019**

- B. Approve amendments to the Land Development Regulations, Chapter 4, *Site Development Standards*, Article I, *Environmental Protection Standards*, Section 4, *Standards*, to create regulations requiring proper application of fertilizer to protect water bodies, and amendments to Chapter 1, Article II, *Definitions*, to add corresponding definitions. Applicant: City-initiated. - **June 18, 2019**
- C. Approve proposed code language implementing CRA Plan-Group 4 (CDRV 19-003) - Amending the LAND DEVELOPMENT REGULATIONS: (1) Chapter 1. General Administration, Article II. Definitions, Article III. Relationship to Comprehensive Plan, and Article IV. Redevelopment Plans; and (3) Chapter 3. Zoning, Article III. Zoning Districts and Overlay Zones, to continue implementation of revisions related to modification of the future land use categories and to other recommendations of the Community Redevelopment Plan, including creation of the Cultural District and Boynton Beach Boulevard Overlays. Applicant: City-initiated. - **June 18, 2019**
- D. Commission wants to discuss public safety as it relates to the Town Square Redevelopment - **June 2019**
- E. Senator Lori Berman and Representative Joe Casello to give a post-legislation update - **June 18, 2019**
- F. Update by 2020 US Census Marketing efforts by Laura Landsburgh, Marketing Manager - **June 18, 2019**
- G. Department to give brief presentation of their operations
 - Development - **July 2019**
 - Library - **September 2019**
- H. Staff to review Development Department's plan review processes to identify efficiencies and technologies to assist with timely review of plans/projects - **July 2019**
- I. Budget Workshops for 2019/20 proposed budget:
 - Budget Workshops at Intracoastal Park Clubhouse;
 - Monday, July 15, 2019 @ 5:00 P.M.
 - Tuesday, July 16, 2019 @ 10:00 A.M.
 - Wednesday, July 17, 2019 @ 2:00 P.M.
- J. Dorothy Jacks, PBC Property Appraiser to address the Commission - **August 6, 2019**
- K. Staff to present updated Social Media Policy - **August 20, 2019**
- L. The Mayor has requested a discussion of possible changes to Seacrest Corridor zoning and land use including expedited permitting - **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
FROM THE OFFICE OF THE CITY CLERK.



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/4/2019

REQUESTED ACTION BY COMMISSION:

Call to Order - Mayor Steven B. Grant

Invocation by Pastor Kelley, Calvary Chapel

Pledge of Allegiance to the Flag led by Commissioner Ty Penserga

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: 6/4/2019

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

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: 6/4/2019

REQUESTED ACTION BY COMMISSION: Post Session Update to be presented by Representative Mike Caruso

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: 6/4/2019

REQUESTED ACTION BY COMMISSION: Mayor to accept a plaque as token of appreciation to the City from Future 6, a local non-profit organization that provides free, ocean based programs to children with special needs.

EXPLANATION OF REQUEST: For the past two summers, Future 6 as partnered with the City to provide children with special needs an opportunity to go surfing at Oceanfront Park. Future 6 provides the surfboards, volunteers and organizes children's activities monthly during the summer. Regardless of the disability, each child is able to surf with assistance from volunteers who assist as needed. Approximately 75 children participate each month.

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

FISCAL IMPACT: Non-budgeted None.

ALTERNATIVES: Do not receive the plaque.

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: 6/4/2019

REQUESTED ACTION BY COMMISSION:

Appoint eligible members of the community to serve in vacant positions on City advisory boards.

EXPLANATION OF REQUEST: 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
<input type="checkbox"/> Addendum	Appointments 6-4-19

APPOINTMENTS AND APPLICANTS FOR JUNE 06, 2019

Arts Commission

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

Applicants

None

Building Board of Adjustments and Appeals

III	Romelus	Alt	2 yr term to 12/20 Tabled (3)
IV	Penserga	Alt	2 yr term to 12/19 Tabled (3)

Applicants

None

Education and Youth Advisory Board

I	Katz	STU	2 yr term to 12/19 Tabled (3)
II	McCray	STU NV	2 yr term to 12/19 Tabled (2)

Applicants

None

Historic Resources Preservation Board

III	Romelus	Alt	2 yr term to 12/20 Tabled (2)
-----	---------	-----	-------------------------------

Applicants

None

Library Board

I	Katz	Alt	2 yr term to 12/20 Tabled (3)
III	Romelus	Alt	2 yr term to 12/19 Tabled (2)
IV	Penserga	Reg	2 yr term to 12/20

Applicants

None

Senior Advisory Board

IV	Penserga	Alt	2 yr term to 12/20 Tabled (3)
----	----------	-----	-------------------------------

Applicants

None



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/4/2019

REQUESTED ACTION BY COMMISSION: Appoint Voting Delegate for the Florida League of Cities Annual Conference, August 15-17, 2019.

EXPLANATION OF REQUEST: The annual Florida League of Cities conference will be held at the World Center Marriott in Orlando, Florida, August 15-17, 2019. Each year the City Commission appoints a delegate to vote on behalf of the City of Boynton Beach at the annual meeting. See attached request.

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

FISCAL IMPACT: Budgeted N/A

ALTERNATIVES: Do not appoint a voting delegate

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Attachment	FLC Voting Delegate Request



301 South Bronough Street • Suite 300 • P.O. Box 1757 • Tallahassee, FL 32302-1757 • (850) 222-9684 • Fax (850) 222-3806 • www.floridaleagueofcities.com

TO: Key Official

FROM: Michael Sittig, Executive Director 

DATE: May 13, 2019

SUBJECT: 93rd Annual FLC Conference
VOTING DELEGATE INFORMATION
August 15-17, 2019 – World Center Marriott, Orlando

The Florida League of Cities' Annual Conference will be held at the World Center Marriot, Orlando, Florida on August 15-17. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

It is important that each municipality designate one official to be the voting delegate. Election of League leadership and adoption of resolutions are undertaken during the business meeting. One official from each municipality will make decisions that determine the direction of the League.

In accordance with the League's by-laws, each municipality's vote is determined by population, and the League will use the Estimates of Population from the University of Florida for 2018.

Conference registration materials will be sent to each municipality in the month of June. Materials will also be posted on-line. Call us if you need additional copies.

If you have any questions on voting delegates, please call Eryn Russell at the League (850) 701-3616. **Voting delegate forms must be received by the League no later than August 9, 2019.**

Attachments: Form Designating Voting Delegate

RECEIVED

MAY 23 2019

CITY MANAGER'S OFFICE

President **Leo E. Longworth**, Mayor, Bartow

First Vice President **Isaac Salver**, Councilman, Bay Harbor Islands • Second Vice President **Tony Ortiz**, Commissioner, Orlando

Executive Director **Michael Sittig** • General Counsel **Kraig Conn**

**93rd Annual Conference
Florida League of Cities, Inc.
August 15-17, 2019
Orlando, Florida**

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities, designate one of their officials to cast their votes at the Annual Business Session. League By-Laws requires that each municipality select one person to serve as the municipalities voting delegate. ***Municipalities do not need to adopt a resolution to designate a voting delegate.***

Please fill out this form and return it to the League office so that your voting delegate may be properly identified.

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Municipality of: _____

AUTHORIZED BY:

Name

Title

Return this form to:

Eryn Russell
Florida League of Cities, Inc.
Post Office Box 1757
Tallahassee, FL 32302-1757
Fax to Eryn Russell at (850) 222-3806 or email erussell@flcities.com

Important Dates

May 2019

Notice to Local and Regional League Presidents and Municipal Associations
regarding the Legislative Committee and Resolutions Committee

June 2019

Appointment of Legislative Committee and Resolutions Committee Members

July 10th

Deadline for Submitting Resolutions to the League office

August 15th

Legislative Policy Committee Meetings
Voting Delegates Registration

August 16th

Legislative Committee and Resolutions Committee Meetings

August 17th

Immediately Following Breakfast – Pick Up Voting Delegate Credentials
Followed by Annual Business Session



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/4/2019

REQUESTED ACTION BY COMMISSION: Approve revisions to and addition of project(s) to the Fiscal Year 18-19 approved surtax projects.

EXPLANATION OF REQUEST:

The City Commission approved a list of projects for FY 18/19 to be paid with Government Surtax funds in September 2018. In accordance with the City's Resolution R16-071, which is an Interlocal agreement with PBC and Palm Beach County Schools pertaining to shared distribution and use of the surtax funds the project list that the Commission adopted can be revised by the governing board.

The City of Boynton Beach Capital Improvement Plan is largely funded by taxpayer approved sales tax funds (Surtax). Each community must account for the use of these funds to ensure their use is consistent with law and the intent of the voters. Each quarter the city will be providing a global update on the status of projects funded with Surtax revenues.

However, on a much smaller scale it is recognized that some projects were missed and/or changed since the initial inspection of the City facilities.

Therefore, it is necessary to add projects as they occur during the fiscal year. These additions are to ensure consistency of review by the City Commission and the City's Citizen Surtax Oversight Committee.

To that end, staff will be providing additional project requests throughout the course of the year. In fact, these adjustments may occur on each future Commission meeting.

Attached please find modifications to existing and additional projects with proposed budget dollars. All additional projects will be funded by making budget adjustments with existing Surtax dollar projects.

Based the overall savings and the estimated budget for the new project there is no need for a budget amendment rather adjustments to currently approved projects and the addition of four projects in the FY 18/19 budget.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? Facility maintenance work is critical to keep, restore or improve every part of a Facility/Building to a currently acceptable standard.

FISCAL IMPACT: Budgeted The project budget adjustments merely recognize actual costs on a project level. The entire Surtax Capital Budget will always be neutral unless changed through a formal budget amendment process.

ALTERNATIVES: None

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Amendment	CIP Amendment

Fiscal Year 2018-19 Surtax Dollars Project (Request for Project Budget Adjustment)

Assigned Project #	Project Location	Approved Project Account	Approved Project Budget Amount	Funds Available for Use Elsewhere
FA1803	Fire Station #3 - Concrete Apron Expansion <i>Project being delayed to future fiscal year to be included in larger renovation project.</i>	303-4127-522.62.01	\$ 15,000.00	\$ 15,000.00
FA1804	Fire Station #3 - Parking Lot Resealing <i>Project being delayed to future fiscal year to be included in larger renovation project.</i>	303-4127-522.62.01	\$ 30,000.00	\$ 30,000.00
FA1805	Fire Station #3 – Apparatus bay ceiling painting & pressure clean <i>Project complete total cost was \$13,900</i>	303-4127-522.62.01	\$ 15,000.00	\$ 1,100.00
FA1806	Fire Station #3 – Community Room Ceiling Replacement and Security <i>Project being delayed to future fiscal year to be included in larger renovation project.</i>	303-4127-522.62.01	\$ 30,000.00	\$ 30,000.00
FA1807	Fire Station #3 – Community Room Soffits and Lighting <i>Project being delayed to future fiscal year to be included in larger renovation project.</i>	303-4127-522.62.01	\$ 30,000.00	\$ 30,000.00
FA	Fire Station #3 – Sealcoat parking lot <i>Project being delayed to future fiscal year to be included in larger renovation project.</i>	303-4127-522.62.01	\$ 23,000.00	\$ 23,000.00
FA19xx	Fire Station #3 – Interior Painting <i>Project completed by in-house Fire Department Staff</i>	303-4127-522.62.01	\$ 20,000.00	\$ 20,000.00
GG1846	Ezell Hester Center - RTU-1 HVAC Replacement <i>Project completed budget with FY 17/18 funds that were rolled making FY 18/19 funds available for reallocation.</i>	303-4209-572.64.18	\$ 41,000.00	\$ 41,000.00

GG1847	Ezell Hester Center - RTU-2 HVAC Replacement	303-4209-572.64.18	\$ 41,000.00	\$ 41,000.00
	<i>Project completed budget with FY 17/18 funds that were rolled making FY 18/19 funds available for reallocation.</i>			
GG1870	Police Dept 2 (FS2) - RTU-1 HVAC Replacement	303-4119-580.64.18	\$ 12,500.00	\$ 12,500.00
	<i>Project completed budget with FY 17/18 funds that were rolled making FY 18/19 funds available for reallocation.</i>			
GG1852	Fire Station #3 - HVAC Replacement	303-4128-580.64.18	\$ 8,000.00	\$ 8,000.00
	<i>Project completed budget with FY 17/18 funds that were rolled making FY 18/19 funds available for reallocation.</i>			

Total Savings from Approved Projects \$ 251,600.00

Assigned Project #	Project Location			Increase Existing Project(s)
GG1004	General Government - HVAC Repairs	303-4101-580.64.18	\$ 49,000.00	
	<i>Replacement of HVAC systems and components based on the maintenance plan or due to a system failure. Existing funds were used for emergency HVAC replacement at Senior Center and Hester Center</i>			\$ 20,000.00
RP1815	Denson Pool - Fence and Wall Repair	303-4214-572.63.00	\$ 44,670.00	
	<i>Perimeter fence and wall repair</i>			\$ 5,330.00

Total Increased Cost For Existing Projects \$ 25,330.00

New Project #	New Project Location			Estimated Costs for New Project(s)
FA1901	Fire & Rescue Training Site at Rolling Green Fire Station #5 (Renamed)			
	Based on work being done at Rolling Green staff looked at other locations for FD training site. In discussions with FD staff the location was revised to Fire Station #5. Area behind FS#5 is being modified to accommodate parking, training containers, and charging stations.	303-4225-580.62.01	\$ 130,000.00	\$ 139,000.00
FA19 (New)	Fire Station - HVAC Air Scrubbers			
	Project is to install HVAC air scrubbers at Fire Station #2, #3, #4, and #5	303-xxxx-522.64.18	\$ -	\$ 20,000.00
GG19 (New)	General Government - Misc. Repairs & Replacement			
	Replacement/repair of miscellaneous City assets based on the maintenance plan or due to a system failure. Includes painting, roofing, fencing, electrical, and miscellaneous infrastructure.	303-4101-580.62.01	\$ -	\$ 51,270.00
GG19 (New)	Pence Park - Fence Repairs			
	Repair existing chain link fence around sports field	303-4115-572.63.05	\$ -	\$ 16,000.00
Total Estimated Cost For New Projects				\$ 226,270.00
Total Savings from Approved Projects			\$	251,600.00
Total Increase for Existing Projects			\$	25,330.00
Total Estimated Cost For New Projects			\$	226,270.00



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/4/2019

REQUESTED ACTION BY COMMISSION: **PROPOSED RESOLUTION NO. 19-058** - Approve the temporary road closure of the lanes in the 2000 Block of State Road 5 (Federal Hwy) - 700 feet of the right lane heading Northbound and 400 feet of the left lane heading Southbound on Thursday, July 4, 2019 for the annual 4th of July event, and authorize the City Manager, or designee, to apply for the State permit for the temporary road closure.

EXPLANATION OF REQUEST:

The closing of a state road requires a permit from FDOT which must be requested by an authorized official of the City. The road closure will be from approximately 2:00 pm - 11:00 pm to accommodate complimentary shuttle services for those desiring to attend the 4th of July event.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

The temporary re-routing of traffic from 2:00 p.m. to 11:00 p.m. on Federal Highway.

FISCAL IMPACT: Budgeted

The 4th of July event is a budgeted item within the Public Communications & Marketing and Events Department budget.

ALTERNATIVES: Do not approve the temporary road closure of the lanes in the 2000 Block of State Road 5 (Federal Highway).

STRATEGIC PLAN: Boynton Beach Branding

STRATEGIC PLAN APPLICATION:

Offering free shuttle services from locations within our community increases attendance and showcases one of the City's top waterfront amenities - Intracoastal Park.

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
▣ Resolution	Resolution authorizing 4th of July road closures

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29
- 30
- 31
- 32
- 33

WHEREAS, the City of Boynton Beach’s annual 4th of July Celebration is scheduled to be held on Thursday, July 4, 2019; and

WHEREAS, the Florida Department of Transportation requires the local government to authorize all temporary road closures on state roadways; and

WHEREAS, the City Manager (or her designee) is authorized to apply for the permit for temporary closing of state roads for special events, pursuant to Chapter 14-65, Florida Administrative Code, for said temporary closings;

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

Section 2. That the City Commission of the City of Boynton Beach authorizes the temporary closing of State Road 5 in the 2000 Block on July 4, 2019 for the annual 4th of July Celebration.

34 Section 3. The City Manager (or her designee) is hereby authorized to apply for
35 permits from the Florida Department of Transportation pursuant to Chapter 14-65, Florida
36 Administrative Code, for said temporary closings.

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

38 **PASSED AND ADOPTED** this ____ day of _____, 2019.

39

40

41

CITY OF BOYNTON BEACH, FLORIDA

42

43

YES NO

44

45

Mayor – Steven B. Grant

46

47

Vice Mayor – Justin Katz

48

49

Commissioner – Mack McCray

50

51

Commissioner – Christina L. Romelus

52

53

Commissioner – Ty Penserga

54

55

56

VOTE

57

58 ATTEST:

59

60

61

62

Judith A. Pyle, CMC

63

City Clerk

64

65

66

67

(Corporate Seal)



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/4/2019

REQUESTED ACTION BY COMMISSION: PROPOSED RESOLUTION NO. R19-059 - Approve and authorize the Mayor to sign the thirteenth amendment to the Site Lease and Joint Use Agreement between the City, Palm Beach County, and New Cingular Wireless PCS, LLC (fka AT&T Wireless) to allow antenna modifications by Cingular and to update the tower schematics exhibit of the lease for the telecommunications tower at the Rolling Green Municipal Complex (515 NW 14th Ct).

EXPLANATION OF REQUEST:

This tower site is primarily shared by various City and County governmental agencies providing emergency services to the area and by Cingular providing cellular phone and data service to its customers. Cingular desires to replace its existing antennas with new antennas to improve signal coverage. Cingular will obtain all necessary permits and governmental approvals associated with its modifications, and all equipment installations will be made at Cingular's sole cost. This Thirteenth Amendment modifies Exhibit "G" Antenna Tower Schematics of the Tower Site Lease. The proposed amendment will not affect costs or service interruptions to the City's or County's system. All other terms of the Agreement remain unchanged. The Commission has previously approved various amendments to this Agreement for modifications to equipment at this location (the last one was R17-060).

In 2018 the City and the County permitted AT&T to proceed with an antenna swap as a maintenance activity with the understanding we would document those changes in a future amendment. AT&T is now proposing tower modifications and the City and County established the need to process a lease amendment. Several missing clauses were added to bring the agreement ie: Public Entity Crimes, Condemnation, & No Third Party Beneficiary. This 13th Amendment also updates several existing provisions, Insurance, Non-Discrimination, and the IG. The County ESS division provided the exhibit and confirmed it includes the 2018 maintenance activities and the City's Radio Manager/Technician has also approved the exhibit. There are no structural enhancements/improvements required, no change to the frequencies, and the City and the County have no modifications to include within this lease amendment.

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

FISCAL IMPACT: N/A (Cingular constructed the tower in 1986 and is the only cellular service provider on the tower. Terms are 80 years to expire in 2066 and payment remains at \$120.00 for annual rent to the City).

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant?

Grant Amount:

ATTACHMENTS:

Type		Description
<input type="checkbox"/>	Resolution	Resolution
<input type="checkbox"/>	Addendum	Thirteenth Amendment to Site Lease Agreement

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0

WHEREAS, a portion of the Rolling Green Municipal Complex located at 515 NW 14th Court has been used for a communications tower constructed by Cingular (f/k/a/ AT&T); and

WHEREAS, this tower is primarily shared by various City and County governmental agencies providing emergency services to the area and by Cingular providing cellular phone and data service to its customers; and

WHEREAS, the Cingular requests approval for the addition of equipment and frequencies to the tower to upgrade their regional network; and

WHEREAS, upon recommendation of staff, the City Commission has determined that it is in the best interests of the residents of the City to execute an Thirteenth Amendment to the Tower Site Lease and Joint Use Agreement with New Cingular Wireless PCS, LLC., and Palm Beach County, Florida; and

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

31 hereof.

32 Section 2. The City Commission of the City of Boynton Beach, Florida does
33 hereby approve and authorize execution of the Thirteenth Amendment to the Tower Site Lease
34 and Joint Use Agreement with Cingular Wireless and Palm Beach County Communications,
35 attached hereto as Exhibit “A”.

36 Section 3. This Resolution will become effective immediately upon passage.

37

38 **PASSED AND ADOPTED** this _____ day of June, 2019.

39

40

CITY OF BOYNTON BEACH, FLORIDA

41

YES NO

42

43

Mayor – Steven B. Grant

44

45

Vice Mayor – Justin Katz

46

47

Commissioner – Mack McCray

48

49

Commissioner – Christina L. Romelus

50

51

Commissioner – Ty Penserga

52

53

54

55

VOTE

56

ATTEST:

57

58

59

60

Judith A. Pyle, CMC

61

City Clerk

62

63

(Corporate Seal)

64

**THIRTEENTH AMENDMENT TO TOWER SITE LEASE
AND JOINT USE AGREEMENT**

between

CITY OF BOYNTON BEACH, FLORIDA

and

**NEW CINGULAR WIRELESS PCS, LLC,
a Delaware limited liability company**

and

PALM BEACH COUNTY, FLORIDA

Boynton Beach Tower

Exhibits: Exhibit “G” - Antenna Tower Schematics

**THIRTEENTH AMENDMENT TO TOWER SITE LEASE
AND JOINT USE AGREEMENT**

THIS THIRTEENTH AMENDMENT TO TOWER SITE LEASE AND JOINT USE AGREEMENT(R99-311-D), is made and entered into this _____ day of _____, 2019, by and between the CITY OF BOYNTON BEACH, FLORIDA, a municipal corporation (“CITY”), NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company (“CINGULAR”), and PALM BEACH COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as (“COUNTY”).

WITNESSETH:

WHEREAS, CITY and West Palm Beach Cellular Telephone Company entered into that certain Tower Site Lease and Joint Use Agreement dated November 18, 1986 (the “Original Lease”) for the construction of a 320-foot self-supporting communications tower upon the Premises; and

WHEREAS, CITY and Palm Beach County Cellular Telephone Company, as the successor in interest to West Palm Beach Cellular Telephone Company, entered into that certain Amendment to Tower Site Lease and Joint Use Agreement, dated June 21, 1988 (the “First Amendment”); and

WHEREAS, CITY and Palm Beach County Cellular Telephone Company, entered into that certain Amendment Number Two to Tower Site Lease and Joint Use Agreement dated June 20, 1989 (the “Second Amendment”); and

WHEREAS, CITY, Palm Beach Cellular Telephone Company, as the successor in interest to Palm Beach County Cellular Telephone Company, and Richard P. Wille, as Sheriff of Palm Beach County (COUNTY), entered into that certain Joint Use Agreement dated August 22, 1989 (the “Third Amendment”); and

WHEREAS, CITY and AT&T Wireless Services of Florida (AT&T), as the successor in interest to Palm Beach Cellular Telephone Company, and COUNTY entered into that certain Fourth Amendment to Tower Site Lease and Joint Use Agreement in 1998 (the “Fourth Amendment”); and

WHEREAS, CITY, AT&T and COUNTY entered into a Fifth Amendment to Tower Site Lease and Joint Use Agreement dated February 23, 1999 (R99-311D) (the “Fifth Amendment”); and

WHEREAS, CITY, AT&T and COUNTY entered into a Sixth Amendment to Tower Site Lease and Joint Use Agreement dated June 5, 2001 (R2001-0867) (the “Sixth Amendment”) in order to modify the legal description and authorize the County to install a generator with fuel tanks; and

WHEREAS, CITY, AT&T and COUNTY entered into a Seventh Amendment to Tower Site Lease and Joint Use Agreement dated May 21, 2002 (R2002-0766) (the “Seventh Amendment”) to allow AT&T to install new antenna and transmission lines to accommodate new third generation Global System Mobil technology; and

WHEREAS, CITY, AT&T and COUNTY entered into an Eighth Amendment to Tower Site Lease and Joint Use Agreement dated January 13, 2004 (R2004-0098) (the “Eighth Amendment”) to allow the CITY to relocate their antennae; and

WHEREAS, CITY, AT&T and COUNTY entered into a Ninth Amendment to Tower Site Lease and Joint Use Agreement dated November 16, 2004 (R2004-2366) (the “Ninth Amendment”) to allow the CITY to replace an existing antenna and add two new antennas; and

WHEREAS, CITY, CINGULAR, as the successor in interest to AT&T, and COUNTY entered into a Tenth Amendment to Tower Site Lease and Joint Use Agreement dated May 16,

2006 (R2006-0857) to allow COUNTY to install communication equipment for the purpose of deploying a countywide paging system and added equipment to upgrade CINGULAR's regional network; and

WHEREAS, CITY, CINGULAR and COUNTY entered into an Twelfth Amendment to Tower Site Lease and Joint Use Agreement dated July 11, 2007, (R2017-0889) (the "Twelfth Amendment") to allow the CITY to add equipment and frequencies to the tower in order to upgrade their regional network. The Original Lease, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment and the Thirteenth Amendment is hereinafter referred to as the "Tower Site Lease"; and

WHEREAS, CINGULAR in 2018 requested and obtained CITY and COUNTY consent to perform maintenance type modifications to be incorporated into the Tower Site Lease in a future amendment.

WHEREAS, CINGULAR desires to make additional modifications to the tower to support future use and has requested approval for the addition of equipment to the tower to upgrade their regional network; and

WHEREAS, in order to accommodate CINGULAR's request, it is necessary to modify the Antenna Tower Schematics exhibit of the Tower Site Lease; and

WHEREAS, an updated structural study was performed and CITY, CINGULAR and COUNTY acknowledge and agree that the changes contemplated herein will not affect the structural capacity of the tower; and

WHEREAS, CINGULAR acknowledges that if structural changes to the tower are required by CINGULAR's modifications must be made at CINGULAR's sole cost and expense and in compliance with the terms of the Tower Site Lease; and

WHEREAS, County desires to incorporate certain language into the Tower Site Lease; and

WHEREAS, the parties hereto desire to amend the Tower Site Lease, as amended, in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. All defined terms as used herein shall have the same meaning and effect as in the Tower Site Lease.
2. Exhibit "G" (Antenna Tower Schematics) attached to the Twelfth Amendment to the Tower Site Lease shall be replaced with a new Exhibit "G" (Antenna Tower Schematics) attached hereto and incorporated herein by reference.
3. CINGULAR, at its sole cost and expense, shall be responsible for the design and construction of its modifications to the tower as described on Exhibit "G". CINGULAR acknowledges and agrees said modifications will be made in accordance with the Tower Site Lease.
4. Article VI Insurance, of the Tower Site Lease, is hereby deleted in its entirety and replaced with the following:

County shall, during the entire Term hereof, provide CITY and CINGULAR with a certificate evidencing self-insurance coverage for commercial general liability in the amount of Two Hundred Thousand Dollars (\$200,000) per person and Three Hundred Thousand Dollars (\$300,000) per incident or occurrence and Workers' Compensation insurance covering all employees in accordance with Chapter 440 Florida Statutes. In the

event the Legislature should change the County's exposure by Statute above or below the sums insured against, the County shall provide insurance to the extent of that exposure.

5. Section 18. Non Discrimination, of the Tower Site Lease, is hereby deleted in its entirety and replaced with the following:

Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the parties agree that no person shall, on the grounds of race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information, be excluded from the benefits of, or be subjected to any form of discrimination under any activity conducted pursuant to this Lease. Failure to meet this requirement shall be considered default of this Lease.

6. Section 19. Office of the Inspector General, of the Tower Site Lease, is hereby deleted in its entirety and replaced with the following:

Palm Beach County Office of the Inspector General Audit Requirements:

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General is authorized with the power 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

7. Section 20 Public Entity Crimes is hereby added to the Tower Site Lease as follows:

Public Entity Crimes

As provided in Section 287.132-133, Florida Statutes, a person or affiliate who has been placed on the State of Florida convicted vendor list following a conviction for a public entity crime may not submit a bid for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. By entering into this Lease or performing any work in furtherance hereof, CITY and CINGULAR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the effective date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

8. Section 21 Condemnation is hereby added to the Tower Site Lease as follows:

Condemnation

If all or part of the Premises shall be taken, condemned or conveyed pursuant to agreement in lieu of condemnation for public or quasi public use, the entire compensation or award therefor, including any severance damages, shall be apportioned between CITY, CINGULAR and County in proportion to the value of their respective interests and the rent shall be recalculated effective upon the date of vesting of title in the condemning authority to reflect the reduction in the Premises. County shall also be entitled to receive compensation for the value of any Alterations or other improvements made by County to the Premises and moving expenses. In addition, County may elect to terminate this Lease in which event this Lease shall terminate effective as of the date title is vested in the condemning authority, whereupon the parties shall be relieved of all further obligations occurring subsequent to the date of termination other than those relating to apportionment of the compensation for such condemnation. In the event the County elects to terminate this Lease as provided in this Article, the Rent payable hereunder shall be prorated to the date of termination. County will be allowed not less than sixty (60) days notice to remove its property from the Premises.

9. Section 22 No Third Party Beneficiary is hereby added to the Tower Site Lease as

follows:

No Third Party Beneficiary

No provision of this Lease 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 Lease, including but not limited to any citizens of Palm Beach County or employees of County, CITY or CINGULAR.

10. Except as modified by this Thirteenth Amendment, the Tower Site Lease remains unmodified and in full force and effect in accordance with the terms thereof.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, COUNTY, CINGULAR, and CITY have executed this Twelfth Amendment, or have caused the same to be executed by their duly authorized representatives, as of the day and year first above written.

Signed and delivered
in the presence of:

NEW CINGULAR WIRELESS PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____

Witness Signature

Print Name and Title

Print Witness Name

(SEAL)

Witness Signature

Print Witness Name

[additional signature pages follow]

ATTEST:
JUDITH PYLE, CMC
INTERIM CITY CLERK

CITY OF BOYNTON BEACH, FLORIDA, a
municipal corporation of the State of Florida

By: _____
Judith Pyle, City Clerk

By: _____
Steven B. Grant, Mayor

(CITY SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

City Attorney

[This signature page represents a continuation of the Thirteenth Amendment between Palm Beach County and the City of Boynton Beach and New Cingular Wireless PCS.]

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

Commissioners

PALM BEACH COUNTY, a political
subdivision of the State of Florida, by and
through its Board of County

By: _____
Deputy Clerk

By: _____
Mack Bernard, Mayor

SEAL

Signed and delivered
in the presence of:

Witness Signature

Print Witness Name

Witness Signature

Print Witness Name

APPROVED AS TO FORM

APPROVED AS TO TERMS AND
LEGAL SUFFICIENCY AND
CONDITIONS

By: _____
Assistant County Attorney

By: _____
Audrey Wolf, Director
Facilities Development & Operations

[This signature page represents a continuation of the Thirteenth Amendment between Palm Beach County and the City of Boynton Beach and New Cingular Wireless PCS.]

PALM BEACH COUNTY ELECTRONIC SYSTEMS AND SECURITY DIVISION
EXHIBIT G

Boynton Beach Tower Site Antenna Schedule

ANT #	ANTENNA TYPE	MFR	USE	MOUNT	MFR	MOUNTING HEIGHT	STAND OFF	AZIMUTH	LEG	CABLE	TX FREQ
1	D8810	DECIBEL	CITY OF BOYNTON BEACH 800 MHZ SYSTEM	SA3XXLP	ROHN	315'	3'	000/270	S	LDF6-50	856.2875 - 860.2875
2	D8810	DECIBEL	CITY OF BOYNTON BEACH 800 MHZ SYSTEM	SA3XXLP	ROHN	300'	3'	000/270	NW	LDF5-50	856.2875 - 860.2875
3	BMR12-O	DECIBEL	CITY OF BOYNTON BEACH 800 MHZ SYSTEM	SA3XXLP	ROHN	300'	3'	000/270	S	LDF6-50	RX ONLY
4	D8810E-PS *	CELWAVE	COUNTY 700/800 MHZ RX	CUSTOM	CUSTOM	275'	3'	270	S	LDF5-50	See Table 1
5	BMR12-O	CELWAVE	COUNTY 800 MHZ RX	CUSTOM	CUSTOM	275'	3'	270	NW	LDF5-50	RX ONLY
6	D8636	DECIBEL	PS/CR Paging System	B3118	Valmont	240'	6'	OMNI	NE	LDF5-50	433.150 MHz
7	BMR12-O	CELWAVE	COUNTY 800 MHZ TX	CUSTOM	CUSTOM	245'	3'	270	NW	LDF5-50	851-895 MHz
8	BMR12-O	CELWAVE	COUNTY 800 MHZ TX	CUSTOM	CUSTOM	245'	3'	270	NW	LDF5-50	851-895 MHz
9	BMR12-O	CELWAVE	COUNTY 800 MHZ TX	CUSTOM	CUSTOM	245'	3'	270	S	LDF5-50	851-895 MHz
10	BMR12-O	CELWAVE	COUNTY 800 MHZ TX	CUSTOM	CUSTOM	245'	3'	270	S	LDF6-50	851-895 MHz
11	A2408	YDI	BBFD 2.4 GHz	SA3XXLP	ROHN	235'	3'	OMNI	NW	LDF6-50	2.4 GHz DSSS
12	D8284	DECIBEL	FBI VHF RX	SA3XXLP	ROHN	210'	3'	OMNI	NE	LDF5-50	RX ONLY
12A	D8810E-PS *	ANDREW	COUNTY 700/800MHz TO EOC	CUSTOM	CUSTOM	210'	6'	OMNI	S	LDF6-50	See Table 1
13	PAR8-59A	ANDREW	COUNTY MICROWAVE TO EOC	4.5 PIPE	CUSTOM	200'	N/A	345	NW	EW-43	6162.63 MHz
14	TRACE 6000	ADTRAN	CITY OF BB 5.8 GHz PTP	CUSTOM	ADTRAN	130'	N/A	90	NE	LDF4-50	5.8 GHz
15	A245LP14	YDI	BBFD 2.4 GHz	LP14	YDI	130'	N/A	270	NW	LMR-1200	2.4 GHz DSSS
16	PAR6-65A	ANDREW	COUNTY MICROWAVE TO SEMS	4.5 PIPE	N/A	130'	N/A	191	S	EW-63	6555.00 MHz
17	D8222	DECIBEL	COUNTY MSCAD	SA3XXLP	ROHN	100'	6'	OMNI	NW	LDF4-50	159.15MHz
17A	NSMS *	OBIQUITI	COUNTY PTP TO BOYNTON BEACH EOC	SA3XXLP	ROHN	100'	6'	300	NW	CAT6	5.8GHz
18	PD455	PHILIPS DOGGE	CITY OF BOYNTON BEACH MOBILE DATA SYSTEM	SA3XXLP	ROHN	100'	6'	OMNI	S	LDF5-50	460.225

4/17/2019

PALM BEACH COUNTY ELECTRONIC SYSTEMS AND SECURITY DIVISION
EXHIBIT G

Boynton Beach Tower Site Antenna Schedule

ANT #	ANTENNA TYPE	MFOR	USE	MOUNT	MFR	MOUNTING HEIGHT	STAND OFF	AZMUTH	LEG	CABLE	TX FREQ
19	800-10866 **	Kathrein	AT & T Wireless PCS/ Cellular Antenna	CUSTOM	CUSTOM	81'	6'	350	Face A	1-5/8"	898-960, 1710-2690 MHz
20	800-10866 **	Kathrein	AT & T Wireless	CUSTOM	CUSTOM	81'	6'	350	Face A	1-5/8"	898-960, 1710-2690 MHz
21	800-10866 **	Kathrein	AT & T Wireless	CUSTOM	CUSTOM	81'	6'	350	Face A	1-5/8"	898-960, 1710-2690 MHz
22	800-10865 **	Kathrein	AT & T Wireless	CUSTOM	CUSTOM	81'	6'	110	Face B	1-5/8"	898-960, 1710-2690 MHz
23	800-10865 **	Kathrein	AT & T Wireless	CUSTOM	CUSTOM	81'	6'	110	Face B	1-5/8"	898-960, 1710-2690 MHz
24	800-10865 **	Kathrein	AT & T Wireless	CUSTOM	CUSTOM	81'	6'	110	Face B	1-5/8"	898-960, 1710-2690 MHz
25	800-10865 **	Kathrein	AT & T Wireless	CUSTOM	CUSTOM	81'	6'	230	Face C	1-5/8"	898-960, 1710-2690 MHz
26	800-10868 **	Kathrein	AT & T Wireless	CUSTOM	CUSTOM	81'	6'	230	Face C	1-5/8"	898-960, 1710-2690 MHz
27	800-10866 **	Kathrein	AT & T Wireless	CUSTOM	CUSTOM	81'	6'	230	Face C	1-5/8"	898-960, 1710-2690 MHz
28	RRUS-32	Ericsson	AT & T Wireless	CUSTOM	CUSTOM	81'	6'	360	Face A	1-5/8"	740-746MHz & 2130-2135MHz
29	RRUS-32	Ericsson	AT & T Wireless	CUSTOM	CUSTOM	81'	6'	360	Face A	1-5/8"	740-746MHz & 2130-2135MHz
30	RRUS-32	Ericsson	AT & T Wireless	CUSTOM	CUSTOM	81'	6'	360	Face A	1-5/8"	740-746MHz & 2130-2135MHz
31	RRUS-32-2696	Ericsson	AT & T Wireless	CUSTOM	CUSTOM	81'	6'	110	Face B	1-5/8"	740-746MHz & 2130-2135MHz
32	RRUS-32-2696	Ericsson	AT & T Wireless	CUSTOM	CUSTOM	81'	6'	110	Face B	1-5/8"	740-746MHz & 2130-2135MHz
33	RRUS-32-2696	Ericsson	AT & T Wireless	CUSTOM	CUSTOM	81'	6'	110	Face B	1-5/8"	740-746MHz & 2130-2135MHz
34	RRUS-1***	Ericsson	AT & T Wireless	CUSTOM	CUSTOM	81'	6'	230	Face C	1-5/8"	740-746MHz & 2130-2135MHz
35	RRUS-1***	Ericsson	AT & T Wireless	CUSTOM	CUSTOM	81'	6'	230	Face C	1-5/8"	740-746MHz & 2130-2135MHz
36	RRUS-1***	Ericsson	AT & T Wireless	CUSTOM	CUSTOM	81'	6'	230	Face C	1-5/8"	740-746MHz & 2130-2135MHz
37	RRUS-32-28 ***	Ericsson	AT & T Wireless	CUSTOM	CUSTOM	81'	6'	350	Face A	Note 1	740-746MHz & 2130-2135MHz
38	RRUS-32-28 ***	Ericsson	AT & T Wireless	CUSTOM	CUSTOM	81'	6'	110	Face B	Note 1	740-746MHz & 2130-2135MHz

4/17/2019

PALM BEACH COUNTY ELECTRONIC SYSTEMS AND SECURITY DIVISION
EXHIBIT G

Boynton Beach Tower Site Antenna Schedule

ANT #	ANTENNA TYPE	MFG	USE	MOUNT	MFR	MOUNTING HEIGHT	STAND OFF	AZIMUTH	LEG	CABLE	TX FREQ
39	RRLUS-32-28 ***	Elkason	AT AT Wireless	CUSTOM	CUSTOM	8'	0'	230	Face C	Note 1	740-765MHz & 2130-2135MHz
40	DCS-48-60-18-8F ***	Raycap	AT AT Wireless	CUSTOM	CUSTOM	8'	0'	350	Face A	-	N/A
41	DCS-48-60-18-8F ***	Raycap	AT AT Wireless	CUSTOM	CUSTOM	8'	0'	110	Face B	-	N/A
42	DCS-48-60-18-8F ***	Raycap	AT AT Wireless	CUSTOM	CUSTOM	8'	0'	230	Face C	-	N/A

* Future antenna

** ATT proposed antenna

***ATT proposed radio head

Note 1: fiber & DC cable

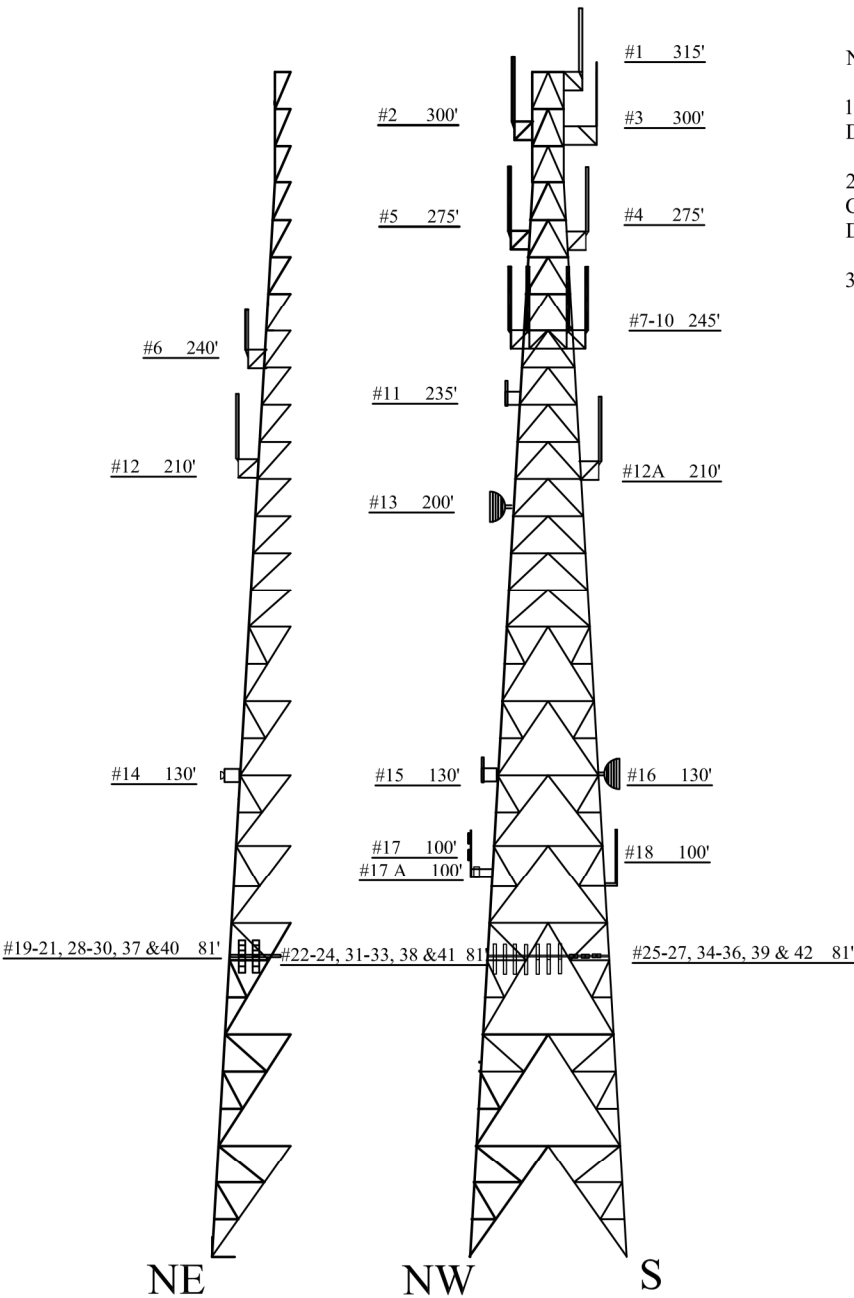
ANTENNA 17A TO REPLACE MOSCAD DB222 AT A FUTURE TIME.

**** ATT proposed Domain with 2 fiber cables 710' and 1 control cable 300'

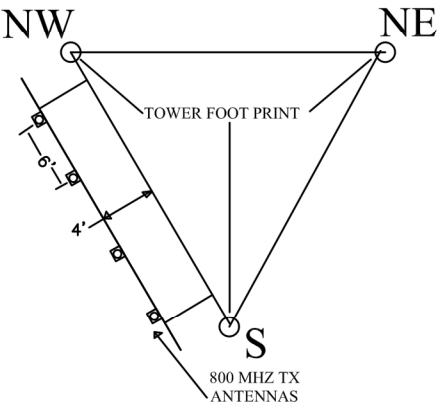
Table 1: (PBC FUTURE PLAN FREQUENCIES)									
Regional IO project				700 Mutual Aid		700 Broad Band			
TX	RX			TX	RX	TX	RX		
770.7625	800.763			769.2438	799.244			758-763	788-793
772.2875	802.288			769.7438	799.744				
773.3875	803.388			770.2438	800.244				
773.9375	803.938			770.9938	800.994				
774.7375	804.738			773.2663	803.266				
				773.7663	803.766				
				774.2663	804.266				
				774.8663	804.866				

4/17/2019

BOYNTON BEACH TOWER & ANTENNA CONFIGURATION



- NOTES:
- 1. SEE ATTACHED TABLE FOR ANTENNA AND CABLE DETAILS.
 - 2. DRAWING IS CONCEPTUAL ONLY AND NOT TO BE CONSIDERED A CONSTRUCTION DRAWING. THE DRAWING IS NOT TO SCALE.
 - 3. SITE LOCATION DETAILS:
 - LATTITUDE: 26-32-28 N
 - LONGITUDE: 80-04-18 W
 - TOWER HEIGHT AGL: 306 FEET
 - FACE WIDTH AT GROUND: 40.5 FEET
 - SITE ELEVATION AMSL: 15 FEET
 - TOWER ORIENTATION: S=180 DEGREES
NW=300 DEGREES
NE=060 DEGREES



CITY OF BOYNTON BEACH
COMMUNICATIONS TOWER
LOADING DIAGRAM

PALM BEACH COUNTY
ELECTRONIC SERVICES AND
SECURITY DIVISION

REVISIONS		DATE
No.		
1	Added antenna DB810E-PS @ 275' NE leg - PB County's Reserved slot # 4	06/21/12
2	Added County antenna DB810E-PS, slot # 12A	06/21/12
3	Exchange antenna City BB A245LP14 with City BB Trace 6000 PTP, slot #14	11/06/12
4	Add AT&T additional loading antennas @ 81' antenna slot # 19 thru # 33.	11/06/12
5	Add County PTP Antenna to replace BD222 at a future time - Add ATT antennas modifications @ 81' level	08/09/16
File:C:\Files\Sites\Boynton\Boynton.dwg		04- 17-19



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/4/2019

REQUESTED ACTION BY COMMISSION: PROPOSED RESOLUTION NO. R19-060 - Authorize the Mayor to sign three (3) general utility easements for Town Square project.

EXPLANATION OF REQUEST:

As part of the construction process for the Town Square project it is necessary to execute and record a general utility easement to provide for permanent utilities to the buildings.

Attached is a copy of the General Easement Form and a sketch and legal:

Exhibit 1A & 1B - Parcel 4 & 5 (Kapok Park)
Exhibit 2A & 2B - Parcel 6 (Seacrest)
Exhibit 3A & 3B - Parcel 6 (SE 1st Avenue)

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? Utilities services are necessary to facilitate the completion of the Town Square project to all buildings.

FISCAL IMPACT: Budgeted
There are no costs associated with approval of the easement.

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant?

Grant Amount:

ATTACHMENTS:

Type	Description
▣ Resolution	Resolution approving three General Utility Easements for Town Square
▣ Other	Exhibit 1A - Easement (Parcel 4 & 5)
▣ Exhibit	Exhibit 1B - Sketch & legal (Parcel 4 & 5)
▣ Other	Exhibit 2A - Easement (Parcel 6 Seacrest)
▣ Exhibit	Exhibit 2B - Sketch & Legal (Parcel 6 Seacrest)
▣ Other	Exhibit 3A - Easement (Parcel 6 SE 1st)
▣ Exhibit	Exhibit 3B - Sketch & Legal (Parcel 6 SE1st)

1
2
3
4
5
6
7
8
9
10
11
12

RESOLUTION R19-

**A RESOLUTION OF THE CITY OF BOYNTON BEACH,
FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO
SIGN THREE (3) GENERAL UTILITY EASEMENTS FOR THE
TOWN SQUARE PROJECT; AND PROVIDING AN EFFECTIVE
DATE.**

13 **WHEREAS**, as part of the construction process for the Town Square project, it is
14 necessary to execute and record three (3) general utility easements to provide permanent
15 utilities to the buildings.

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

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

20 Section 2. The City Commission does hereby approve and authorize the Mayor
21 to sign three (3) general utility Easements to provide permanent utilities to the buildings in the
22 Town Square project, copies of which are attached hereto as Composite Exhibit "A".

23 Section 3. This Resolution will become effective immediately upon passage.
24

25 **PASSED AND ADOPTED** this ____ day of _____, 2019.

26

27

CITY OF BOYNTON BEACH, FLORIDA

28

29

YES NO

30

31

Mayor – Steven B. Grant

32

33

Vice Mayor – Justin Katz

34

35

Commissioner – Mack McCray

36

37

Commissioner – Christina L. Romelus

38

39

Commissioner – Ty Penserga

40

41

42

VOTE

43

44

ATTEST:

45

46

47

48

Judith A. Pyle, CMC

49

City Clerk

50

51

52

53

(Corporate Seal)

Prepared by and Return to:

James A. Cherof, Esquire
City of Boynton Beach
P.O. Box 310
Boynton Beach, FL 33425

EASEMENT

THIS INDENTURE made this ____ day of _____, 2019, by The City of Boynton Beach, a municipality created pursuant to Chapter 166, of Florida Statutes, having an address of 3301 Quantum Boulevard, Suite 100, Boynton Beach, Florida 33435 (first party), to _____, (second party):

WITNESSETH

Whereas, the first party is the owner of property situate in Palm Beach County, Florida, and described as follows:

PCN #08-43-45-28-48-005-0000
123 East Ocean Avenue, Boynton Beach, FL

And

PCN #08-43-45-28-004-0000
100 NE 1st Avenue, Boynton Beach, FL

Legal Description:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL 5; THENCE SOUTH 89°44'11" WEST (AS A BASIS OF BEARINGS) ALONG THE NORTH LINE OF SAID PARCEL 5, A DISTANCE OF 58.35 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°44'11" WEST ALONG THE NORTH LINE OF SAID PARCEL 5, A DISTANCE OF 10.00 FEET; THENCE SOUTH 00°15'49" EAST, A DISTANCE OF 132.65 FEET; THENCE SOUTH 89°44'41" WEST, A DISTANCE OF 69.02 FEET TO A POINT BEING ON THE WEST LINE OF SAID PARCEL 5; THENCE SOUTH 01°33'51" EAST ALONG THE WEST LINE OF SAID PARCEL 5, A DISTANCE OF 10.00 FEET; THENCE NORTH 89°44'41" EAST, A DISTANCE OF 68.79 FEET; THENCE SOUTH 00°15'49" EAST, A DISTANCE OF 18.10 FEET; THENCE NORTH 89°46'58" EAST, A DISTANCE OF 55.55 FEET; THENCE SOUTH 00°03'53" EAST, A DISTANCE OF 92.79 FEET; THENCE SOUTH 89°42'13" WEST, A DISTANCE OF 116.94 FEET TO A POINT BEING ON THE SOUTHWESTERLY LINE OF SAID PARCEL 5; THENCE SOUTH 45°55'45" EAST ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 5, A DISTANCE OF 14.30 FEET; THENCE NORTH 89°42'13" EAST, A DISTANCE OF 118.68 FEET; THENCE NORTH 00°03'53" WEST, A DISTANCE OF 74.34; THENCE NORTH 89°56'07" EAST, A DISTANCE OF 16.16 FEET; THENCE NORTH 00°03'53" WEST, A DISTANCE OF 12.00 FEET; THENCE SOUTH 89°56'07" WEST, A DISTANCE OF 16.16 FEET; THENCE NORTH 00°03'53" WEST, A DISTANCE OF 16.43 FEET; THENCE NORTH 00°00'00" WEST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 89°46'58" WEST, A DISTANCE OF 76.71 FEET; THENCE NORTH 00°15'49" WEST, A DISTANCE OF 150.76 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN SECTION 28, TOWNSHIP 45 SOUTH, RANGE 43 EAST, CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA.

CONTAINING 5,609 SQUARE FEET MORE OR LESS.

and,

WHEREAS, the second party desires a utility easement for construction and maintenance of utility facilities; including cable systems and/or other appropriate purposes incidental thereto, on, over and across said Property,
and,

WHEREAS, the first party is willing to grant such an easement,

NOW, THEREFORE, for and in consideration of the mutual covenants each to the other running and one dollar and other good and valuable considerations, the first party does hereby grant unto the party of the second part, its successors and assigns, full and free right and authority to construct, maintain, repair, install and rebuild facilities for above stated purposes and does hereby grant a perpetual easement, on over and across the above

described property for said purposes.

IN WITNESS WHEREOF, the first party has caused these presents to be duly executed in its name and its corporate seal to be hereto affixed, attested by its proper officers hereunto duly authorized, the day and year first above written.

Signed, sealed and delivered
In the presence of:

CITY OF BOYNTON BEACH

Signature

By: _____

Print Name

Printed Name: Steven B. Grant
Its: Mayor

Signature

Print Name

STATE OF FLORIDA

COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Steven B. Grant, Mayor of The City of Boynton Beach, named as first party in the foregoing Easement and that he severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily.

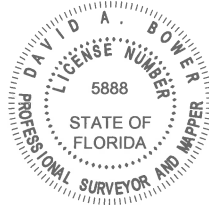
WITNESS my hand and official seal in the Country and State last aforesaid this _____ day of _____, 2019.

Notary Public in and for the
State and County aforesaid.

My commission expires:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION. I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17.050 THROUGH 5J-17.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

4/25/19
David A. Bower



DAVID A. BOWER
PROFESSIONAL SURVEYOR & MAPPER
STATE OF FLORIDA
CERTIFICATE NO. LS 5888

DESCRIPTION:

A VARIABLE WIDTH STRIP OF LAND LYING WITHIN A PORTION OF PARCELS 4 & 5, BOYNTON BEACH TOWN SQUARE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 127, PAGES 1 THOUGH 5 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL 5; THENCE SOUTH 89°44'11" WEST (AS A BASIS OF BEARINGS) ALONG THE NORTH LINE OF SAID PARCEL 5, A DISTANCE OF 58.35 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°44'11" WEST ALONG THE NORTH LINE OF SAID PARCEL 5, A DISTANCE OF 10.00 FEET; THENCE SOUTH 00°15'49" EAST, A DISTANCE OF 132.65 FEET; THENCE SOUTH 89°44'41" WEST, A DISTANCE OF 69.02 FEET TO A POINT BEING ON THE WEST LINE OF SAID PARCEL 5; THENCE SOUTH 01°33'51" EAST ALONG THE WEST LINE OF SAID PARCEL 5, A DISTANCE OF 10.00 FEET; THENCE NORTH 89°44'41" EAST, A DISTANCE OF 68.79 FEET; THENCE SOUTH 00°15'49" EAST, A DISTANCE OF 18.10 FEET; THENCE NORTH 89°46'58" EAST, A DISTANCE OF 55.55 FEET; THENCE SOUTH 00°03'53" EAST, A DISTANCE OF 92.79 FEET; THENCE SOUTH 89°42'13" WEST, A DISTANCE OF 116.94 FEET TO A POINT BEING ON THE SOUTHWESTERLY LINE OF SAID PARCEL 5; THENCE SOUTH 45°55'45" EAST ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 5, A DISTANCE OF 14.30 FEET; THENCE NORTH 89°42'13" EAST, A DISTANCE OF 118.68 FEET; THENCE NORTH 00°03'53" WEST, A DISTANCE OF 74.34; THENCE NORTH 89°56'07" EAST, A DISTANCE OF 16.16 FEET; THENCE NORTH 00°03'53" WEST, A DISTANCE OF 12.00 FEET; THENCE SOUTH 89°56'07" WEST, A DISTANCE OF 16.16 FEET; THENCE NORTH 00°03'53" WEST, A DISTANCE OF 16.43 FEET; THENCE NORTH 00°00'00"

DESCRIPTION CONTINUED ON SHEET 2 OF 8

Dennis J. Leavy & Associates, Inc.
Land Surveyors * Mappers
460 Business Park Way * Suite B
Royal Palm Beach, Florida 33411
Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION
For: THE HASKELL COMPANY

DRAWN: MT	SCALE: N/A	DATE: 04/25/19
CHK: DAB	JOB# 18-102-3 SD6	SHEET: 1 OF 8

DESCRIPTION (CONTINUED):

WEST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 89°46'58" WEST, A DISTANCE OF 76.71 FEET; THENCE NORTH 00°15'49" WEST, A DISTANCE OF 150.76 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN SECTION 28, TOWNSHIP 45 SOUTH, RANGE 43 EAST, CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA.

CONTAINING 5,609 SQUARE FEET MORE OR LESS.

SURVEYOR'S NOTES:

1. BEARINGS DEPICTED HEREON ARE RELATIVE TO THE NORTH LINE OF PARCEL 5 OF THE PLAT OF BOYNTON BEACH TOWN SQUARE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 127, PAGE 1 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. SAID LINE HAVING A BEARING OF SOUTH 89°44'11" WEST.
2. THIS INSTRUMENT NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THE UNDERSIGNED MAKES NO REPRESENTATIONS OR GUARANTEES AS TO THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, AGREEMENTS AND OTHER MATTERS, AND FURTHER, THIS INSTRUMENT IS NOT INTENDED TO REFLECT OR SET FORTH ALL SUCH MATTERS. SUCH INFORMATION SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY AND/OR EASEMENTS OF RECORD.
4. THE LICENSED BUSINESS NUMBER FOR DENNIS J. LEAVY & ASSOCIATES INC. IS LB #6599, THE CERTIFYING SURVEYORS (DAVID A. BOWER) LICENSE NUMBER IS LS #5888.
5. THIS IS NOT A SURVEY.

LEGEND:

O.R.B. = OFFICIAL RECORDS BOOK
PG. = PAGE
P.B. = PLAT BOOK
P.B.C.R. = PALM BEACH COUNTY RECORDS
RNG = RANGE
R/W = RIGHT-OF-WAY
R.P.B. = ROAD PLAT BOOK
SEC = SECTION
TWN = TOWNSHIP
± = MORE OR LESS

PLAT LEGEND:

(P1) BOYNTON HEIGHTS ADDITION
(P.B. 10, PG 64, P.B.C.R.)

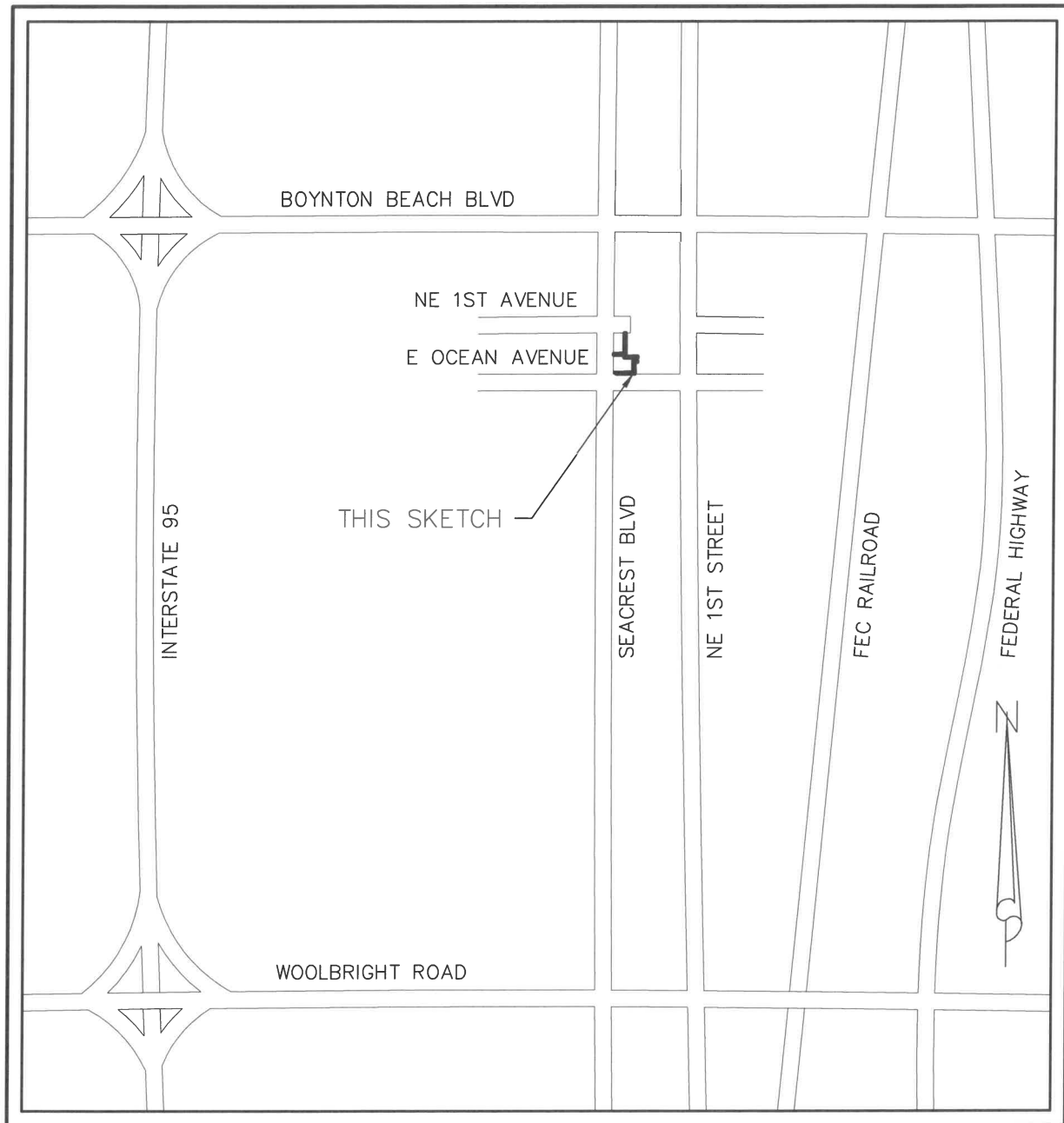
(P2) BOYNTON BEACH TOWN SQUARE
(P.B. 127, PGS 1-5, P.B.C.R.)

Dennis J. Leavy & Associates, Inc.
Land Surveyors * Mappers

460 Business Park Way * Suite B
Royal Palm Beach, Florida 33411
Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION
For: THE HASKELL COMPANY

DRAWN: MT	SCALE: N/A	DATE: 04/25/19
CHK: DAB	JOB# 18-102-3 SD6	SHEET: 2 OF 8

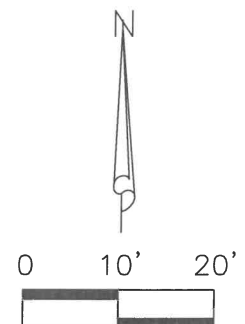
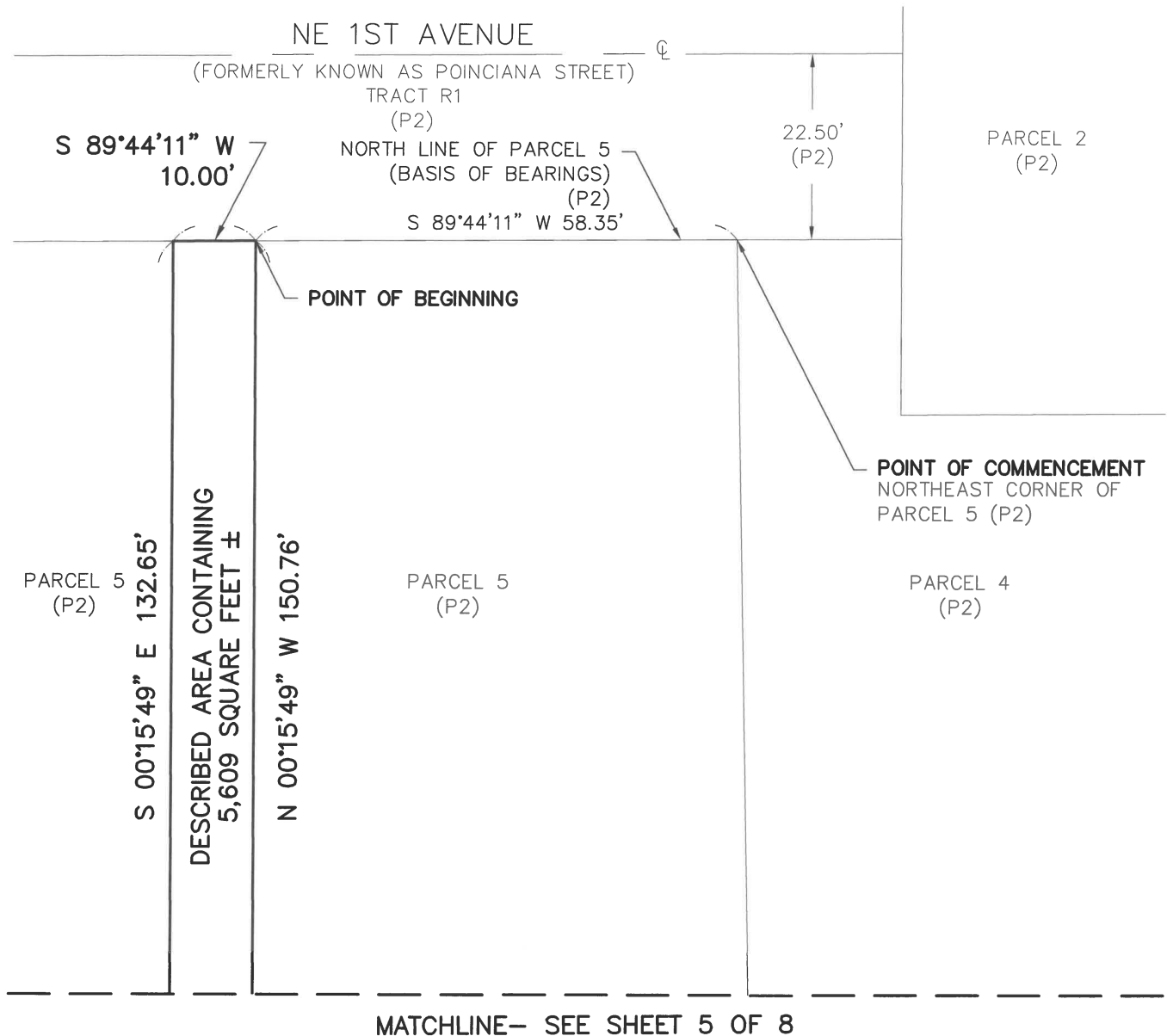


LOCATION MAP (FOR REFERENCE ONLY)
NOT TO SCALE

Dennis J. Leavy & Associates, Inc.
Land Surveyors * Mappers
460 Business Park Way * Suite B
Royal Palm Beach, Florida 33411
Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION
For: THE HASKELL COMPANY

DRAWN: MT	SCALE: N/A	DATE: 04/25/19
CHK: DAB	JOB# 18-102-3 SD6	SHEET: 3 OF 8



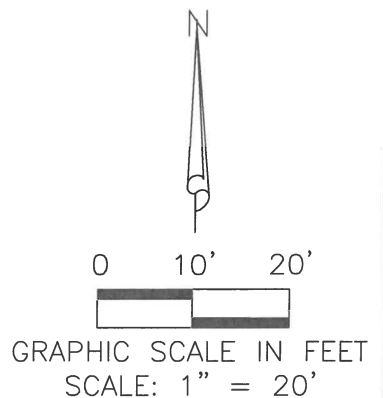
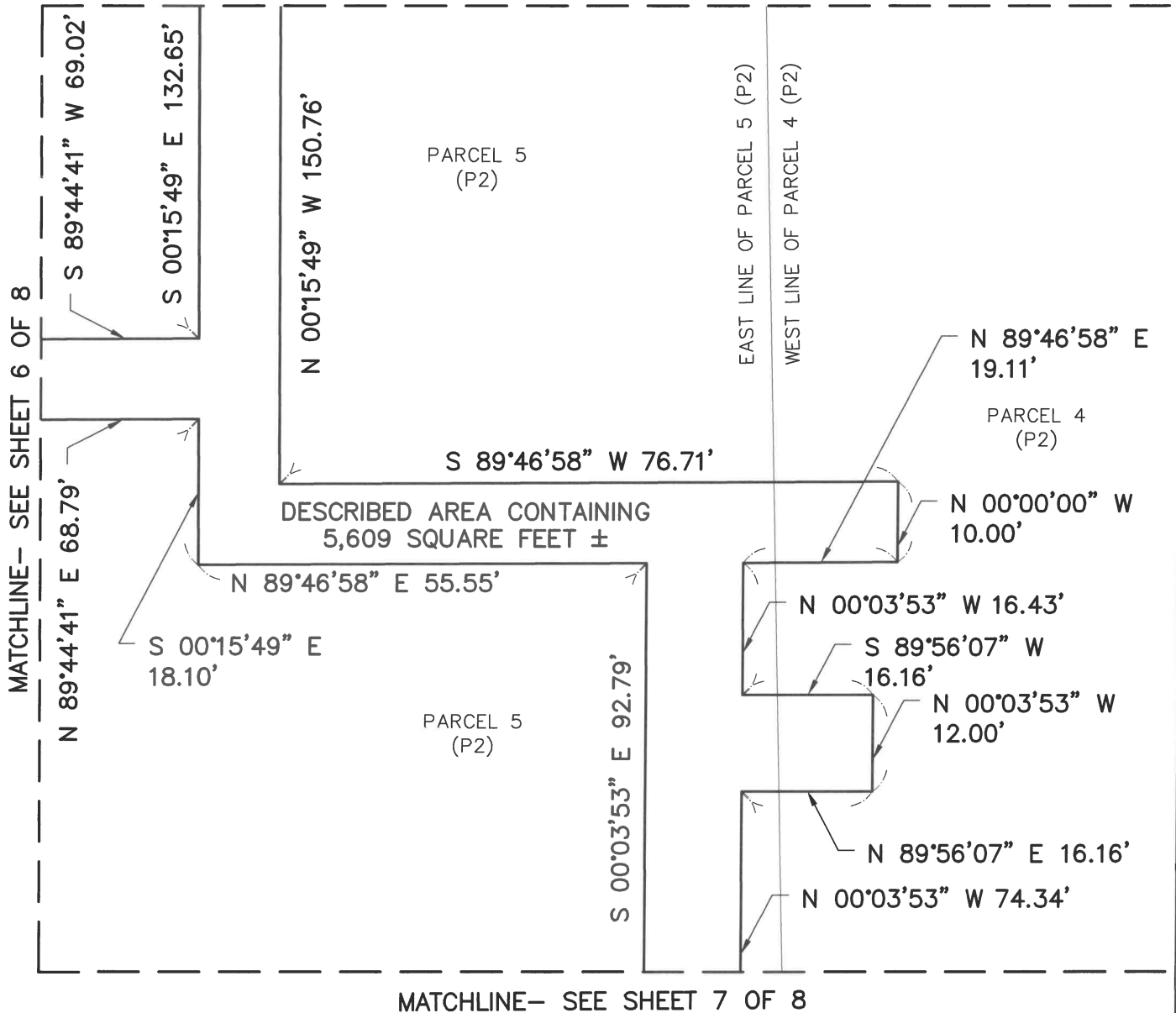
GRAPHIC SCALE IN FEET
SCALE: 1" = 20'

Dennis J. Leavy & Associates, Inc.
Land Surveyors * Mappers
460 Business Park Way * Suite B
Royal Palm Beach, Florida 33411
Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION
For: THE HASKELL COMPANY

DRAWN: MT	SCALE: 1"=20'	DATE: 04/25/19
CHK: DAB	JOB# 18-102-3 SD6	SHEET: 4 OF 8

MATCHLINE— SEE SHEET 4 OF 8



Dennis J. Leavy & Associates, Inc.
 Land Surveyors * Mappers
 460 Business Park Way * Suite B
 Royal Palm Beach, Florida 33411
 Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION
 For: THE HASKELL COMPANY

DRAWN: MT	SCALE: 1"=20'	DATE: 04/25/19
CHK: DAB	JOB# 18-102-3 SD6	SHEET: 5 OF 8

LOT 21
BLOCK 8
(P1)

LOT 41
BLOCK 8
(P1)

SEACREST BOULEVARD

80' R/W
(R.P.B. 5, PG. 179, P.B.C.R.)
(O.R.B. 2830, PG. 1484, P.B.C.R.)

STATE ROAD S-811
SECTION 93512-2602
80' RIGHT-OF-WAY

S 01°33'51" E
10.00'

ADDITIONAL R/W
(O.R.B. 2797, PG. 1474, P.B.C.R.)

PARCEL 5
(P2)

S 89°44'41" W 69.02'

DESCRIBED AREA CONTAINING
5,609 SQUARE FEET ±

N 89°44'41" E 68.79'

WEST LINE OF PARCEL 5
(P2)

PARCEL 5
(P2)

MATCHLINE— SEE SHEET 5 OF 8



0 10' 20'

GRAPHIC SCALE IN FEET
SCALE: 1" = 20'

Dennis J. Leavy & Associates, Inc.
Land Surveyors * Mappers

460 Business Park Way * Suite B
Royal Palm Beach, Florida 33411
Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION
For: THE HASKELL COMPANY

DRAWN: MT

SCALE: 1"=20'

DATE: 04/25/19

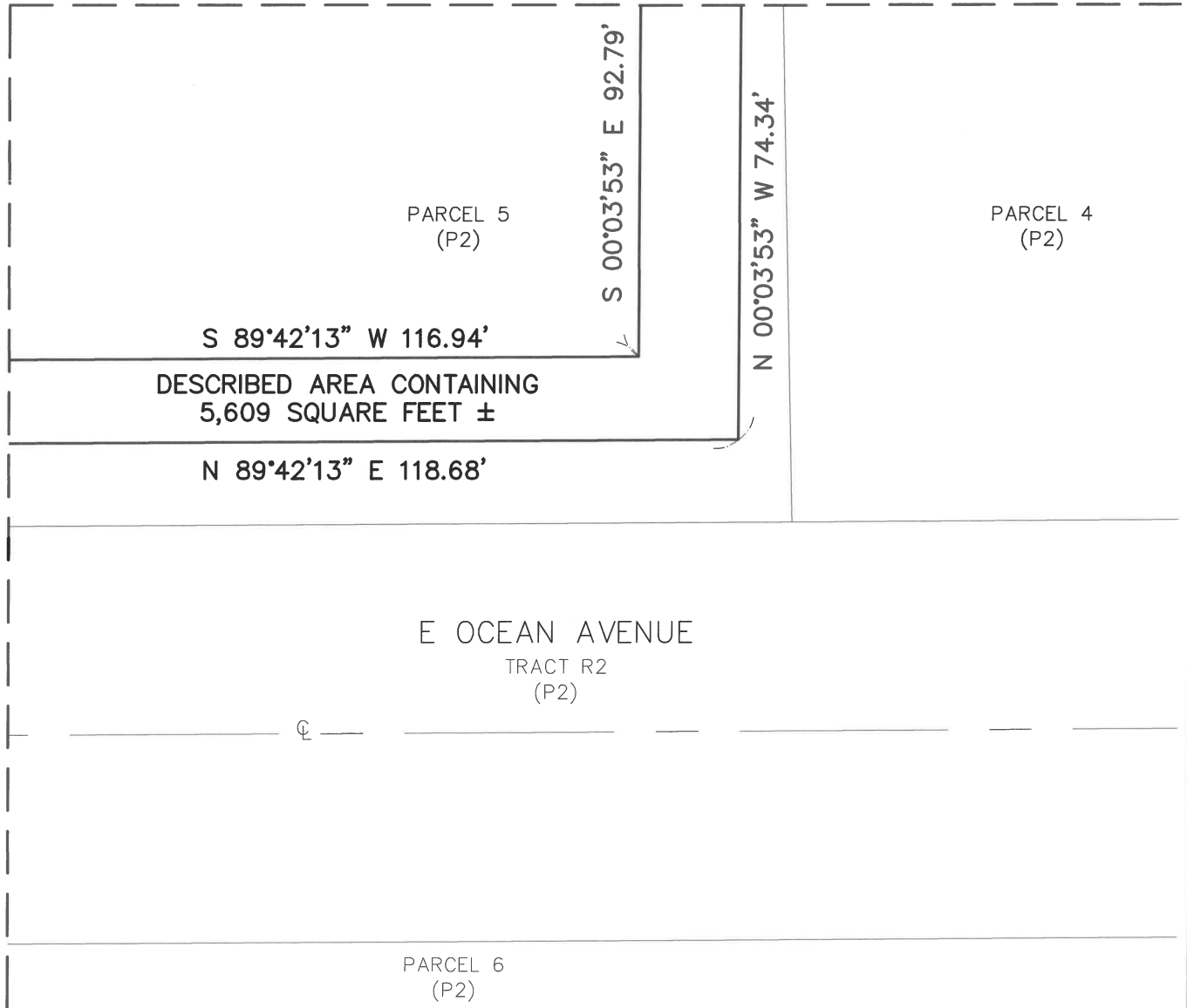
CHK: DAB

JOB# 18-102-3 SD6

SHEET: 6 OF 8

MATCHLINE— SEE SHEET 5 OF 8

MATCHLINE— SEE SHEET 8 OF 8

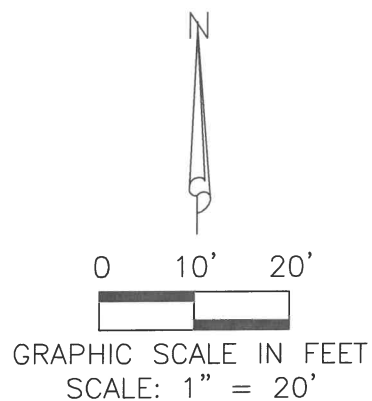
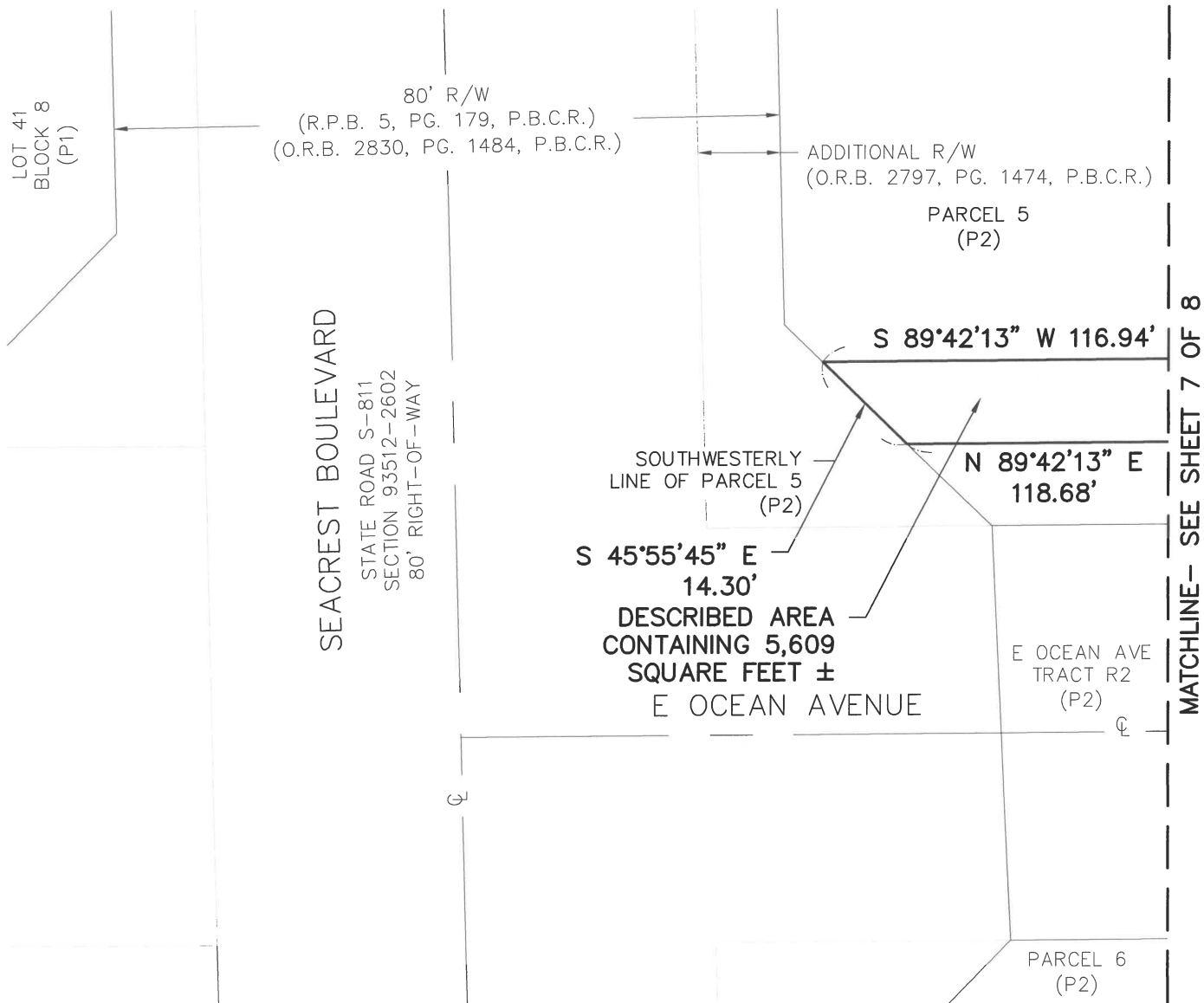


Dennis J. Leavy & Associates, Inc.
Land Surveyors * Mappers

460 Business Park Way * Suite B
Royal Palm Beach, Florida 33411
Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION
For: THE HASKELL COMPANY

DRAWN: MT	SCALE: 1"=20'	DATE: 04/25/19
CHK: DAB	JOB# 18-102-3 SD6	SHEET: 7 OF 8



Dennis J. Leavy & Associates, Inc.
Land Surveyors * Mappers
460 Business Park Way * Suite B
Royal Palm Beach, Florida 33411
Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION For: THE HASKELL COMPANY		
DRAWN: MT	SCALE: 1"=20'	DATE: 04/25/19
CHK: DAB	JOB# 18-102-3 SD6	SHEET: 8 OF 8

Prepared by and Return to:

James A. Cherof, Esquire
City of Boynton Beach
P.O. Box 310
Boynton Beach, FL 33425

EASEMENT

THIS INDENTURE made this ____ day of _____, 2019, by The City of Boynton Beach, a municipality created pursuant to Chapter 166, of Florida Statutes, having an address of 3301 Quantum Boulevard, Suite 100, Boynton Beach, Florida 33435 (first party), to _____, (second party):

WITNESSETH

Whereas, the first party is the owner of property situate in Palm Beach County, Florida, and described as follows:

PCN #08-43-45-28-48-006-0000
128 East Ocean Avenue, Boynton Beach, FL

Legal Description:

A 10.00 FOOT WIDTH STRIP OF LAND LYING WITHIN A PORTION OF PARCEL 6, BOYNTON BEACH TOWN SQUARE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 127, PAGES 1 THROUGH 5 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY NORTHWEST CORNER OF SAID PARCEL 6; THENCE SOUTH 01°33'51" EAST (AS A BASIS OF BEARINGS) ALONG THE WEST LINE OF SAID PARCEL 6, A DISTANCE OF 149.66 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 13.22 FEET; THENCE SOUTH 00°41'27" EAST, A DISTANCE OF 53.19 FEET; THENCE SOUTH 82°19'41" WEST, A DISTANCE OF 12.48 FEET TO A POINT BEING ON THE WEST LINE OF SAID PARCEL 6; THENCE SOUTH 01°33'51" EAST ALONG THE WEST LINE OF SAID PARCEL 6, A DISTANCE OF 10.06 FEET; THENCE NORTH 82°19'41" EAST, A DISTANCE OF 22.40 FEET; THENCE NORTH 00°41'27" WEST, A DISTANCE OF 61.92 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 8.47 FEET; THENCE NORTH 00°00'00" WEST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 21.97 FEET TO A POINT BEING ON A LINE LYING 10.00 FEET EAST OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE WEST LINE OF SAID PARCEL 6; THENCE NORTH 01°33'51" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 149.71 FEET TO A POINT BEING ON THE NORTHWESTERLY LINE OF SAID PARCEL 6; THENCE SOUTH 44°04'15" WEST ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 6, A DISTANCE OF 13.99 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN SECTION 28, TOWNSHIP 45 SOUTH, RANGE 43 EAST, CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA.

CONTAINING 2,515 SQUARE FEET MORE OR LESS.

and,

WHEREAS, the second party desires a utility easement for construction and maintenance of utility facilities; including cable systems and/or other appropriate purposes incidental thereto, on, over and across said Property,

and,

WHEREAS, the first party is willing to grant such an easement,

NOW, THEREFORE, for and in consideration of the mutual covenants each to the other running and one dollar and other good and valuable considerations, the first party does hereby grant unto the party of the second part, its successors and assigns, full and free right and authority to construct, maintain, repair, install and rebuild facilities for above stated purposes and does hereby grant a perpetual easement, on over and across the above described property for said purposes.

IN WITNESS WHEREOF, the first party has caused these presents to be duly executed in its name and its corporate seal to be hereto affixed, attested by its proper officers hereunto duly authorized, the day and year first above written.

Signed, sealed and delivered
In the presence of:

CITY OF BOYNTON BEACH

Signature

By:_____

Print Name

Printed Name: Steven B. Grant
Its: Mayor

Signature

Print Name

STATE OF FLORIDA

COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Steven B. Grant, Mayor of The City of Boynton Beach, named as first party in the foregoing Easement and that he severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily.

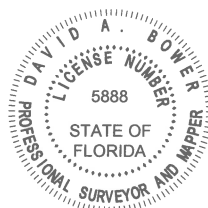
WITNESS my hand and official seal in the Country and State last aforesaid this _____ day of _____, 2019.

Notary Public in and for the
State and County aforesaid.

My commission expires:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION. I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17.050 THROUGH 5J-17.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

4/25/19
David A. Bower



DAVID A. BOWER
PROFESSIONAL SURVEYOR & MAPPER
STATE OF FLORIDA
CERTIFICATE NO. LS 5888

DESCRIPTION:

A 10.00 FOOT WIDTH STRIP OF LAND LYING WITHIN A PORTION OF PARCEL 6, BOYNTON BEACH TOWN SQUARE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 127, PAGES 1 THOUGH 5 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY NORTHWEST CORNER OF SAID PARCEL 6; THENCE SOUTH 01°33'51" EAST (AS A BASIS OF BEARINGS) ALONG THE WEST LINE OF SAID PARCEL 6, A DISTANCE OF 149.66 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 13.22 FEET; THENCE SOUTH 00°41'27" EAST, A DISTANCE OF 53.19 FEET; THENCE SOUTH 82°19'41" WEST, A DISTANCE OF 12.48 FEET TO A POINT BEING ON THE WEST LINE OF SAID PARCEL 6; THENCE SOUTH 01°33'51" EAST ALONG THE WEST LINE OF SAID PARCEL 6, A DISTANCE OF 10.06 FEET; THENCE NORTH 82°19'41" EAST, A DISTANCE OF 22.40 FEET; THENCE NORTH 00°41'27" WEST, A DISTANCE OF 61.92 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 8.47 FEET; THENCE NORTH 00°00'00" WEST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 21.97 FEET TO A POINT BEING ON A LINE LYING 10.00 FEET EAST OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE WEST LINE OF SAID PARCEL 6; THENCE NORTH 01°33'51" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 149.71 FEET TO A POINT BEING ON THE NORTHWESTERLY LINE OF SAID PARCEL 6; THENCE SOUTH 44°04'15" WEST ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 6, A DISTANCE OF 13.99 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN SECTION 28, TOWNSHIP 45 SOUTH, RANGE 43 EAST, CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA.

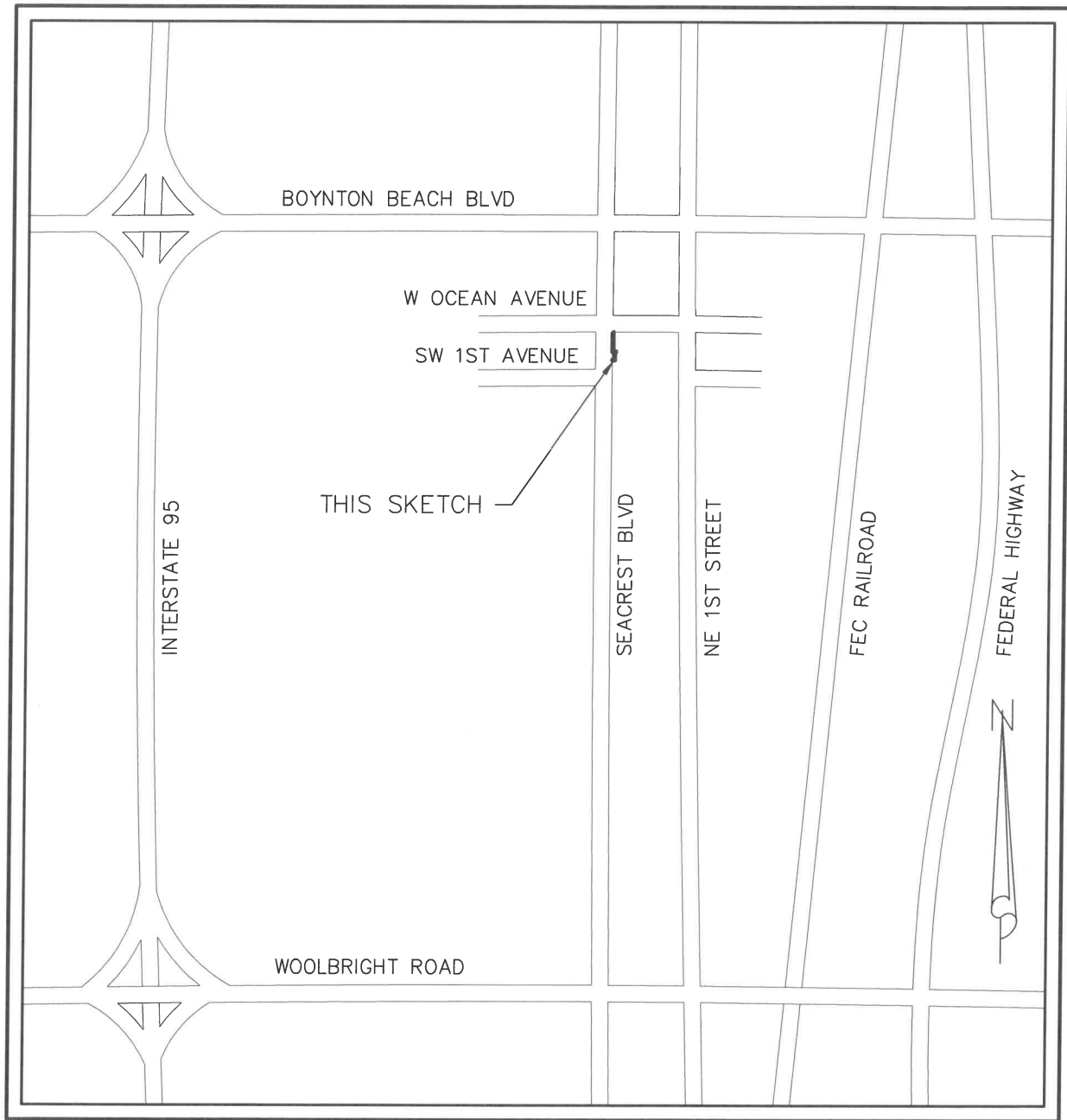
CONTAINING 2,515 SQUARE FEET MORE OR LESS.

Dennis J. Leavy & Associates, Inc.
Land Surveyors * Mappers

460 Business Park Way * Suite B
Royal Palm Beach, Florida 33411
Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION
For: THE HASKELL COMPANY

DRAWN: MT	SCALE: N/A	DATE: 04/25/19
CHK: DAB	JOB# 18-102-3 SD3	SHEET: 1 OF 5



LOCATION MAP (FOR REFERENCE ONLY)
NOT TO SCALE

Dennis J. Leavy & Associates, Inc.
Land Surveyors * Mappers
460 Business Park Way * Suite B
Royal Palm Beach, Florida 33411
Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION
For: THE HASKELL COMPANY

DRAWN: MT	SCALE: N/A	DATE: 04/25/19
CHK: DAB	JOB# 18-102-3 SD3	SHEET: 2 OF 5

SURVEYOR'S NOTES:

1. BEARINGS DEPICTED HEREON ARE RELATIVE TO THE WEST LINE OF PARCEL 6 OF THE PLAT OF BOYNTON BEACH TOWN SQUARE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 127, PAGE 1 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. SAID LINE HAVING A BEARING OF NORTH 01°33'51" WEST.
2. THIS INSTRUMENT NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THE UNDERSIGNED MAKES NO REPRESENTATIONS OR GUARANTEES AS TO THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, AGREEMENTS AND OTHER MATTERS, AND FURTHER, THIS INSTRUMENT IS NOT INTENDED TO REFLECT OR SET FORTH ALL SUCH MATTERS. SUCH INFORMATION SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY AND/OR EASEMENTS OF RECORD.
4. THE LICENSED BUSINESS NUMBER FOR DENNIS J. LEAVY & ASSOCIATES INC. IS LB #6599, THE CERTIFYING SURVEYORS (DAVID A. BOWER) LICENSE NUMBER IS LS #5888.
5. THIS IS NOT A SURVEY.

PLAT LEGEND:

- (P1) BOYNTON HEIGHTS
(P.B. 6, PG 5, P.B.C.R.)
- (P2) BOYNTON HEIGHTS ADDITION
(P.B. 10, PG 64, P.B.C.R.)
- (P3) BOYNTON BEACH TOWN SQUARE
(P.B. 127, PGS 1-5, P.B.C.R.)

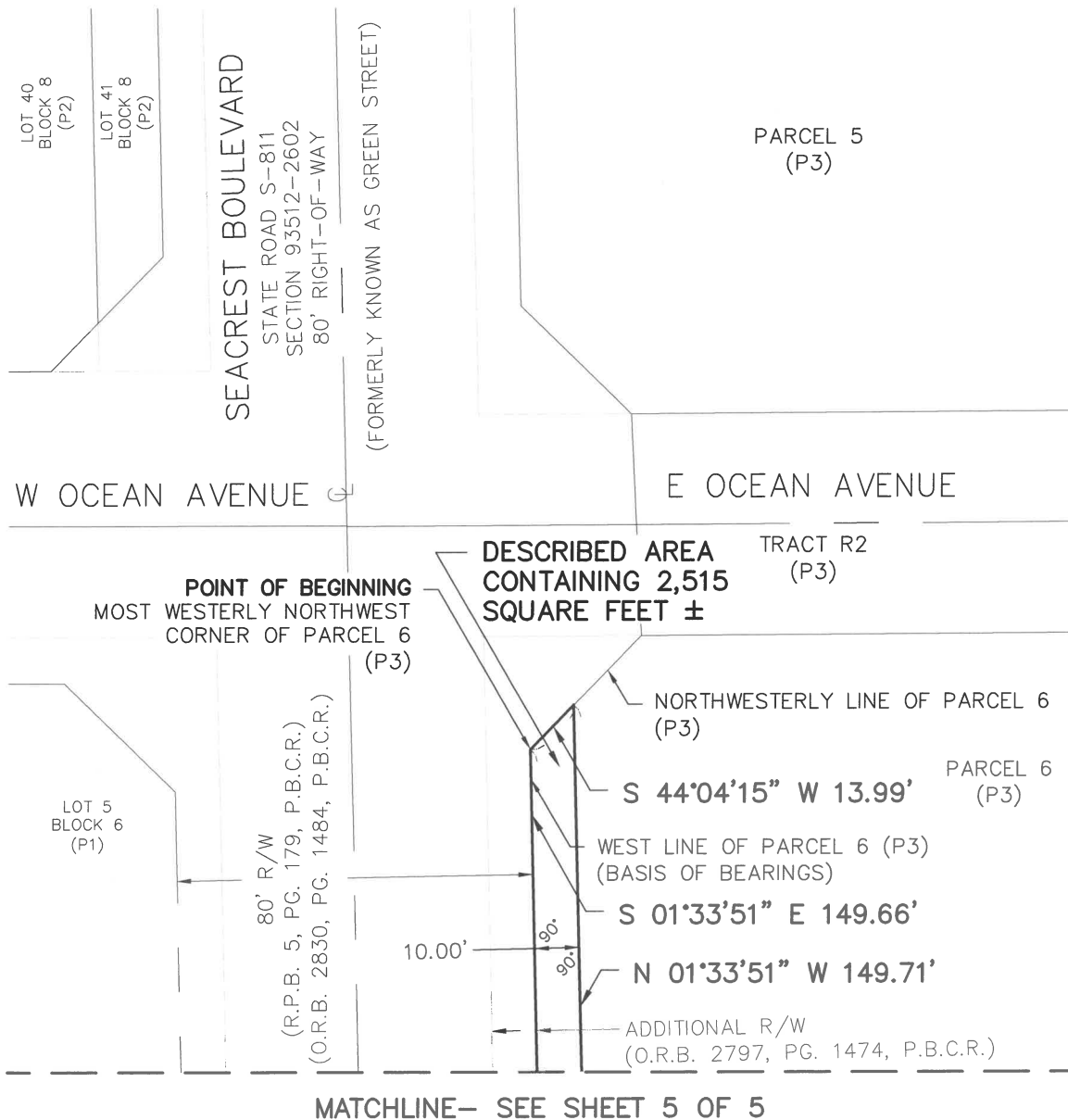
LEGEND:

- O.R.B. = OFFICIAL RECORDS BOOK
PG. = PAGE
P.B. = PLAT BOOK
P.B.C.R. = PALM BEACH COUNTY RECORDS
RNG = RANGE
R/W = RIGHT-OF-WAY
R.P.B. = ROAD PLAT BOOK
SEC = SECTION
TWN = TOWNSHIP
± = MORE OR LESS

Dennis J. Leavy & Associates, Inc.
Land Surveyors * Mappers
460 Business Park Way * Suite B
Royal Palm Beach, Florida 33411
Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION
For: THE HASKELL COMPANY

DRAWN: MT	SCALE: N/A	DATE: 04/25/19
CHK: DAB	JOB# 18-102-3 SD3	SHEET: 3 OF 5



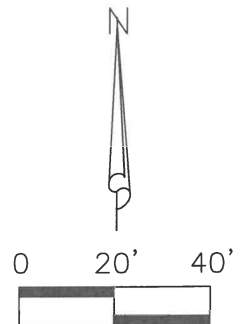
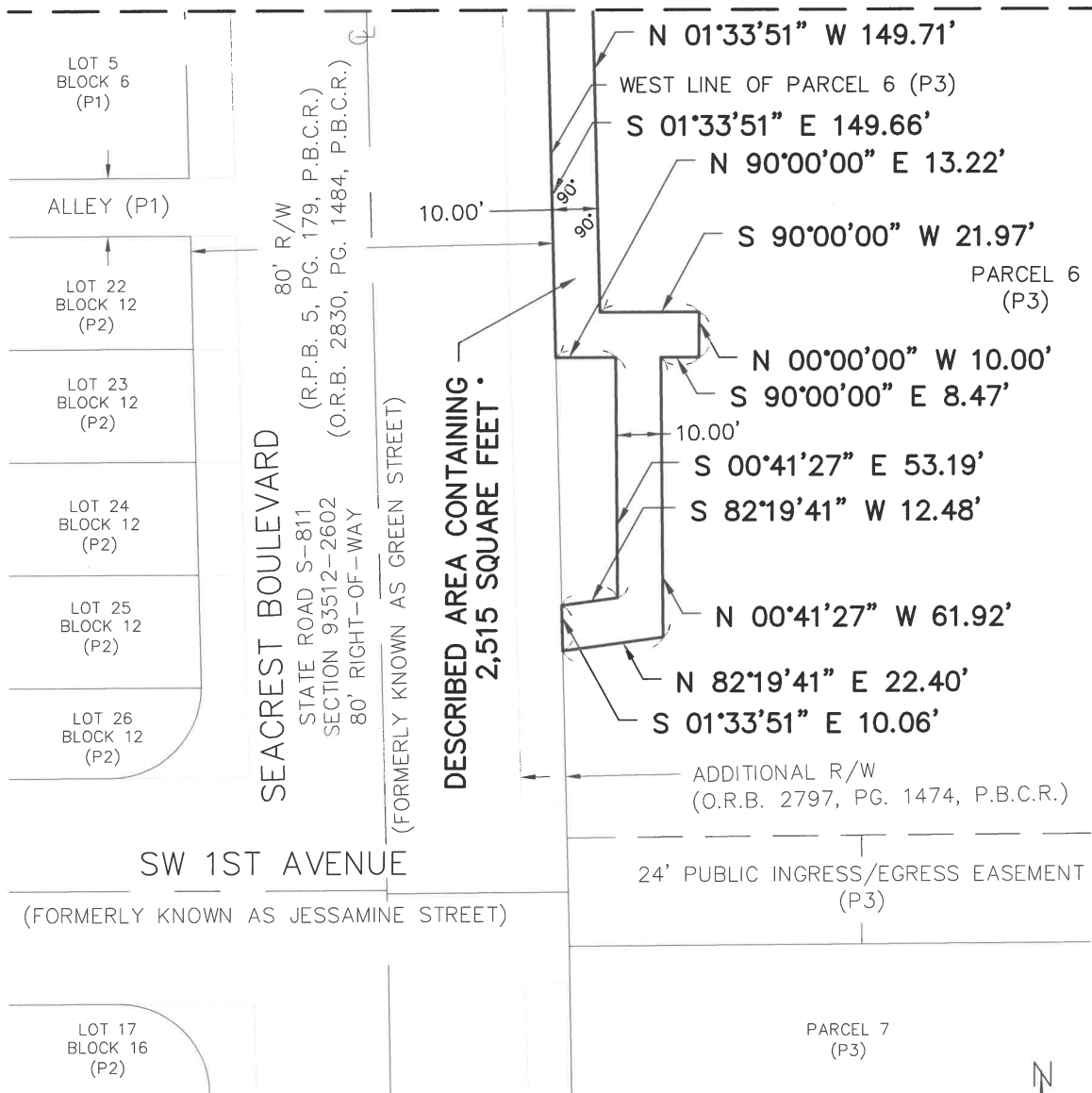
GRAPHIC SCALE IN FEET
SCALE: 1" = 40'

Dennis J. Leavy & Associates, Inc.
Land Surveyors * Mappers
460 Business Park Way * Suite B
Royal Palm Beach, Florida 33411
Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION
For: THE HASKELL COMPANY

DRAWN: MT	SCALE: 1"=40'	DATE: 04/25/19
CHK: DAB	JOB# 18-102-3 SD3	SHEET: 4 OF 5

MATCHLINE— SEE SHEET 4 OF 5



GRAPHIC SCALE IN FEET
SCALE: 1" = 40'

Dennis J. Leavy & Associates, Inc.
Land Surveyors * Mappers
460 Business Park Way * Suite B
Royal Palm Beach, Florida 33411
Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION
For: THE HASKELL COMPANY

DRAWN: MT	SCALE: 1"=40'	DATE: 04/25/19
CHK: DAB	JOB# 18-102-3 SD3	SHEET: 5 OF 5

Prepared by and Return to:

James A. Cherof, Esquire
City of Boynton Beach
P.O. Box 310
Boynton Beach, FL 33425

EASEMENT

THIS INDENTURE made this ____ day of _____, 2019, by The City of Boynton Beach, a municipality created pursuant to Chapter 166, of Florida Statutes, having an address of 3301 Quantum Boulevard, Suite 100, Boynton Beach, Florida 33435 (first party), to _____, (second party):

WITNESSETH

Whereas, the first party is the owner of property situate in Palm Beach County, Florida, and described as follows:

PCN #08-43-45-28-48-006-0000
128 East Ocean Avenue, Boynton Beach, FL

Legal Description:

A VARIABLE WIDTH STRIP OF LAND LYING WITHIN A PORTION OF PARCEL 6, BOYNTON BEACH TOWN SQUARE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 127, PAGES 1 THROUGH 5 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL 6; THENCE NORTH 01°03'51" WEST (AS A BASIS OF BEARINGS) ALONG THE WEST LINE OF SAID PARCEL 6, A DISTANCE OF 3.00 FEET TO A POINT BEING ON A LINE LYING 3.00 FEET NORTH OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE SOUTH LINE OF SAID PARCEL 6; THENCE NORTH 89°42'10" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 431.67 FEET; THENCE NORTH 00°17'50" WEST, A DISTANCE OF 34.83 FEET TO A POINT HEREINAFTER REFERRED TO AS REFERENCE POINT "A"; THENCE NORTH 89°42'10" EAST, A DISTANCE OF 78.10 FEET TO A POINT BEING ON THE EAST LINE OF SAID PARCEL 6; THENCE SOUTH 01°22'44" EAST ALONG THE EAST LINE OF SAID PARCEL 6, A DISTANCE OF 37.84 FEET TO THE SOUTH LINE OF SAID PARCEL 6; THENCE SOUTH 89°42'10" WEST ALONG THE SOUTH LINE OF SAID PARCEL 6, A DISTANCE OF 510.45 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND:

COMMENCING AT THE AFORESAID REFERENCE POINT "A"; THENCE SOUTH 52°59'26" EAST, A DISTANCE OF 16.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°17'50" EAST A DISTANCE OF 24.83 FEET TO A POINT BEING ON A LINE LYING 3.00 FEET NORTH OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE SOUTH LINE OF SAID PARCEL 6; THENCE NORTH 89°42'10" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 53.63 FEET TO A POINT BEING ON A LINE LYING 12.00 FEET WEST OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE EAST LINE OF SAID PARCEL 6; THENCE NORTH 01°22'44" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 24.83 FEET; THENCE SOUTH 89°42'10" WEST, A DISTANCE OF 53.16 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN SECTION 28, TOWNSHIP 45 SOUTH, RANGE 43 EAST, CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA.

CONTAINING 2,937 SQUARE FEET MORE OR LESS.

and,

WHEREAS, the second party desires a utility easement for construction and maintenance of utility facilities; including cable systems and/or other appropriate purposes incidental thereto, on, over and across said Property,
and,

WHEREAS, the first party is willing to grant such an easement,

NOW, THEREFORE, for and in consideration of the mutual covenants each to the other running and one dollar and other good and valuable considerations, the first party does

hereby grant unto the party of the second part, its successors and assigns, full and free right and authority to construct, maintain, repair, install and rebuild facilities for above stated purposes and does hereby grant a perpetual easement, on over and across the above described property for said purposes.

IN WITNESS WHEREOF, the first party has caused these presents to be duly executed in its name and its corporate seal to be hereto affixed, attested by its proper officers hereunto duly authorized, the day and year first above written.

Signed, sealed and delivered
In the presence of:

CITY OF BOYNTON BEACH

Signature

By: _____

Print Name

Printed Name: Steven B. Grant
Its: Mayor

Signature

Print Name

STATE OF FLORIDA

COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Steven B. Grant, Mayor of The City of Boynton Beach, named as first party in the foregoing Easement and that he severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily.

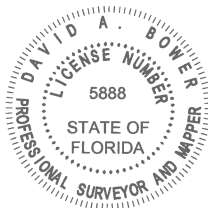
WITNESS my hand and official seal in the Country and State last aforesaid this _____ day of _____, 2019.

Notary Public in and for the
State and County aforesaid.

My commission expires:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION. I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17.050 THROUGH 5J-17.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

4/25/19
David A. Bower



DAVID A. BOWER
PROFESSIONAL SURVEYOR & MAPPER
STATE OF FLORIDA
CERTIFICATE NO. LS 5888

DESCRIPTION:

A VARIABLE WIDTH STRIP OF LAND LYING WITHIN A PORTION OF PARCEL 6, BOYNTON BEACH TOWN SQUARE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 127, PAGES 1 THOUGH 5 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL 6; THENCE NORTH 01°03'51" WEST (AS A BASIS OF BEARINGS) ALONG THE WEST LINE OF SAID PARCEL 6, A DISTANCE OF 3.00 FEET TO A POINT BEING ON A LINE LYING 3.00 FEET NORTH OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE SOUTH LINE OF SAID PARCEL 6; THENCE NORTH 89°42'10" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 431.67 FEET; THENCE NORTH 00°17'50" WEST, A DISTANCE OF 34.83 FEET TO A POINT HEREINAFTER REFERRED TO AS REFERENCE POINT "A"; THENCE NORTH 89°42'10" EAST, A DISTANCE OF 78.10 FEET TO A POINT BEING ON THE EAST LINE OF SAID PARCEL 6; THENCE SOUTH 01°22'44" EAST ALONG THE EAST LINE OF SAID PARCEL 6, A DISTANCE OF 37.84 FEET TO THE SOUTH LINE OF SAID PARCEL 6; THENCE SOUTH 89°42'10" WEST ALONG THE SOUTH LINE OF SAID PARCEL 6, A DISTANCE OF 510.45 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND:

COMMENCING AT THE AFORESAID REFERENCE POINT "A"; THENCE SOUTH 52°59'26" EAST, A DISTANCE OF 16.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°17'50" EAST A DISTANCE OF 24.83 FEET TO A POINT BEING ON A LINE LYING 3.00

DESCRIPTION CONTINUED ON SHEET 2 OF 6

Dennis J. Leavy & Associates, Inc.
Land Surveyors * Mappers

460 Business Park Way * Suite B
Royal Palm Beach, Florida 33411
Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION
For: THE HASKELL COMPANY

DRAWN: MT	SCALE: N/A	DATE: 04/25/19
CHK: DAB	JOB# 18-102-3 SD5	SHEET: 1 OF 6

DESCRIPTION (CONTINUED):

FEET NORTH OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE SOUTH LINE OF SAID PARCEL 6; THENCE NORTH 89°42'10" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 53.63 FEET TO A POINT BEING ON A LINE LYING 12.00 FEET WEST OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE EAST LINE OF SAID PARCEL 6; THENCE NORTH 01°22'44" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 24.83 FEET; THENCE SOUTH 89°42'10" WEST, A DISTANCE OF 53.16 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN SECTION 28, TOWNSHIP 45 SOUTH, RANGE 43 EAST, CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA.

CONTAINING 2,937 SQUARE FEET MORE OR LESS.

SURVEYOR'S NOTES:

1. BEARINGS DEPICTED HEREON ARE RELATIVE TO THE WEST LINE OF PARCEL 6 OF THE PLAT OF BOYNTON BEACH TOWN SQUARE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 127, PAGE 1 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. SAID LINE HAVING A BEARING OF NORTH 01°03'51" WEST.
2. THIS INSTRUMENT NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THE UNDERSIGNED MAKES NO REPRESENTATIONS OR GUARANTEES AS TO THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, AGREEMENTS AND OTHER MATTERS, AND FURTHER, THIS INSTRUMENT IS NOT INTENDED TO REFLECT OR SET FORTH ALL SUCH MATTERS. SUCH INFORMATION SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY AND/OR EASEMENTS OF RECORD.
4. THE LICENSED BUSINESS NUMBER FOR DENNIS J. LEAVY & ASSOCIATES INC. IS LB #6599, THE CERTIFYING SURVEYORS (DAVID A. BOWER) LICENSE NUMBER IS LS #5888.
5. THIS IS NOT A SURVEY.

LEGEND:

O.R.B. = OFFICIAL RECORDS BOOK
PG. = PAGE
P.B. = PLAT BOOK
P.B.C.R. = PALM BEACH COUNTY RECORDS
RNG = RANGE
R/W = RIGHT-OF-WAY
R.P.B. = ROAD PLAT BOOK
SEC = SECTION
TWN = TOWNSHIP
± = MORE OR LESS

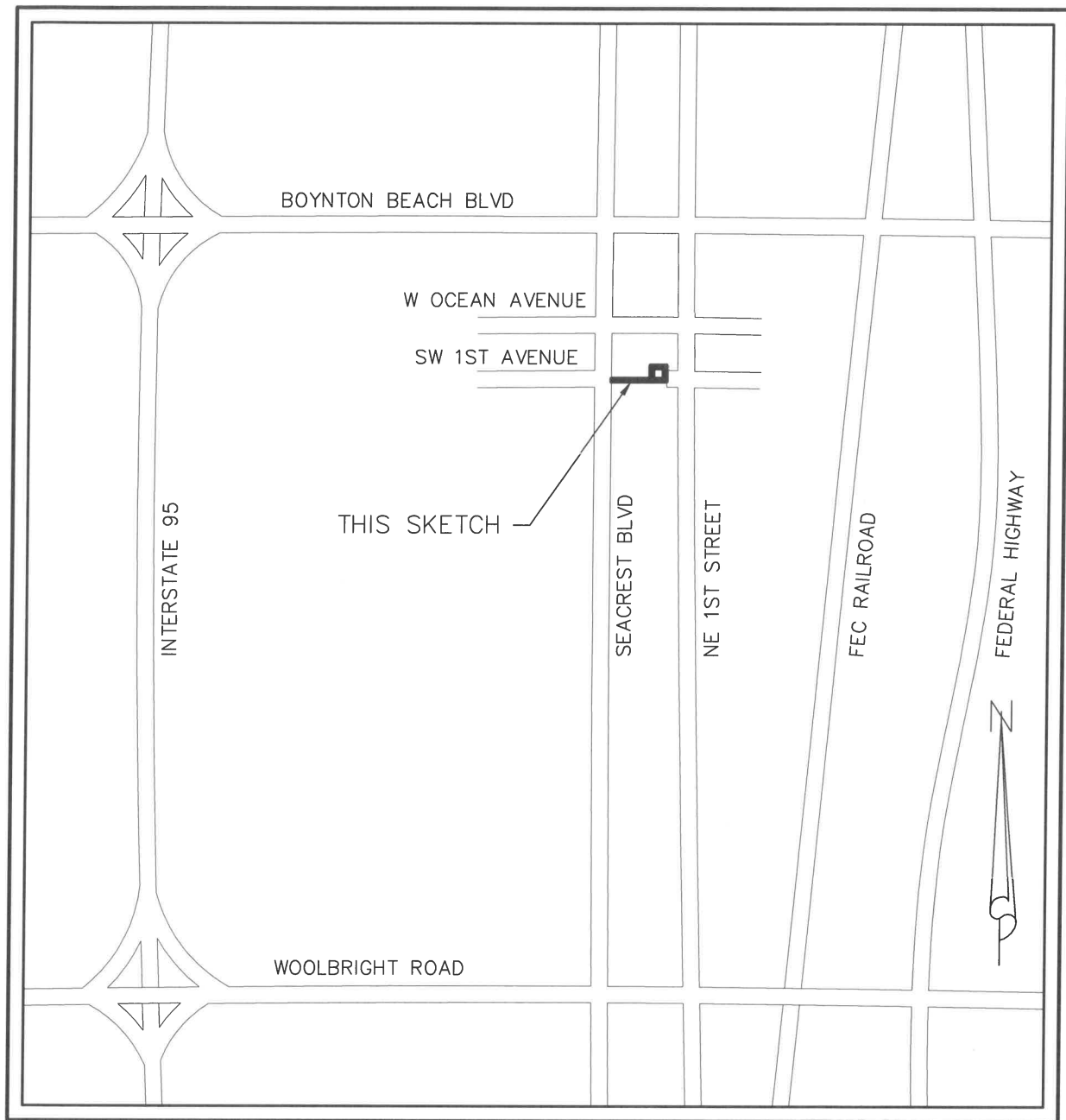
PLAT LEGEND:

(P1) PLAT OF SAWYER'S ADDITION TO
THE TOWN OF BOYNTON
(P.B. 1, PG 69, P.B.C.R.)
(P2) BOYNTON BEACH TOWN SQUARE
(P.B. 127, PGS 1-5, P.B.C.R.)

Dennis J. Leavy & Associates, Inc.
Land Surveyors * Mappers
460 Business Park Way * Suite B
Royal Palm Beach, Florida 33411
Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION
For: THE HASKELL COMPANY

DRAWN: MT	SCALE: N/A	DATE: 04/25/19
CHK: DAB	JOB# 18-102-3 SD5	SHEET: 2 OF 6

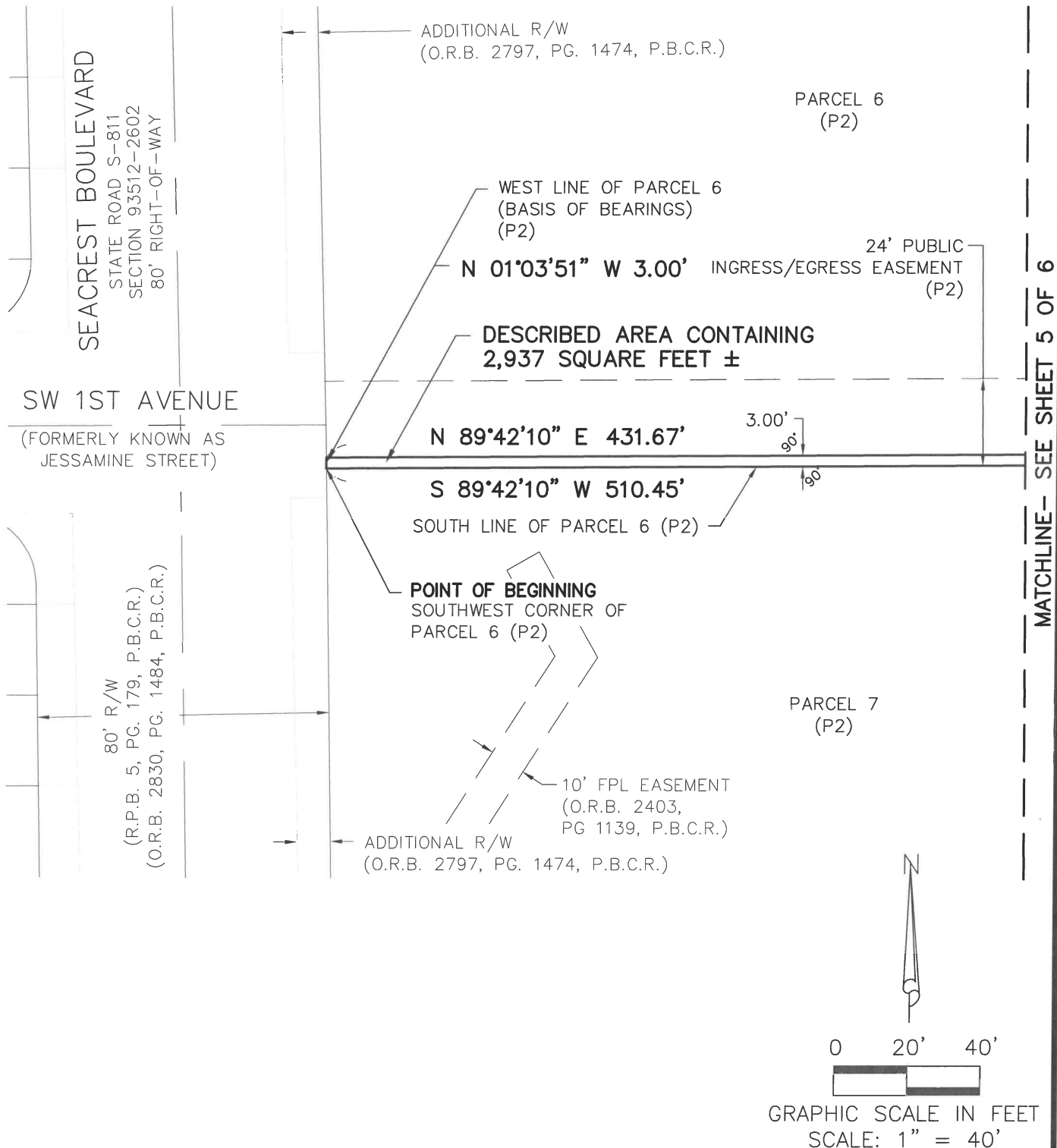


LOCATION MAP (FOR REFERENCE ONLY)
NOT TO SCALE

Dennis J. Leavy & Associates, Inc.
Land Surveyors * Mappers
460 Business Park Way * Suite B
Royal Palm Beach, Florida 33411
Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION
For: THE HASKELL COMPANY

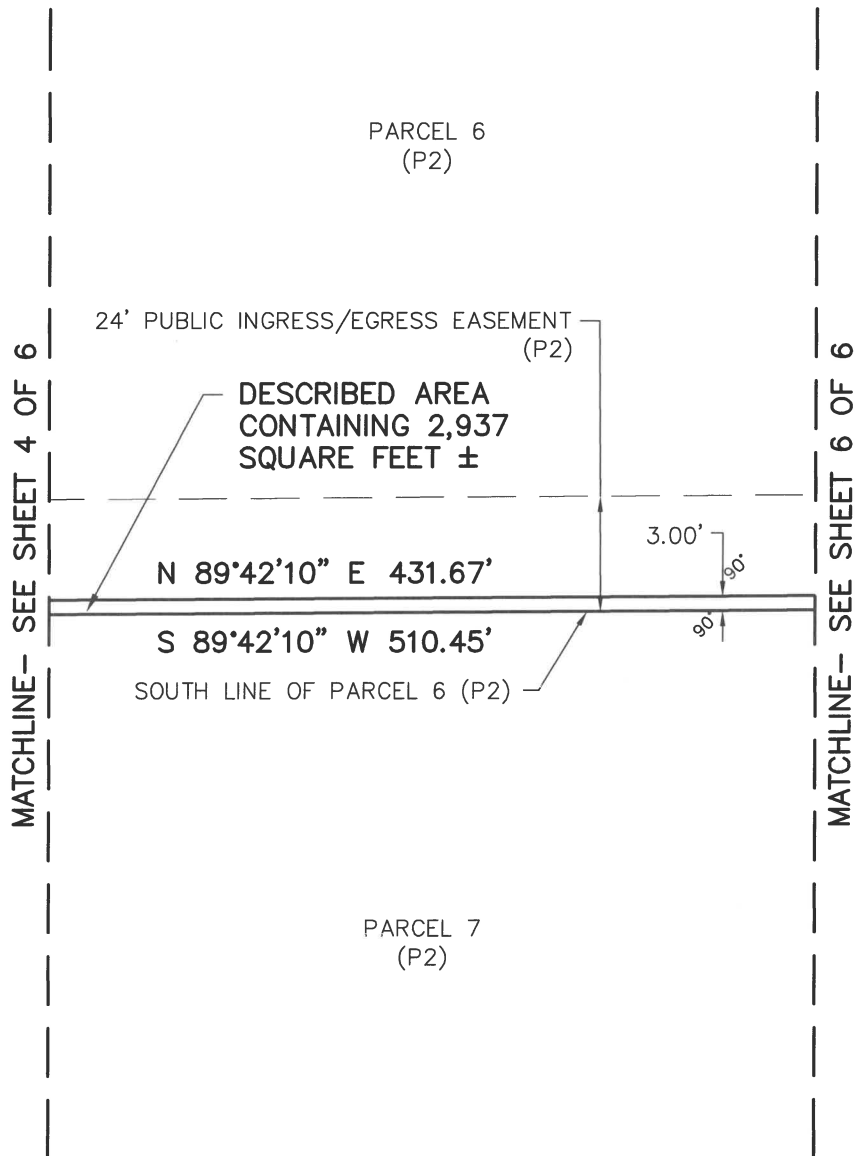
DRAWN: MT	SCALE: N/A	DATE: 04/25/19
CHK: DAB	JOB# 18-102-3 SD5	SHEET: 3 OF 6



Dennis J. Leavy & Associates, Inc.
Land Surveyors * Mappers
460 Business Park Way * Suite B
Royal Palm Beach, Florida 33411
Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION
For: THE HASKELL COMPANY

DRAWN: MT	SCALE: 1"=40'	DATE: 04/25/19
CHK: DAB	JOB# 18-102-3 SD5	SHEET: 4 OF 6



Dennis J. Leavy & Associates, Inc.
Land Surveyors * Mappers

460 Business Park Way * Suite B
Royal Palm Beach, Florida 33411
Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION
For: THE HASKELL COMPANY

DRAWN: MT

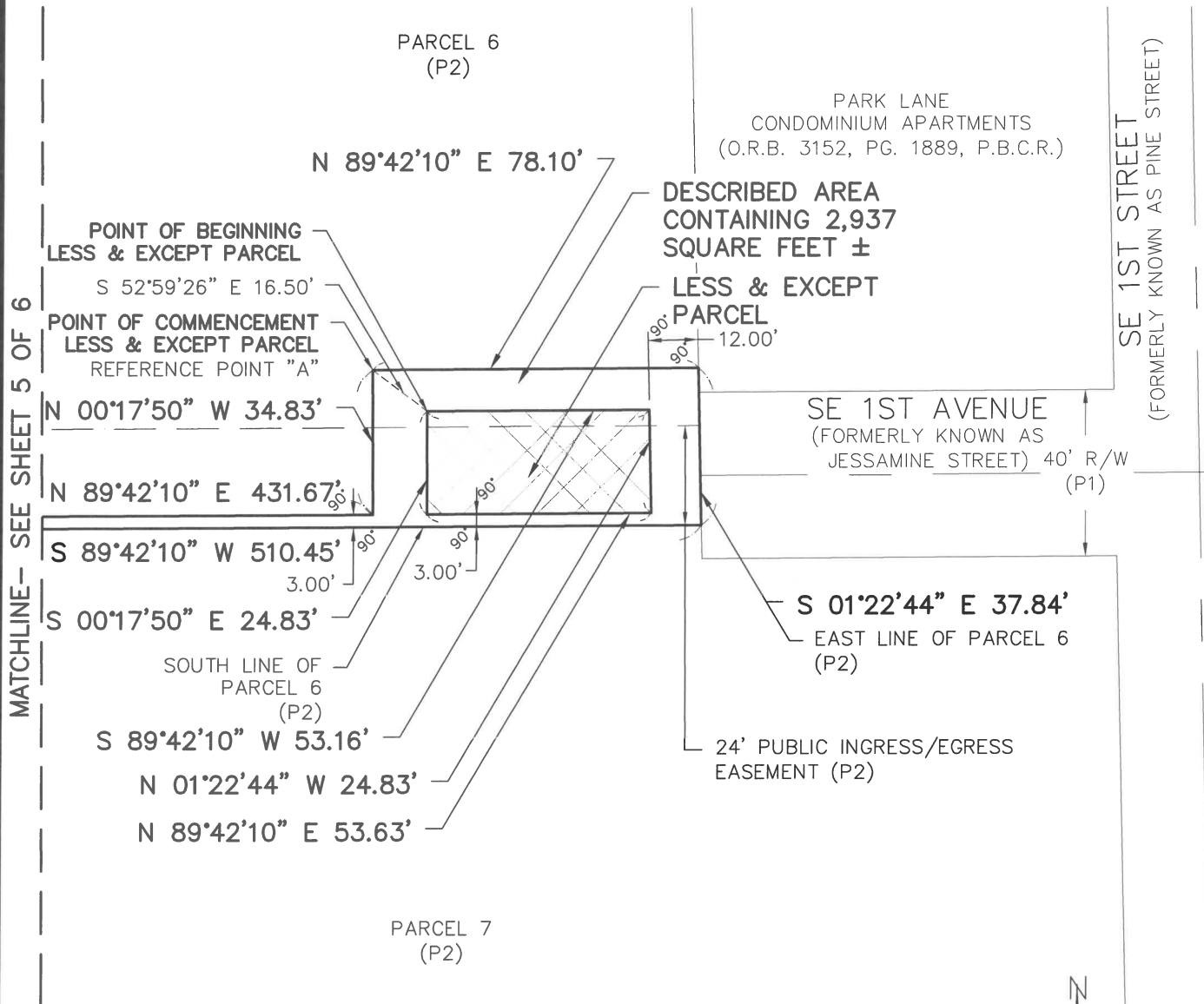
SCALE: 1"=40'

DATE: 04/25/19

CHK: DAB

JOB# 18-102-3 SD5

SHEET: 5 OF 6



Dennis J. Leavy & Associates, Inc.
Land Surveyors * Mappers
460 Business Park Way * Suite B
Royal Palm Beach, Florida 33411
Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION
For: THE HASKELL COMPANY

DRAWN: MT	SCALE: 1"=40'	DATE: 04/25/19
CHK: DAB	JOB# 18-102-3 SD5	SHEET: 6 OF 6



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/4/2019

REQUESTED ACTION BY COMMISSION:

PROPOSED RESOLUTION NO. R19-061 - Approve the award of the City of Boynton Beach Entrepreneurship and Business Incubation Grant to the first ranked grant applicant for each of the six grant categories and authorize the City Manager to sign Grant Agreements with the six (6) recipients.

EXPLANATION OF REQUEST:

The Boynton Beach Entrepreneurship and Business Incubation Grant program provides funding to new and existing business incubators and working groups on entrepreneurship to undertake startup growth activities and studies.

Business incubation is a tool for the creation of a competitive small business sector. Business incubators provide fledgling businesses with shared access to infrastructure, data and information, communication technologies, and access to business services, financed, and mentoring and coaching during their critical start-up period. They have enable job and small enterprise creation, as well as the commercialization of innovation with immense social value.

The City is seeking to support new and existing business incubators located within the City. This grant will also support working groups on entrepreneurship that focus on the empowerment of women, youth, technology enterprise development, and intra-regional knowledge sharing and partnership opportunities.

There are a total of six (6) grant opportunities that have been divided into two categories.

Grant Type	Category	Funding Amount (Max)
Existing Business Incubator	1(a)	\$20,000
Establishment of New Business Incubator	1(b)	\$20,000
Working Groups on Entrepreneurship for Women	2	\$2,500
Working Groups on Entrepreneurship for and Youth	2	\$2,500
Working Groups on Entrepreneurship for Technology	2	\$2,500
Working Groups on Regional Networks for Entrepreneurship	2	\$2,500

The City publicized the grant opportunity through its website and social media, a press release, direct email to stakeholder partners such as the Business Development Board, Boca/Boynton Beach Chamber of Commerce, Palm Beach State College, South Tech, and others.

The grant application opened on April 3, 2019 and closed on May 3, 2019.

Seven organizations responded.

An internal team of city staff was formed to evaluate each grant submitted based on the published evaluation criteria for each grant category. Once all grant applications were received, they were distributed to the grant evaluation team for independent review and scoring. The total scores were tallied and ranked as follows:

Category 1(a) Existing Business Incubator

1st - GBDC Entrepreneurship Institute

Category 1(b) Establishment of New Business Incubator:

1st - 1909

2nd - Referral AIM

3rd - Beach Labs, Inc.

Category 2 Working Group on Entrepreneurship for Women

1st - Be.Lead.Grow., LLC,

2nd - Goddess School

Category 2 Working Group on Entrepreneurship for Youth

1st - Connect to Greatness, Inc.

Category 2 Working Group on Entrepreneurship for Technology

1st - 1909

Category 2 Working Group on Regional Networks on Entrepreneurship

1st - 1909

The City receive a single grant application for each of the following categories: Existing Business Incubator, Working Groups on Entrepreneurship for Youth, Technology, and Regional Networks.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? Approval of staff's recommendations would allow the City's Department of Economic Development and Strategy to support new and existing business incubators located within the City that will help create a competitive small business sector, support job and small business creation, and build a foundation of support and access to resources that will allow established and start-up small businesses to succeed now and in the future.

FISCAL IMPACT: Budgeted Budgeted. The City budgeted \$50,000 for the Entrepreneurship and Business Incubation Grant Program. Within the grant program, \$40,000 will be distributed to Business Incubators, \$20,000 for an Established Business Incubator and \$20,000 for the Establishment of New Business Incubator. The remaining \$10,000 will be divided into 4 individual grants of \$2,500. Each \$2,500 grant will go to Working Groups on Entrepreneurship in a given focus area. The City has established four focus areas in entrepreneurship: Women, Youth, Technology, and Regional Networks for Entrepreneurship.

ALTERNATIVES: Do not approve grant recommendations.

STRATEGIC PLAN: Building Wealth in the Community

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? Yes

Grant Amount: \$50,000

ATTACHMENTS:

Type	Description
▢ Resolution	Resolution approving the award and authorizing City Manager to sign Grant Agreements with six grant recipients
▢ Agreement	Form Grant Agreement
▢ Grant Application	Entrepreneurship and Business Incubation Grant Program
▢ Attachment	Grant Application Scoring and Rankings - Saleica Brown
▢ Attachment	Grant Application Scoring and Rankings - John Durgan
▢ Attachment	Grant Application Scoring and Rankings - Debbie Majors
▢ Grant Application	1909 Grant Application
▢ Grant Application	Be.Lead.Grow., LLC Grant Application
▢ Grant Application	Beach Labs, Inc. Grant Application
▢ Grant Application	Connect to Greatness, Inc. Grant Application
▢ Grant Application	GBDC Entrepreneurship Institute Grant Application
▢ Grant Application	Goddess School Grant Application
▢ Grant Application	Referral AIM Grant Application

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE AWARD AND AUTHORIZING THE CITY MANAGER TO SIGN GRANT AGREEMENTS WITH THE SIX (6) GRANT RECIPIENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Boynton Beach Entrepreneurship and Business Incubation Grant program provides funding to new and existing business incubators and working groups on entrepreneurship to undertake startup growth activities and studies; and

WHEREAS, the City is seeking to support new and existing business incubators located within the City; and

WHEREAS, this grant will also support working groups on entrepreneurship that focus on the empowerment of women, youth, technology enterprise development, and intra-regional knowledge sharing and partnership opportunities; and

WHEREAS, City Staff is recommending to approve the awards and authorize the City Manager to sign Grant Agreements in the form attached hereto with each of the six (6) Grant Recipients.

**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 approve the grant awards and authorize the City Manager to sign Grant Agreements in the form attached hereto as Exhibit “A”, with each of the six (6) recipients.

29

30 Section 3. This Resolution will become effective immediately upon passage.

31 **PASSED AND ADOPTED** this ____ day of _____, 2019.

32

33

CITY OF BOYNTON BEACH, FLORIDA

34

35

YES NO

36

37

Mayor – Steven B. Grant

38

39

Vice Mayor – Justin Katz

40

41

Commissioner – Mack McCray

42

43

Commissioner – Christina L. Romelus

44

45

Commissioner – Ty Penserga

46

47

48

VOTE

49

50 ATTEST:

51

52

53

54

Judith A. Pyle, CMC

55

City Clerk

56

57

58

59

(Corporate Seal)

60

**CITY OF BOYNTON BEACH
GRANT AGREEMENT**

THIS AGREEMENT is made this ____ day of _____, 2019, by and between the **CITY OF BOYNTON BEACH**, a Florida municipal corporation, hereinafter referred to as "CITY," and _____, hereinafter referred to as "Grantee."

W I T N E S S E T H:

WHEREAS, it is the policy of the CITY to stimulate and encourage economic growth within the CITY's municipal boundaries; and

WHEREAS, The Boynton Beach Entrepreneurship and Business Incubation Grant program provides City funding for new and existing business incubators and working groups on entrepreneurship to undertake startup growth activities and studies; and

WHEREAS, the CITY has determined that it is in the public's best interest, and that it serves a municipal and public purpose, to award a grant to the GRANTEE pursuant to the terms of this Agreement.

WHEREAS, in order to justify the expenditure of public funds and secure the public's interest in the GRANTEE's fulfillment of its obligations, it is the intent of the CITY to enter into this Agreement with the GRANTEE to insure GRANTEE's performance of its obligations pursuant to the CITY's grant program.

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, the parties hereby agree as follows:

I. GRANTEE'S PERFORMANCE OBLIGATIONS

- A. GRANTEE agrees that it will perform the business activities as more specifically set forth in GRANTEE's Grant Application. Representations contained in the Application are deemed material representation of the GRANTEE and failure to perform the services and tasks set forth in the Applicant constitutes a breach of this Agreement. GRANTEE agrees that it is solely liable to the CITY for performance under this Agreement, and that, in the event of default as solely determined by the City, GRANTEE will, as more specifically set forth herein, refund to the CITY monies paid pursuant to this Agreement.
- B. GRANTEE hereby certifies that it has or will retain adequate staff to oversee execution of its performance obligations under this Agreement, and that execution of each of these performance obligations is consistent with GRANTEE's mission.

II. PAYMENT PROCEDURES, CONDITIONS

- A. The Grant funds available pursuant to this Agreement will be paid by the CITY to the GRANTEE only after the GRANTEE provides the documentation as required by the CITY.
- B. If the GRANTEE fails to comply with any of the provisions of this Agreement, the CITY may withhold, temporarily or permanently, all, or any, unpaid portion of the funds upon giving written notice to the GRANTEE, and/or terminate this Agreement and the CITY shall have no further funding obligation to the GRANTEE under this Agreement.
- C. The GRANTEE shall repay the CITY for all unauthorized, illegal or unlawful receipt of funds, including unlawful and/or unauthorized receipt of funds discovered after the expiration of this Agreement. The GRANTEE shall also be liable to reimburse the CITY for any lost or stolen funds.
- D. In the event the GRANTEE ceases to exist, or ceases or suspends its operation for any reason, any remaining unpaid portion of this Agreement shall be retained by the CITY and the CITY shall have no further funding obligation to GRANTEE with regard to those unpaid funds. The determination that the GRANTEE has ceased or suspended its operation shall be made solely by the CITY and GRANTEE, its successors or assigns in interest, agrees to be bound by the CITY's determination.
- E. Funds which are to be repaid to the CITY pursuant to this Agreement, are to be repaid by delivering to the CITY a cashier's check for the total amount due payable to the City of Boynton Beach within thirty (30) days of the CITY's demand.
- F. All corporate or partnership officers and members of GRANTEE are individually and severally responsible for refunding grant funds to the CITY in the event of a default.
- G. The above provisions do not waive any rights of the CITY or preclude the CITY from pursuing any other remedy which may be available to it under law. Nothing contained herein shall act as a limitation of the CITY's right to be repaid in the event the GRANTEE fails to comply with the terms of this Agreement.

III. DEFAULT/TERMINATION

- A. In the event that a party fails to comply with the terms of this Contract, other than payment of funds, then the non-defaulting party shall provide to the defaulting party notice of the default and the defaulting party shall have ten (10) days within which to initiate action to correct the default and thirty (30) days within which to cure the default to the satisfaction of the non-defaulting party.
- B. In the event that the defaulting party fails to cure the default, the non-defaulting party shall have the right to terminate this Contract. The effective date of the termination shall be the date of the notice of termination.

IV. REPORTING REQUIREMENTS

GRANTEE agrees to submit performance reports to the CITY within five (5) business days of a written request by the City.

V. GRANT AMOUNT

The total grant is _____ Thousand Dollars (\$_____).

VI. FINANCIAL ACCOUNTABILITY, REPORTS AND AUDITS

The CITY may have a financial system analysis and an internal fiscal control evaluation of the GRANTEE performed by City staff or an independent auditing firm employed by the CITY at any time the CITY deems necessary to determine the capability of the GRANTEE to fiscally manage the grant award. Upon completion of all tasks contemplated under this Agreement, copies of all documents and records relating to this Grant Agreement shall be submitted to the CITY if requested.

VII. PERFORMANCE

Time is of the essence with regard to performance as set forth in this Agreement and failure by GRANTEE to complete performance within the times specified, or within a reasonable time if no time is specified herein, shall, at the option of the CITY without liability, in addition to any of the CITY's rights or remedies, relieve the CITY of any obligation under this Agreement.

VIII. INDEMNIFICATION

The GRANTEE agrees to protect, defend, reimburse, indemnify and hold the CITY, its agents, its employees and elected officer and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages, including attorney's fees, and causes of action of every kind and character against and from CITY which may arise out of this Agreement. The GRANTEE recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of good and valuable consideration provided by the CITY in support of this obligation in accordance with the laws of the State of Florida. GRANTEE'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 section 768.28, Florida Statutes, be waived. This paragraph shall survive the termination of the Agreement.

IX. INSURANCE

GRANTEE must provide the CITY with evidence of insurance as follows: general liability insurance - \$1,000,000; umbrella - \$1,000,000; and evidence of auto liability insurance and worker's compensation insurance.

X. AVAILABILITY OF FUNDS

The CITY's obligation to pay under this Agreement is contingent upon having funds budgeted and appropriated by the City of Boynton Beach City Commission.

XI. REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

XII. CIVIL RIGHTS COMPLIANCE

The GRANTEE 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, or sexual orientation.

XIII. FEES, COSTS

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled, provided, however, that this clause pertains only to the parties to this Agreement.

XIV. SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

XV. ENTIRE AGREEMENT

The CITY and the GRANTEE agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

XVI. NOTICE

All notice required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

{00306206.2 306-9001821}C:\Program Files (X86)\Neevia.Com\Docconverterpro\Temp\NVDC\0AEE6562-AC48-430A-8055-5F649474F16C\Boynton Beach.16786.1.Grant_Agreement_(00306206-2xc4b6a).Docx

Lori LaVerriere, City Manager
City of Boynton Beach
P.O. Box 310
Boynton Beach, FL 33425
Telephone No. (561) 742-6010
Facsimile (561) 742-6011

with a copy to:

James A. Cherof, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 E. Commercial Blvd, Suite 200
Fort Lauderdale, FL 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

and if sent to the GRANTEE shall be mailed to (current official address):

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

CITY

GRANTEE

By: _____
Print: _____
Name: _____

By _____
Print: _____
Title: _____

ATTEST:

ATTEST:

Judith A. Pyle, CMC, City Clerk

Print Name: _____
Title: _____

APPROVED AS TO LEGAL FORM:

(CORPORATE SEAL)

EXHIBIT "A"
SCOPE OF SERVICES

1. PROJECT DESCRIPTION:

Description:

Location: Boynton Beach, FL 33____

Performance Goal:

Contact:



The City of Boynton Beach Entrepreneurship and Business Incubation Grant Program

I. Summary

The Boynton Beach Entrepreneurship and Business Incubation Grant Program provides funding to new and existing business incubators and working groups on entrepreneurship to undertake startup growth activities and studies.

Through a comprehensive approach to economic development that focuses on local/regional planning, targeted business development support, and community engagement, the Department of Economic Development and Strategy leverages partnerships to create local wealth and prosperity for the community.

Business incubation is a tool for the creation of a competitive small business sector. Business incubators provide fledgling businesses with shared access to infrastructure, data and information, communication technologies, and access to business services, finance, and mentoring and coaching during their critical start-up period. They have enabled job and small enterprise creation, as well as the commercialization of innovation with immense social value.

The Department is seeking to support new and existing business incubators located within the City of Boynton Beach. The City will also support working groups on entrepreneurship that focus on the empowerment of women and youth, technology enterprise development, and intra-regional knowledge sharing and partnership opportunities.

There are a total of six (6) grant opportunities that are available that will be divided into two (2) categories.

Grant Type	Category	Funding Amount (Max)
Existing Business Incubator	1(a)	\$20,000
Establishment of New Business Incubator	1(b)	\$20,000
Working Groups on Entrepreneurship for Women	2	\$2,500
Working Groups on Entrepreneurship for and Youth	2	\$2,500
Working Groups on Entrepreneurship for Technology	2	\$2,500
Working Groups on Regional Networks for Entrepreneurship	2	\$2,500

Grant Timeline

*** Anticipated Grant Period:** April 3, 2019 – September 30, 2019.

***Anticipated Grant Opening:** April 3, 2019 – May 3, 2019

***Anticipated Application Deadline:** May 3, 2019

***Anticipated Announcement to Grantee:** May 17, 2019

II. Definitions

Business Incubator - an organization that helps new and start-up companies grow and develop by providing resources such as: physical space, access to financing, legal support, accounting/financial management, IT infrastructure, networking opportunities, marketing, and business operations.

A New Business Incubator is defined as any incubator that has been in operation for less than 1 year at the time of application submittal.

An Existing Business Incubator is defined as any incubator that has been in operation for more than 1 year at the time of application submittal.

Working Groups on Entrepreneurship – a collaborative team that has a shared vision and goal for a specific “focus area” (women, youth, and technology enterprise). Working groups can be a for-profit business, non-profit organization, or NGO.

Regional Networks on Entrepreneurship – networks of business incubators, entrepreneurs, private businesses, non-profit organizations, and stakeholders that connect and share regional resources and expertise. The objective of a regional network is to create a community of experts that coordinate regional projects and initiatives that foster an attractive climate for business incubation and entrepreneurship. Regional networks on entrepreneurship look to implement regional knowledge-sharing activities that contribute to greater local capacity for business incubation, innovation and entrepreneurship.

III. Grant Category Descriptions

Category 1 Grants - Business Incubation

Business incubation can be a powerful tool for economic empowerment and entrepreneurship. It can also be used as a vessel for social impact. Business incubators can provide entrepreneurs with a supportive environment that can help scale up their business. However, in many communities, incubation is only in its infancy or has not been started at all. In line with its mission, the City of Boynton Beach will provide support in the form of grant financing to a business incubator.

Category 1 Grants are comprised of two separate grant opportunities for new and existing business incubators in Boynton Beach. Each Category 1 Grant will be a maximum of \$20,000. Category 1 Grants will be based on milestones and goals indicated in each applicant’s grant application. The selected grant recipient will

receive \$10,000 when they are selected followed by two separate payments of \$5,000. One \$5,000 payment will be issued based on the applicant's 2-month Milestones and Goals Report, and the last \$5,000 payment will be issued based on the applicant's 4-month Milestones and Goals Report.

a.) Grant for an Existing Business Incubator

Grant Amount: \$20,000

The City of Boynton Beach will select one grant application in this category in an amount not to exceed \$20,000 to an existing business incubator. The grant will be disbursed against agreed upon deliverables satisfactory to the City of Boynton Beach (see section IV.). The grant is broken down into three separate payments. The first is for \$10,000 when the applicant is selected to receive the grant, \$5,000 upon submittal of their 2-month Milestones and Goals Report, and the final \$5,000 upon submittal of their 4-month Milestones and Goals Report.

Eligibility Criteria

Category 1a Grants will be provided to eligible business incubators with more than 1 year of operations from time of application submittal. The business incubator must be located within the City of Boynton Beach city limits.

Eligible Activities

The core objective of the Category 1a Grant is to strengthen the business incubator's capacity to become sustainable and to increase its effectiveness. Your application should thus help build the capacity of the business incubator and encourage collaboration with key stakeholders, so as to promote the long-term effectiveness and sustainability of the business incubator. An integral component of the grant activities should include effective monitoring and evaluation of operations to ensure delivery of value-added services to client businesses, measuring the impact of new and existing services for tenants, and to monitor the progress and sustainability of the business incubator's activities on a regular basis.

Grant Evaluation Criteria

Max Points – 100

Project Design (30 points)

- Do the proposed activities address the goal of the grant category?
- How significant is the project's impact on the City of Boynton Beach?
- What are the expected immediate outputs, short, medium and long-term results if the project is implemented successfully?
- How will the proposed activities achieve these results?
- What makes your idea innovative?

Partnerships/Cooperation (5 points)

- Will the project be implemented in partnership with an outside organization(s)? If so, are the advantages of the partnership(s) justified and well-described?
- What are the greatest contributions from partners outside your organization? How impactful are those contributions?
- Are the relationships with the outside organization(s) clearly defined?

Scalability (15 points)

- What is the scalability of the project?
- Does the project demonstrate growth in the larger Boynton Beach business community?

Sustainability (15 points)

- How likely is it that the benefits of the project and/or its activities will continue after the life of the grant?
- Are the long-term goals of the project clearly described? Does the organization have a defined strategic plan to successfully reach these long-term goals?

Institutional Capacity (15 points)

- Does the applicant have sufficient motivation and capacity to manage the project/grant and to achieve the goals of the project?
- Does the applicant have, or have the ability to hire staff (full-time and part-time) and volunteers with the necessary skills, expertise and experience?
- Does the applicant have the necessary skills and experience to contribute to the business incubator?
- Does the applicant demonstrate sufficient resources, equipment, and staff?

Financial Plan (20 points)

- Are the potential financial expenditures clearly defined and justified?
- Do planned costs ensure optimal delivery of proposed activities?
- How reasonable are the costs related to the results to be achieved?

b.) Grant for the Establishment of a New Business Incubator.

Grant Amount: \$20,000

The City of Boynton Beach will select one grant application in this category in an amount not to exceed \$20,000 to a new business incubator with less than 1 year of operations in the City of Boynton Beach at the time of application submittal. The grant funds will be disbursed against agreed upon deliverables satisfactory to the City of Boynton Beach (See section IV.). The grant is broken down into three separate payments. The first is for \$10,000 when the applicant is chosen to receive the grant, \$5,000 upon submittal of their 2-month Milestones and Goals Report, and the final \$5,000 upon submittal of their 4-month Milestones and Goals Report.

Eligibility Criteria

Category 1b Grants will be provided to eligible business incubators with less than 1 year of operations in the City of Boynton Beach at the time of application submittal. The business incubator must be located within the City of Boynton Beach city limits.

Eligible Activities

The City of Boynton Beach seeks original and cost-effective applications outlining the core activities to be funded under the Category 1b Grant. The grant applicant's activities should include a feasibility assessment, development of a business plan, identifying core stakeholders, implementation of the incubator through capacity building of staff and resources, facility use, and service deliverance.

Grant Evaluation Criteria

Max Point – 100

Project Design (30 points)

- Do the proposed activities address the goal of the category grant?
- How significant is the project's impact on the City of Boynton Beach?
- What are the expected immediate outputs, short, medium and long-term results if the project is implemented successfully?
- How will the proposed activities achieve these results?
- What makes your idea innovative?

Partnerships (5 points)

- Will the project be implemented in partnership with an outside organization(s)? If so, are the advantages of the partnership(s) justified and well-described?
- What are the greatest contributions from partners outside your organization? How impactful are those contributions?
- Are the relationships with the outside organizations clearly defined?

Scalability (15 points)

- What is the scalability of the project?
- Does the project demonstrate growth in the larger Boynton Beach business community?

Sustainability (15 points)

- How likely is it that the benefits of the project and/or its activities will continue after the life of the Grant?
- Are the long-term goals of the project clearly described? Does the organization have a defined strategic plan to successfully reach these long-term goals?

Institutional Capacity (15 points)

- Does the applicant have sufficient motivation and capacity to manage the project/grant and to achieve the goals of the project?
- Does the applicant have, or have the ability to hire staff (full-time and part-time) and volunteers with the necessary skills, expertise and experience?
- Does the applicant have the necessary skills and experience to contribute to the business incubator?
- Does the applicant demonstrate sufficient resources, equipment, and staff?

Financial Plan (20 points)

- Are the potential financial expenditures clearly defined and justified?
- Do planned costs ensure optimal delivery of proposed activities?
- How reasonable are the costs related to the results to be achieved?

****Please reference section IV. for further eligibility criteria that apply to all grant categories.***

Category 2 Grants - Working Groups on Entrepreneurship for Women, Youth, Technology and Regional Networks

The City of Boynton Beach has expressed interest in learning more about how to effectively serve Boynton Beach women, youth, and regional networks through entrepreneurship. There is also high interest in learning more about entrepreneurship in the technology sector. This grant category will support the establishment of working groups in each of these four focus areas.

Category 2 Grants will finance established working groups/informal “think tanks” on entrepreneurship with a focus on women, youth, technology and regional networks. Each focus area will receive a grant of up to \$2,500 to create a report on the state of entrepreneurship in their chosen focus area in Boynton Beach. The applicant will have to submit their Final Report to the City four (4) months after the grantee is selected.

1.) Women focused entrepreneurs

Women entrepreneurs in traditionally male-dominated societies face multiple challenges, including gender-based barriers to business resources. Entrepreneurship diversification in Boynton Beach will benefit the local economy and strengthen more women owned-and-operated businesses. The working group on women entrepreneurship will clearly outline the challenges and opportunities for women entrepreneurs, and present lessons learned, tools, best practices and models for effective women business creation.

2.) Youth focused entrepreneurs

Many disadvantaged communities have very young populations with high unemployment rates. Entrepreneurial talent can be identified among the youth. Youth entrepreneurship presents significant challenges due to the inexperience of the entrepreneurs, and his/her lack of resources to start and manage a business. The working group on youth entrepreneurship will clearly outline the challenges and opportunities for youth focused businesses, and present lessons learned, tools, best practices and models for effective youth focused entrepreneurship.

3.) Technology focused entrepreneurs

The technology sector presents large economic opportunities. However, entrepreneurship to start and enable the growth of technology enterprises is not without challenges. Access to appropriate financing is often a challenge due to the knowledge-intensive nature of these businesses and thus limited tangible assets. The working group on technology enterprise entrepreneurship should present innovative ideas, lessons learned, and best practices, and clearly outline the challenges and opportunities presented to entrepreneurs in the technology sector.

4.) Regional Networks focused on entrepreneurship

The purpose of the regional networks on entrepreneurship is to share knowledge on how to best facilitate the creation of viable competitive small and medium-sized enterprise and create a supportive environment for innovation and entrepreneurship to flourish in Boynton Beach. The exchange of knowledge with likeminded organizations that operate in similar social and economic environments and cultural contexts can be extremely valuable to strengthening the capacity of individual

entrepreneurs. The working group on regional networks on entrepreneurship will clearly outline the challenges and opportunities for regional networks on entrepreneurship, and present lessons learned, tools, best practices and models for entrepreneurship.

Grant Amounts: \$2,500 (1 for each focus area)

The City of Boynton Beach may select up to four (4) grants applicants, one for each of the focus areas (women, youth, technology enterprises, and regional networks) to working groups. The grant amount will be a maximum of \$2,500. Each grant will be disbursed against agreed upon deliverables satisfactory to the City of Boynton Beach. The applicant will have to submit their Final Report to the City four (4) months after the grantee is selected.

Eligibility Criteria

The City of Boynton Beach is inviting established working groups that have demonstrated experience in one of the above focus areas, to create a report indicating the strengths, weaknesses, opportunities, and challenges entrepreneurs face in the aforementioned focus areas in the City of Boynton Beach. The working groups' reports must focus solely on the City of Boynton Beach.

Eligible Activities

The grant recipient will be responsible for addressing entrepreneurship targeting women, youth, technology or regional networks through the following activities:

- Developing a Final Report that consist of:
 - 1) Convening a working group concentrating on one of the focus areas
 - 2) Engaging the working group to systematically understand the specific challenges in entrepreneurship in their focus area
 - 3) Researching innovative ideas, lessons learned, best practices and success stories of entrepreneurs serving their focus area
 - 4) Developing a final report on lessons learned, best practices, challenges and opportunities for entrepreneurs in their respective focus area for dissemination with quantitative data to support your findings.

Grant Evaluation Criteria

Max Points - 100

Project Design (25 points)

- Do the proposed activities address the goal of the category grant?
- How significant is the project's impact on entrepreneurship in the City of Boynton Beach?
- How will the applicant use quantitative data to demonstrate their findings?
- What makes your process innovative?

Scalability (20 points)

- What is the scalability of the project?
- Does the project provide applied knowledge about the larger Boynton Beach business community?

Sustainability (10 points)

- How likely is it that the findings of the project and/or its activities will continue after the life of the grant?
- Are the long-term goals of the report clearly described? Does the report have a defined strategic plan to successfully reach these long-term goals?

Institutional Capacity (35 points)

- Does the applicant have sufficient motivation and capacity to manage the project/grant and to achieve the goals of the project?
- Does the applicant have, or have the ability to hire staff (full-time and part-time) and volunteers with the necessary skills, expertise and experience?
- Does the applicant have the necessary skills and experience to contribute to the business working group?
- Does the applicant demonstrate sufficient resources, equipment, and staff?

Financial Plan (10 points)

- Are the potential financial expenditures clearly defined and justified?

****Please reference section IV. for further eligibility criteria that apply to all grant categories.***

IV. Eligibility Criteria – Applies to All Grant Categories

Applicants should refer to the specific eligibility criteria outlined under the category of grant they are applying for.

In addition, the following requirements apply to all grant categories:

- Applicants may be either a for-profit organization, non-profit organization, or NGO
- Applicants must be an organization legally established and in good standing
- Applicants need to demonstrate whether counterpart funding will be available. Counterpart and other financing arranged by the organization should be clearly indicated. No outside funds may come from other governmental organizations within the City of Boynton Beach.
- Participating organizations should be indicated in the proposal and state their level of participation and their financial and/or in-kind support to the project.
- City of Boynton Beach grant funds may not be used to pay any government employees, purchase alcohol or food items.

V. Application Guidelines for Category 1 Grants

Application Process:

- Applications should be submitted to the City of Boynton Beach no later than May 3, 2019 and should follow the Category 1 Proposal Outline that is presented below.
- The application must be presented in MS Word or PDF and submitted electronically by e-mail as a single attachment (all necessary material should be included in a single document). The subject line of the e-mail and all subsequent e-mails related to your proposal should include the following: **Name of Organization – Grant Category 1 a or b.** The e-mail should be sent to durganj@bbfl.us, copy scottd@bbfl.us
- A panel will evaluate all completed applications. In ranking the applications, the review panel will consider the evaluation criteria described in section III under your respective grant category.
- The City of Boynton Beach expects to notify all applicants within 2 weeks of the submission deadline.
- If you have any questions regarding the application process, please contact John Durgan at durganj@bbfl.us or David Scott at scottd@bbfl.us

Application Outline: The application should address and respond to the eligibility and evaluation criteria listed above.

The proposal should include the following sections:

1. Cover page

- Type of grant you are applying for
- Name of your organization
- Main contact person, indicating title or position
- Full mailing address: street address, city, zip code
- E-mail address, phone numbers, and fax numbers
- Web site of the organization (if applicable)
- Copy of current BTR with the City of Boynton Beach (if new incubator skip)
- Type of organization: Indicate whether it is a for-profit, non-profit, or NGO
- Time of existence as a business incubator (if applicable, if new incubator skip)
- Date of submission of the application
- Amounts requested from the City of Boynton Beach
- Amount contributed by your organization

2. Applicant Organization

- a. *Organization Overview:* Provide a brief description of your organization, history, founders and partners, governance, relationship with tenant businesses, and the overall business prospects for the short, medium and long-term.

- b. *Organization activities and measurable(s)*: Provide a description of what activities your incubator offers and the measureable(s) you are using to track and indicate success.
- c. *Incubator Facilities*: Describe the location and physical facilities and services offered to tenant companies. *Applicants for Category 1b Grants should indicate whether or not land and/or a building have been secured for the proposed business incubator.
- d. *Tenants*: Indicate if you are focused on a particular sector i.e. technology. Describe the total number of businesses you have served; how many tenants have graduated and how many you are currently serving. Proponents for Category 1b Grants should indicate whether or not a feasibility assessment has been carried out to measure the potential target market, and/or what the estimated market segment and size could be for the proposed business incubator.
- e. *Business Model*: Describe your current business model and indicate your current and anticipated future sustainability
- f. *The City of Boynton Beach's Business Environment*: Describe how you can benefit from and contribute to the City of Boynton Beach's business climate.

3. Mission and Vision

Your organization's mission and vision

4. Executive summary

Provide a concise summary (100–300 words) of the application, capturing the key elements that describe your organization's goals and objectives. State concisely how you plan to achieve your main objectives.

5. Financial Statements

Category 1 applicants must provide any financial statements you have for at least one year and the projections for the next two years (Only for Category 1a Grants). Category 1b Grants must provide projections for the next two years.

6. Proposal

Please include the following sections:

- a. *Incubator Activities*: Describe the core activities, and the anticipated inputs, outcomes and impacts associated with tenant businesses.
- b. *Critical Success Factors*: Indicate any risks associated with the incubator. What could potentially prevent you from running a successful business incubator? Also indicate what you plan to do to mitigate these risks.
- c. *Project Sustainability Strategy*: Applicants applying for Category 1 Grants must outline how this project is scalable and sustainable. What is your sustainability strategy, (illustrate how sustainability will be reached over time and how the grant will contribute to achieving sustainability).
- d. *Monitoring and Evaluation*: Define indicators for each activity, specifying how these indicators will be measured and evaluated.
- e. *Budget*: Itemize the City of Boynton Beach grant funds per activity and category, and provide justification for the main budget items. All budgeted items must be directly

related to the organization's activities and operations. Where counterpart or additional funding is provided, it should be clearly indicated.

- f. *Milestones and Goals Reports (2)*: Each proposal must include a Milestones and Goals Report for the first two (2) months after the grantee is selected and a report for four (4) months after the grantee is selected. The Milestones and Goals Reports will be directly related to the applicant's grant funding of the final \$10,000, \$5,000 upon submittal of your 2-month Milestones and Goals Report, and \$5,000 upon submittal of their 4-month Milestones and Goals Report. The grant funds will be distributed based upon the applicant's Milestones and Goals Reports for the business incubator.

Budget - Cost by Category of Expense (this is an example, feel free to edit/add additional categories)

Cost Categories	Total Budget Amount	Amount Sought from the City of Boynton Beach	Co-funding Provided by Applicant	Co-funding Provided by Partners
Personnel/ Staff Costs				
Consulting Services				
Workshops/ Events				
Office Supplies/ Materials				
Technology (website, software, etc.)				
Equipment (computers, etc.)				
Other				
Total				

VI. Application Guidelines for Category 2 Grants

Application Process:

- Applications should be submitted to the City of Boynton Beach no later than May 3, 2019 and should follow the Category 2 Proposal Outline that is presented below.
- The application must be presented in English, in MS Word or PDF, and submitted electronically by e-mail as a single attachment (all necessary material should be included in a single document). The subject line of the e-mail and all subsequent e-mail related to your proposal should include the following: **Name of Organization – Grant Category 2 with chosen focus area**. The e-mail should be sent to durganj@bbfl.us, copy scottd@bbfl.us
- A panel will evaluate all completed applications. In ranking the applications, the review panel will consider the evaluation criteria described in section III under your respective grant category.

- The City of Boynton Beach expects to notify all applicants within 2 weeks of the submission deadline.

If you have any questions regarding the application process, please contact John Durgan at DurganJ@bbfl.us or David Scott at ScottD@bbfl.us, or you can call (561) 742-6014.

The proposal should include the following sections:

1. Cover page

Please include the following information:

- Type of grant you are applying for
- Name of your organization
- Main contact person, indicating title or position
- Alternate contact
- Full mailing address: street address, city, zip code
- E-mail address, phone numbers, and fax numbers
- Web site of the organization (if applicable)
- Type of organization
- Date of submission of application
- Amount requested from the City of Boynton Beach

2. Proposal

Please include the following sections:

Organization Overview: Provide a brief description of your organization, history, founders and partners, and governance.

Organization activities and measurable(s): Provide a description of what activities and services your organization offers and what measurable(s) you are using to track and indicate success. How will your organization use quantitative data in your report?

Business Model: Describe your current business model.

The City of Boynton Beach's Business Environment: Describe how you can benefit from and contribute to the City of Boynton Beach's business climate.

Budget: Indicate what the City of Boynton Beach grant funds will be utilized for and provide justification for the main budget items.

Milestones and Goals Final Report: Describe the information and data you wish to collect on your chosen focus area (women, youth, technology, regional networks). Indicate the milestones and goals your working group will set and achieve during the first two (2) months after being selected for the grant. The applicant's Final Report at the end of their four (4) months must identify the strengths, weaknesses and opportunities for entrepreneurship in their chosen focus area in Boynton Beach.

VII. Evaluation Criteria

All applications must comply with the eligibility criteria listed above. In addition, applications will be evaluated according to the following criteria:

	Grant Category (The numbers listed illustrate the maximum score obtainable for each evaluation criteria, and the weight of each criteria)					
	Category 1		Category 2			
Evaluation Criteria	Strengthening Existing Business Incubator	Starting New Business Incubator	Working Groups on Entrepreneurship for Women	Working Groups on Entrepreneurship for Youth	Working Groups on Entrepreneurship for Technology	Working Groups on Regional Networks for Entrepreneurship
Project Design	30	30	25	25	25	25
Scalability	15	15	20	20	20	20
Sustainability	15	15	10	10	10	10
Institutional Capacity	15	15	35	35	35	35
Financial Plan	20	20	10	10	10	10
Partnerships	5	5	0	0	0	0
Maximum Points Possible	100	100	100	100	100	100

VIII. Confidentiality

The application review and evaluation will be managed confidentially and will only be circulated internally in the City of Boynton Beach. The names of all organizations and participating organizations will be listed on the City of Boynton Beach website. This will include the name and full contact information of the awardees as well as the amount of the grant. Applicants not selected for the grant will also be notified in writing.

IX. Reporting

The following set of reports illustrates the deliverables that are expected for grant funded activities.

Category 1 Grants

Applicants must submit a Milestones and Goals Report indicating the milestones and goals they set and achieved two (2) months after being selected for the grant and receiving their initial \$10,000 of grant funds. They must also submit a Milestones and Goals Report indicating the milestones and goals they set and achieved four (4) months after receiving their initial grant funds.

Category 2 Grants

The applicant will have to submit their Final Report to the City four (4) months after the applicant was selected. The Final Report will present their working group's findings on the state of entrepreneurship in their chosen focus area in Boynton Beach.

X. Intellectual Property

Consistent with the City of Boynton Beach's objectives to enhance and disseminate knowledge and encourage easy replication of successful projects, the City of Boynton Beach retains ownership of all project deliverables (including any intellectual property in such deliverables) funded by it and may place such deliverables in the public domain. The organization must recognize and agree with this objective of knowledge sharing and dissemination through the City of Boynton Beach. To the extent that there is any intellectual property previously developed by the organization or by third parties, such previously developed intellectual property should be clearly identified in the proposal.

XI. Grant Agreement

Applicants who have been notified of their selection to receive the grant will be required to execute a grant agreement, satisfactory to the City of Boynton Beach.

Category 1 Grants


Name of Applicant	Evaluation Criteria						
	Project Design Total - 30	Scalability Total - 15	Sustainability Total - 15	Institutional Capacity Total - 15	Financial Plan Total - 20	Partnerships Total - 5	Total Points 100
1909	22	11	12	13	17	3	78
Beach Labs, Inc.	13	8	10	11	15	3	60
Referral AIM	16	10	11	9	16	3	65
GBDC Entrepreneurship Institute	25	13	13	14	17	4	86

Category 2 Grants

Name of Applicant	Evaluation Criteria						
	Project Design Total - 25	Scalability Total - 20	Sustainability Total - 10	Institutional Capacity Total - 35	Financial Plan Total - 10	Partnerships Total - 0	Total Points 100
Connect to Greatness, Inc.	15	14	6	23	5	0	63
1909 - Technology	13 16	14 16	8 8	27	3 9	0 0	76
1909 - Regional Networks	18	15	7	25	6	0	71
Goddess School	13	12	5	15	3	0	48
Be.Lead.Grow., LLC	20	16	8	33	8	0	85

Category 2 Grants

Name of Applicant	Evaluation Criteria						
	Project Design Total - 25	Scalability Total - 20	Sustainability Total - 10	Institutional Capacity Total - 35	Financial Plan Total - 10	Partnerships Total - 0	Total Points 100
Connect to Greatness, Inc. <i>Youth</i>	23	15	6	31	10		85
1909 - Technology	14	8	5	32	5		64
1909 - Regional Networks	14	8	5	32	5		64
Goddess School <i>women</i>	10	8	3	27	10		58
Be. Lead. Grow., LLC <i>women</i>	24	17	8	35	10		94

John Durgan

 5/22/19

Category 1 Grants

Name of Applicant	Evaluation Criteria						
	Project Design Total - 30	Scalability Total - 15	Sustainability Total - 15	Institutional Capacity Total - 15	Financial Plan Total - 20	Partnerships Total - 5	Total Points 100
#1 1909 New	21	12	8	10	14	5	70
#2 Beach Labs, Inc. New	12	5	6	10	10	5	48
#3 Referral AIM New	5	2	2	5	5	3	22
GBDC Entrepreneurship Institute Existing	12	8	7	10	13	3	53

Category 1 Grants

Name of Applicant	Evaluation Criteria						
	Project Design Total - 30	Scalability Total - 15	Sustainability Total - 15	Institutional Capacity Total - 15	Financial Plan Total - 20	Partnerships Total - 5	Total Points 100
1909	28	14	12	14	16	5	89
Beach Labs, Inc.	5	5	5	5	5	0	25
Referral AIM	15	10	8	10	8	2	53
GBDC Entrepreneurship Institute	22	11	11	12	11	2	69 (-10 proposal quality 59)

Debbie Majors 5/20/19
Debbie Majors

Category 2 Grants

Name of Applicant	Evaluation Criteria						
	Project Design Total - 25	Scalability Total - 20	Sustainability Total - 10	Institutional Capacity Total - 35	Financial Plan Total - 10	Partnerships Total - 0	Total Points 100
Connect to Greatness, Inc.	19	15	8	30	5	0	77
1909 – Technology	10	12	8	30	5	0	65
1909 – Regional Networks	10	12	8	30	5	0	65
Goddess School	10	10	5	20	5	0	50
Be.Lead.Grow., LLC	23	19	9	30	8	0	89

1909

1909 Boynton Beach

Entrepreneurship and Business Incubation Grant RFP:

- > New Business Incubator
- > Working Group on Entrepreneurship
- > Regional Network on Entrepreneurship

Application Summary

Type of grant(s) you are applying for :

- Category 1 | b.) Grant for the Establishment of a New Business Incubator.
- Category 2 | 3.) Technology focused entrepreneurs.
- Category 2 | 4.) Regional Networks focused on entrepreneurship.

Name of your organization: Palm Beach Tech Foundation, Inc. (dba The 1909)

Main contact person, indicating title or position: Joe Russo | Executive Director @ 1909

Full mailing address: street address, city, zip code:

313 Datura St, Suite 200, West Palm Beach, FL 33401

E-mail address, phone numbers, and fax numbers: hello@weare1909.org, 561-512-7306

Web site of the organization (if applicable): www.weare1909.org

Type of organization: non-profit

Date of submission of the application: 4/29/2019

Amounts requested from the City of Boynton Beach: \$25,000

- \$20,000 New Incubator Program
- \$2,500 Technology focused Entrepreneurs (*within program*)
- \$2,500 Regional Network on Entrepreneurship (*within program*)

Amount contributed by your organization: \$10,000

Applicant Organization

a. Organization Overview:

The 1909 Mission is to build the Palm Beaches into a Nationally Renowned Creative & Innovative Community by focusing efforts on three program pillars; Coworking, Acceleration, and Mentorship.

South Florida is the birthplace of IBM's Personal Computer, home to Pratt & Whitney's rockets and engines, and historical residence of Henry Flagler. We have a rich history of innovation.

Since 2015, the Palm Beach Tech Association began aggregating resources for emerging entrepreneurs and early stage startups from Jupiter to Boca Raton, and 1909 is its new community-facing initiative named after the founding date of Palm Beach County, April 30th, 1909. We aim to serve the County's diverse 39 municipalities by uniting technological, entrepreneurial, creative, and small business communities into one holistic effort.

1909 is currently being incubated and governed by the Palm Beach Tech Association Board of Directors, but will have its own Board starting in July 2019.

1909 seeks to answer one simple question. "Where do entrepreneurs in Palm Beach County go?"

The organization has also directly partnered with the FAU Adams Center for Entrepreneurship, founded in 2001 and providing institutional knowledge and resources to 1909's growing programs countywide. The Knight Foundation granted both a \$250,000 in 2018 to support the launch of the 1909 Accelerator.

Other partners include the Business Development Board of Palm Beach County, FAU Tech Runway, and Junior Achievement, in addition to several participating cities already funding 1909 programs.

b. Organization activities and measurable(s):

Our three key areas of operation where our major programs are focused are Coworking, Acceleration, and Mentorship:

Coworking: Creating world-class physical environments for collaboration.

Acceleration: Helping promising local startups and small businesses scale.

Mentorship: Educating community members with experienced one-on-one help.

The Kauffman Foundation's Index of Startup Activity has named South Florida the #1 metropolitan region for three consecutive years. Nonetheless barriers to startup growth in our community include the lack of:

1. **Affordable Workspace**
2. **Consistent Mentorship**
3. **Business Education**
4. **Access to Capital**

We aim to bridge these gaps and begin a new era of innovation in Palm Beach County. By working with local governments, nonprofit organizations, and foundations, we'll provide an answer to "Where can ideas become a reality?"

To do this we track how many members take advantage of our coworking options, how many mentor hours are logged, revenue growth, and over a dozen key performance indicators KPI's that determine our success, such as:

- Active Users
- Total Users
- Total Paying Customers
- Total FTE's (*Full Time Equivalent*)
- Market Size
- Total Revenue Generated
- Quarterly Revenue
- Capital Raised to Date
- Cash on Hand
- Monthly Burn Rate
- Runway in Months (*Capital - Burn Rate*)
- Average Value of Subscription, Transaction, Account

c. Incubator Facilities: Describe the location and physical facilities and services offered to tenant companies. *Applicants for Category 1b Grants should indicate whether or not land and/or a building have been secured for the proposed business incubator.

Currently, 1909 is pursuing a variety of options to open a physical workspace in Boynton Beach, preferably in the vicinity of the new Town Square.

For the purposes of this grant, we are focused on the 1909 Accelerator program, which we propose be held in a city maintained facility until we can secure a long term space to standard with our locations in West Palm Beach and Delray Beach.

This program will help as a precursor to that, by identifying and building a community to be apart of the initial opening of a 1909 Boynton Beach coworking space. When in operation, tenants can expect a monthly membership starting at \$50 /month for 24/7 access, high speed fiber internet, meeting space, and of course unlimited coffee.

d. Tenants: Indicate if you are focused on a particular sector i.e. technology. Describe the total number of businesses you have served; how many tenants have graduated and how many you are currently serving. Proponents for Category 1b Grants should indicate whether or not a feasibility assessment has been carried out to measure the potential target market, and/or what the estimated market segment and size could be for the proposed business incubator.

The 1909 Accelerator Program is designed to help local entrepreneurs in Boynton Beach grow and scale their companies. The 6 month curriculum is designed for any students, local businesses, and startups who are both determined and motivated to bring their idea or product to fruition. The program supports startups in all industries, however we focus mainly on tech and regionally focused businesses.

As a precursor to later stage accelerators including FAU Tech Runway, 500 Startups and Techstars, this accelerator will ensure that local entrepreneurs have the necessary skills to tackle challenges they will inevitably encounter as they enter into the business world. With our 6 month plan, we will help ensure that entrepreneurs understand how to develop their product and bring it to market.

e. Business Model: Describe your current business model and indicate your current and anticipated future sustainability

With the current support of cities like as West Palm Beach, Delray Beach and Lake Park, the 1909 Accelerator Programs in Boynton Beach will provide a connected countywide community for entrepreneurs and small businesses.

The Accelerator participants pay for their course materials, however they would not be able to afford the full cost of the programs without subsidized support from the communities they live and work in. This approach to economic development mirrors other approaches typical for larger companies, giving cities an avenue to support startup companies just as well.

We intend to seek economic development grants from local governments to fund these programs for the foreseeable, sustainable future.

f. The City of Boynton Beach's Business Environment: Describe how you can benefit from and contribute to the City of Boynton Beach's business climate.

We believe there is a great partnership between 1909 and the City of Boynton Beach and the Department of Economic Development and Strategy.

Our strategies align to create local prosperity for the community, regardless if you're just starting a company or looking to scale an existing small business. 1909 aims to serve the Palm Beach County's diverse 39 municipalities by uniting

technological, entrepreneurial, creative, and small business communities into one holistic effort.

This will also engage entrepreneurs and technologists to help actively build their community, leading to additional economic growth for years to come.

We currently have Accelerator Programs in West Palm Beach, Lake Park, and Delray Beach, therefore, the Boynton Beach Accelerator program would help increase regional connectedness and resources for entrepreneurs in our unified community.

Mission and Vision

The 1909 Mission is to build the Palm Beaches into a Nationally Renowned Creative & Innovative Community by focusing efforts on three program pillars; Coworking, Acceleration, and Mentorship.

The 1909 Vision is to create a countywide network of resources for entrepreneurs.

Executive summary

We seek to hold a 1909 Accelerator Program to support innovators, technologists, creators, and entrepreneurs in our community; those living and working in Boynton Beach.

This would operate as a New Business Incubator

The 1909 Accelerator is a six (6) month program helping startup entrepreneurs in Boynton Beach bring their ideas to reality through education, mentorship, and micro financing.

Stage 1: 2 months focusing on a weekly education course facilitated by 1909 staff and utilizing the Co.Starters curriculum, which is used by 56 organizations throughout North America. The cohort based program equips all students with the resources needed to turn idea to action, including workbooks and study materials.

Stage 2: 4 months of directed mentorship to guide and support the entrepreneurs. In partnership with the The Venture Mentoring Team (The VMT), a nonprofit educational 501(c)(3) dedicated to fostering the startup community by training and credentialing Mentors, we train mentors and connect them with the Accelerator entrepreneurs to help each startup reach their full potential. We pair our wide and diverse network of experienced business mentors with participants using the UNION software platform, developed by the 1776 Accelerator and used by global organizations like 500 Startups & TechStars.

Stage 3: A pitch competition of all qualifying graduates, with a wide variety of winners receiving cash and in kind grants sourced from the community. Working with financial partners (e.g. TD Bank, JP Morgan) and service providers (e.g. Locke Lord, Gunster), we can carefully assemble donations to help startups scale in our community.

The 1909 Accelerator has a strong focus on building relationships and networks for local startup entrepreneurs. We provide the support and structure for them to connect, share resources and best practices. The ultimate goal is to provide the foundation for companies to succeed long after the program is over.

Financial Statements

Category 1 applicants must provide any financial statements you have for at least one year and the projections for the next two years (Only for Category 1a Grants). Category 1b Grants must provide projections for the next two years.

See Appendix A

Proposal

a. Incubator Activities:

The Accelerator curriculum is a 6 month program helping entrepreneurs bring their ideas to reality through education, mentorship, and micro financing.

The first stage will be 2 months will focus on a weekly education course using the CO.STARTERS curriculum, used by 56 organizations throughout North America.

CO.STARTERS is a 8-week cohort based program that equips aspiring entrepreneurs with the insights, relationships, and tools needed to turn ideas into action and turn a passion into a sustainable and thriving endeavor. The cohort based program equips all students with the resources needed to turn idea to action, including workbooks and study materials.

The second stage will be 4 months of directed mentorship using the UNION software platform, developed by the 1776 Accelerator and used by global organizations like 500 Startups.

Mentees will have the opportunity to learn one-on-one (in person or virtually) from successful entrepreneurs who've built companies in the Palm Beaches, getting advice on business plans, team building, marketing, raising capital, and more. All mentors will be carefully recruited, vetted, and asked to attend a brief 2 hour training framed on the MIT Venture Mentoring Service. They can create recurring office hours.

b. Critical Success Factors: Indicate any risks associated with the incubator. What could potentially prevent you from running a successful business incubator? Also indicate what you plan to do to mitigate these risks.

The biggest risk is simply the lack of community support.

Without engaging the residents and businesses of Boynton Beach effectively, no effort like this will be successful. This also requires organizations like the City of Boynton

Beach, the Community Redevelopment Agency, and Chamber of Commerce to be supportive of these sorts of efforts, allowing entrepreneurs to lead them successfully.

With that is also the risk of long term funding and a permanent location associated with a physical coworking / incubator space. Our long term membership model is a proven and sustainable means of funding, while supporting grants can assure needed capital costs are covered overtime.

The right physical space for this entrepreneurial community to take root is most important and will take collaboration to make work.

c. **Project Sustainability Strategy:** Applicants applying for Category 1 Grants must outline how this project is scalable and sustainable. What is your sustainability strategy, (illustrate how sustainability will be reached over time and how the grant will contribute to achieving sustainability).

With the support of cities and municipalities such as Boynton Beach, West Palm Beach, Delray Beach and Boca Raton, the 1909 Accelerator Programs will provide a connected countywide community for entrepreneurs and small businesses.

The Accelerator participants pay for their course materials, however most would not be able to afford the full cost of the programs without subsidized support from the communities they live and work in. We plan to provide the Accelerator program annually in Boynton Beach and host continued events and programs to support the entrepreneurs through their journeys.

We also see the opportunity to establish a physical 1909 coworking space for 1909 Accelerator participants to affordably build their companies until they are ready to go out on their own and open their own offices in the city.

d. **Monitoring and Evaluation:** Define indicators for each activity, specifying how these indicators will be measured and evaluated.

1909 will provide the City of Boynton Beach with a set of Key Performance Indicators (KPI's) upon finalization of Accelerator participants, after the completion of the program period, and in an annual report. The KPI's will be surveyed:

- Program Survey: Feedback from companies on quality & support of program
- Business Category: Based on North American Industrial Categories
- Total Customers: Total amount of clients or customers served.
- Location: How many people continue to work out of 1909 & Boynton Beach
- Total Revenue Generated: Total money generated from each business
- Total Capital Raised: Total amount of money raised from each business.

e. Budget: Itemize the City of Boynton Beach grant funds per activity and category, and provide justification for the main budget items. All budgeted items must be directly related to the organization's activities and operations. Where counterpart or additional funding is provided, it should be clearly indicated.

	Total Budget Amount	Amount Sought from the City of Boynton Beach	Co-funding Provided by Applicant	Co-funding Provided by Partners
Cost Categories				
Personnel/ Staff Costs	20,000	20,000		
Consulting Services				
Workshops/ Events	1,000			1,000
Office Supplies/ Materials	6,000			6,000
Technology (website, software, etc.)	3,000		3,000	
Equipment (computers, etc.)				
Other: Marketing / Outreach	5,000	5,000		
Total	35,000	25,000	3,000	7,000

f. Milestones and Goals Reports

Category 1 Goal: Support the establishment of 10 - 25 local companies in Boynton Beach.

2 Month Goal: Recruit and accept at least 10 and no more than 25 local companies into the 1909 Boynton Beach Accelerator and launch weekly education course utilizing the Co.Starters curriculum. **CO.STARTERS** is a cohort based program that equips aspiring entrepreneurs with the insights, relationships, and tools needed to turn ideas into action and turn a passion into a sustainable and thriving endeavor.

4 Month Goal: Graduate at least 10 and no more than 25 local companies from 8 week co.starters program and launch mentorship program. Accelerator participants will have the opportunity to learn one-on-one (*in person or virtually*) from successful entrepreneurs who've built companies in the Palm Beaches, getting advice on business plans, team building, marketing, raising capital, and more.

Category 2 Goals: Leverage the 1909 Accelerator to build in two working group reports.

Technology Focused Entrepreneurship: Include a working group within the 1909 Accelerator and in partnership with the Palm Beach Tech Association, providing a report to the City Commision on tech entrepreneurship in Boynton Beach.

Regional Networks focused on Entrepreneurship: Include a working group within the 1909 Accelerator in partnership with 1909 cohorts in West Palm Beach & Delray Beach, providing a report to the City Commission on regional entrepreneurship.

Appendix A

a. Category 1b Incubator Projections | 1909 Accelerator:

1909 Accelerator Cost Categories	2019-2020	2020-2021
Personnel/ Staff Costs	20,000	20,000
Consulting Services		
Workshops/ Events	1,000	1,000
Office Supplies/ Materials	6,000	6,000
Technology (website, software, etc.)	3,000	3,000
Equipment (computers, etc.)		
Other: Marketing / Outreach	5,000	5,000
Total	35,000	35,000
1909 Accelerator Revenue Categories		
Government Grants	25,000	25,000
Foundation Grants (<i>partial</i>)	4,000	4,000
Program Fees	6,000	6,000
Total	35,000	35,000

b. Category 1b Incubator Projections | 1909 Coworking (*approximate*):

1909 Coworking Cost Categories	2019-2020	2020-2021
Personnel/ Staff Costs	5,000	35,000
Occupancy & Utilities Expense	0	120,000
Office Supplies/ Materials	0	8,000
Technology (website, software, etc.)	0	2,000
Equipment (computers, furniture, etc.)	25,000	5,000
Other: Marketing / Outreach	5,000	10,000
Total	35,000	180,000
1909 Coworking Revenue Categories		

Private Donations	25,000	25,000
Foundation Grants (<i>partial</i>)	5,000	5,000
Memberships	0	150,000
Total	35,000	180,000



Category 2 Grants - Working Groups on Entrepreneurship for Women Submission

Be.Lead.Grow., LLC

Dr. Angela M. Shuttlesworth, CEO & Founder

Alternate Contact: Ms. Dacia Beard, Operations & Engagement Manager

Address

2405 Quantum Blvd,
Boynton Beach, 33426

DrAMS@BeLeadGrow.com

(561) 889 - 9199

Fax – N/A

www.BeLeadGrow.com

Type: For-Profit Leadership & Organizational Development Consulting Firm

Date of Submission: May 3, 2019

\$2,500 Request from the City of Boynton Beach



Organization Overview

Be.Lead.Grow. is a consulting firm that offers strategies and support to prevent and heal toxic work environments. We equip corporations with the tools and resources needed to create safe spaces for your team members and leaders to thrive, which has an impact on profit, performance, and power. We offer a range of services, such as strategic planning, program and product (re)design, training and development, creative empowerment, and overall organizational development services for businesses and government and non-profit organizations.

Our Team is comprised of expert consultants who have formal education, and training and have demonstrated leadership within their areas of expertise and communities. Our multidisciplinary team consists of experts from the fields of Business, Communication, Education, Public Administration, Public Health, Social Work and other Social Sciences alongside Community Organizing professionals.

At present, our team members and their areas of focus are as follows:

OUR TEAM



Dr. Angela M. Shuttlesworth
Founder & CEO

Leadership & Organizational Development, Human Behavior, Applied Research & Evaluation, Curriculum Development
Small to Large Business Strategist



Dr. Christi Monk
Workplace Bullying & Mediation Expert
Certified ProSci, Keirseey Temperament, and Lean Six Sigma (Green)
Entrepreneurship & Small Business Specialist



Mr. Paul R. Hamaty
Strategic Solutions, Risk Management, Systems Analysis and Lean Six Sigma (Green)
Entrepreneurship & Small Business Specialist



Ms. Julie Bergeron
Operations Coordinator
Entrepreneurship & Small Business Specialist



Ms. Dacia Beard
Research & Evaluation
Communications and Public Health Expert

In addition to our dedicated staff, our team heavily responds on its organizational affiliations to remain connected to the needs of our clients. At present our CEO is a board member of the National Forum for Black Public Administrators South Florida Chapter which has a corporate advisory council that partners with small and woman owned businesses throughout South Florida including Boynton Beach. Our leadership within Be.Lead.Grow., LLC, is uniquely positioned to work in partnership with the Director Tonya Davis-Johnson of the Palm Beach County Office of Small Business Assistance, and thus aware of the recent disparity study that speaks to the challenges that women business owners have historically faced



and potential strategies and supports being put in place to support them. In addition, our organization is an affiliate of Nonprofits First which partners with non-profit business owners who are mission focused, alongside those who face challenges and are unable to go the desired for-profit route because of funding but find solace in the non-profit space. Lastly, being housed out of CoWork Boynton, uniquely positions us to have access to partnerships with other business owners throughout the City of Boynton Beach. Our organization also receives advisement from community partners and business owners through professional and personal relationships.

Organization Activities and Measurable(s):

It is our belief that having a healthy working environment alongside a holistic approach to business practice creates an enjoyable and beneficial experience for both the business and the client. Strategic planning and product development activities that incorporate and honor the experience of the client add to the business' ability to improve their profit, performance and power.

Our business has the unique privilege of supporting government organizations, non-profit organizations and for-profit businesses find solution focused strategies to address complex challenges and increase their profit, performance and power via marketplace positioning. This has been accomplished in a variety of ways, such as but not limited to:

- Data Infrastructure Support
- Applied Research & Evaluation
- Training & Keynote Speaking,
- Strategic Planning Enhancement,
- Program and Product (re)Design,
- One-On-One Leadership Coaching,
- On-site Team Building & Consulting,
- Creative emPOWERment Strategy Development. and
- eConsulting (web based consulting)
- Curriculum and Training Development

Our success is identified by successful completion of projects, client survey, implementation of strategy into the workplace and action taken by clients (both individual and organizations). Our success is found when we hear successful stories from our clients. For example, Tafeni English, Entrepreneur and Director of the Southern Poverty Law Center received leadership and entrepreneurship coaching from our founder, and she stated that, "Dr. Shuttleworth has a unique gift to help you harness your power and influence without losing "who" you are. She taught me that my success was critical to being able to honor every phase of my journey. I was able to re-direct my thoughts, rediscover and nurture the leader in me and change behaviors that were no longer serving me on my new journey."

In addition, after completing a day-long training with her leadership team, Debra Deberry Clerk of Dekalb County Superior Court said this about our CEO, "You are amazing! Our team learned so much about the



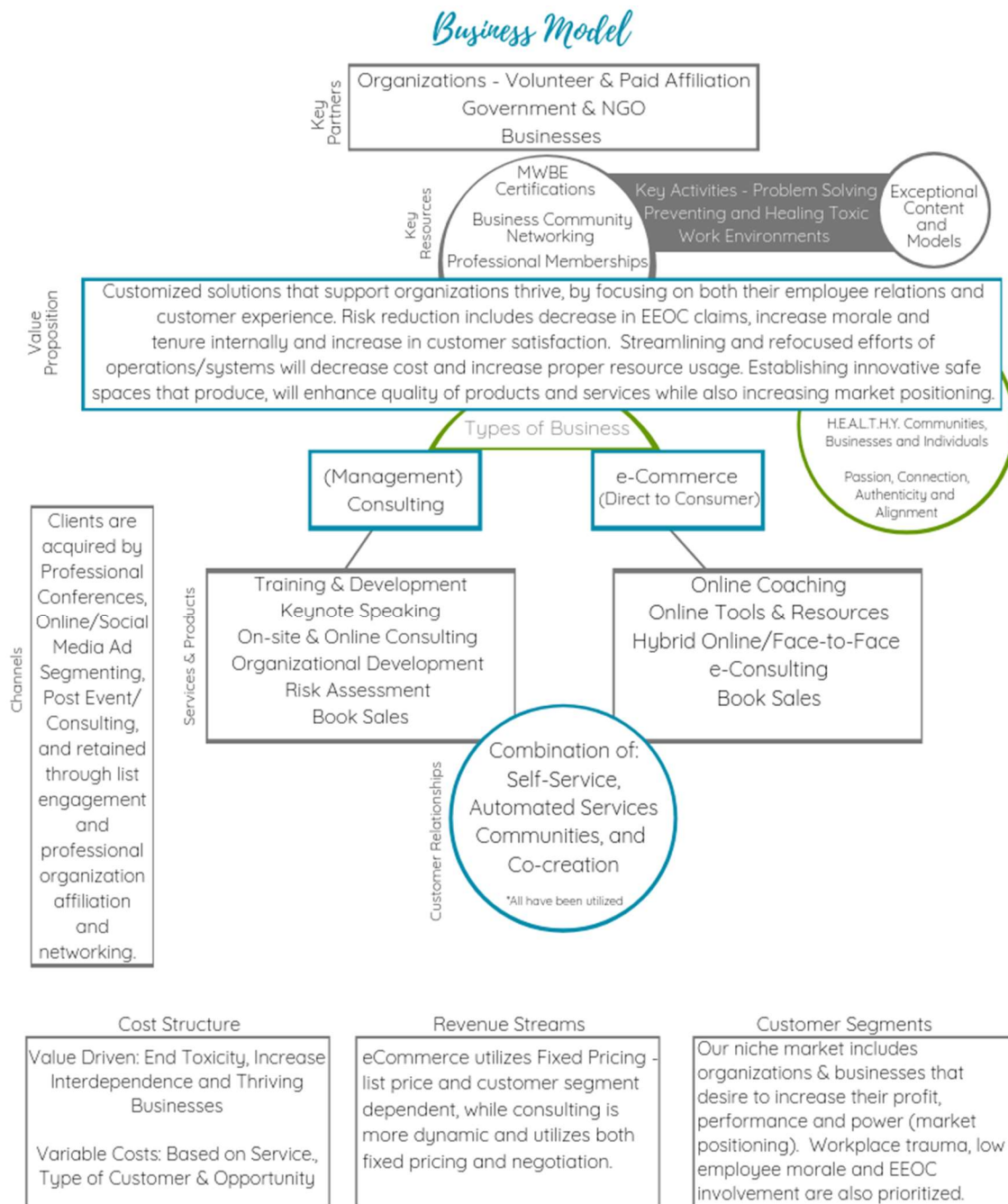
dynamics of public service, the emotional intelligence to be greater! Anyone wanting to better their team, better their service delivery, better their ability to be honest about who they are, call Dr. Angela M. Shuttlesworth!" Knowing this, it is our duty to track both quantitative and qualitative measures in defining success. Our definitions expand, as we continue to expand our service offerings and build the capacity of businesses and organizations to provide H.E.A.L.T.H.Y environments for all to thrive.

Similarly, to our approach of measuring success via both quantitative and qualitative data, our proposal includes both measurements; however, the foundation of our reporting provides very clear questions for women business owners (WBO) to provide a holistic understanding of their barriers and needs. A rich array of questions is outlined below. In addition to the quantitative data that is collected and reported, the qualitative data provides context for the City of Boynton Beach to utilize as they propose plans and develop additional services to support WBOs.



Business Model

Our company is a Management Consulting Firm, and eCommerce service provider. Please see the illustration below to explain our business model, key partners, high level services and products, cost structure, customer segments, revenue streams, customer relationships, channels, key resources, value proposition key resources, and key partners.





The City of Boynton Beach's Business Environment

The City of Boynton Beach's Business Environment is continuously evolving and expanded as a result of community and economic redevelopment efforts, and the rise of entrepreneurship from citizens throughout the city. Be.Lead.Grow., can contribute to the City of Boynton Beach's business climate as an advocate for H.E.A.L.T.H.Y. business, as a consultant on how to efficiently and effectively engage business owners in a holistic manner, while also participating in the efforts of The Greater Boynton Beach Chamber of Commerce. The city has allotted financial resources through grants to support businesses, which speaks to its desire to enhance the ongoing innovation that is currently taking place. This creates an environment for a reciprocal relationship which is appreciated and needed within public-private partnerships.

Be.Lead.Grow., LLC is a certified Minority Woman Business Enterprise with Palm Beach School District, which serves as one of the top three employers. It is also certified with Palm Beach County, which recently noted a historical disparity of business opportunities for women owned businesses, and those owned by persons of color. If possible, Be.Lead.Grow., LLC is able to serve as a liaison with the Office of Small Business to gain a deeper understanding of how this disparity has impacted business in the City of Boynton. Related to this project, the vendor databases will be utilized to contact woman own businesses to participate in this process.

Budget

The grant funds will be utilized as follows:

ITEM	COST	JUSTIFICATION
Development of Electronic Report	\$1,000	These funds will support the payment of a quality, thorough and solution focused reporting of all activities and proposed strategies for the City of Boynton Beach.
Collection and Management of Data	\$500	The confidential data will be collected via face to face interview during focus groups, and a electronic survey platform. Data will be cleaned and summarized to support the final report.
Rental Space for Focused Group Meetings (2) and	\$200	The focused group and development of report will take place at CoWork Boynton. Members of the focus group will be allowed the opportunity to participate throughout the process.
Online platform for Virtual Access to Meetings & Recording of Meetings	\$50	Zoom platform will be used to provide virtual access to focused groups for women business owners that desire to participate but cannot



		attend the meeting in person. These meetings will also be recorded to ensure that quality record keeping of feedback to questions are accurately captured.
Marketing of Survey and Associated Events	\$100	Social media (FB Ads) and Eventbrite will be used to attract individual to participate in this activity.
Paper Printing & Copies of Instrument	\$150	Paper copies will be available for those who desire to write their responses, and assistance will be provided for them as well if needed.
	\$2,500	

Milestones and Goals Final Report

It is our belief that data driven decision making is the cornerstone for making sustainable change or having a successful launch of something new. The items listed below are based on the HEALTHY model and include space for both quantitative and qualitative data. Knowing that we cannot fully predict the response related to barriers, and or strengths regarding women entrepreneurial success, we want to also leave room for such unique instances via open ended questions and additional responses that will be a part of the report's summary.

The data will be formulated and reported based on the H.E.A.L.T.H.Y. model, developed by Be.Lead.Grow., LLC, and is organized in a way to provide a holistic assessment of need, while also contributing to the solutions as well. In this review, the Woman Business Owner (WBO) is the focus of the data collection, however it includes a review of business operations, team dynamics and her awareness of and relationship with her current and/or potential clients.

The following questions and format are the intellectual property of Be.Lead.Grow., LLC and are not able to be shared publicly as listed below. An abbreviated framework will be provided to assist in scaling and supporting others on the public domain. This will be a discussion as part of the onboarding process of the grant.

Data will include, and is not limited to:

- I. Honor Everyone's Journey
 - a. Do you feel that you possess the experience, degrees, and certifications necessary to run a successful business?
 - i. OPEN ENDED: What opportunities do you believe would have positioned you to run a successful business?
 1. The report will identify trends, categories and identified partners (e.g. education, cost for location to conduct business, etc.). All data will be provided to the City of Boynton Beach for additional analysis if needed.
 - b. Have you worked for a similar business as an employee or an apprentice?



- i. OPEN ENDED: How did this experience influence your role business success as a Woman Business Owner (WBO)? If you desired to have this experience but were unable to, what served as your barrier?
 - c. Do you feel that you have faced gender-based barriers to accessing business resources?
 - i. OPEN ENDED: If so, what were those barriers and how did you overcome them or what would support you in overcoming them?
 - 1. Will identify trends of barriers and proposed solutions. All data will be provided to the City of Boynton Beach for additional analysis if needed.
 - d. Do any of your family members own a business or businesses?
 - i. If so, are they in the City of Boynton Beach?
 - ii. If no, did they attempt to establish a business in the City of Boynton Beach?
 - e. Do any of your friends own a business or businesses?
 - i. If so, are they in the City of Boynton Beach?
 - ii. If no, did they attempt to establish a business in the City of Boynton Beach?
 - f. Does your family and friends having a business influence how they support you in running an effective business?
 - i. If so, how do you feel their support is unique because they own a business?
- II. Establish Excellence as Your Norm
 - a. Do you feel that you have the foundation for a successful business (e.g. business plan, financing, budget experience, lawyer, insurance agent, accountant, etc.)?
 - i. OPEN ENDED - If so, what do you feel is the foundation for a successful business and how did you acquire it?
 - b. Do you currently possess the financial capital to run a business at the level that you deem successful?
 - i. If yes, how much does it take monthly to run your business successfully?
 - ii. If no, how much do you need on a monthly basis to successfully run your business?
 - c. Do you currently possess the social capital to run a business at the level that you deem successful?
 - i. If yes, what social supports do you utilize?
 - 1. OPEN ENDED – What social capital do you currently possess and how has it helped you run a business at the level that you deem successful?
 - ii. If no, what barriers do you face in accessing the social supports that you desire?
 - 1. OPEN ENDED - Have you tried to see if there were allowances to support your business if you didn't meet a particular criterion, or have a certain resource? For example, if there is an opportunity to have your fee waived if you wanted to join the Boynton Beach Chamber of Commerce during your first year of business. Please share your experience.
 - d. Have you registered as a vendor with the City of Boynton Beach?
 - i. OPEN ENDED: If no, what barriers did you face when attempting to register?
 - e. Have you pursued a contract with the City of Boynton Beach?
 - i. OPEN ENDED: Please explain your experience.



- f. Are you a registered Minority woman business enterprise with any governing body, and if so who?
- III. Advance Your Culture with Innovation
 - a. Are you able to verbalize the unique value proposition provided by your company?
 - b. (OPTION – Select ALL) What methods are used to articulate your unique value proposition to your consumers (face-to-face, word of mouth, online marketing,
 - c. Do you feel you have the financial resources to support the innovative of you and your staff?
 - i. OPEN ENDED: What barriers have you faced in accessing the financial resources to support the innovative ideas of you and your staff?
- IV. Lead with Vulnerability and Joy
 - a. OPEN ENDED: How does your personal journey influence your leadership within our company?
 - b. Do you feel that you can honor your experience as a woman, and a business owner?
 - i. OPEN ENDED: If any, what barriers do you feel you face in not being able to honor your experience as a woman business owner?
 - c. How regularly do you experience joy as a woman owned business owner? (All the time, daily, often, not enough, never, joy – what is that?)
 - i. OPEN ENDED: What could the City of Boynton Beach do to support you in enjoying your experience as a woman owned business owner?
- V. Thrive with Efficiency and Passion
 - a. Do you have the systems required to run your business effectively?
 - i. OPEN ENDED If no, what barriers have you faced in accessing these systems/resources?
 - b. What systems do you use and what are the associated costs?
 - c. Have you accessed any resources or supports for small businesses throughout the City of Boynton Beach? Please list those organizations and types of supports.
 - d. Do you have access to a network of professionals with similar passions related to your industry within the City of Boynton Beach?
 - i. OPEN ENDED – How can the City of Boynton Beach support you in connecting with other passionate professionals in your industry?
- VI. Yield to the Awesomeness of YOU!
 - a. Do you celebrate your wins, and grieve the losses throughout your business?
 - i. OPEN ENDED: How do you celebrate your wins and grieve the loses throughout your business?
 - b. Do you celebrate your unique experience and choice to be a Woman Business Owner (WBO)?
 - i. OPEN ENDED: How do you celebrate your choice to be a WBO?
 - c. OPEN ENDED: What activities and resources do you utilize throughout the City of Boynton beach that assist you in being great?

Please note that the items above will be sorted and summarized based on industry, business size (number of employees), degree of financial success, and race.



Milestones & Goals (First Two Months)

The milestones and goals we have set to achieve during the first two (2) months after being selected for the grant are:

- I. Coordinate identifying City of Boynton Business Woman Business owners from City of Boynton, Palm Beach County Vendors and certified MWBE, Palm Beach County School District vendors and certified SBEs, The Greater Boynton Beach Chamber of Commerce, and organically as directed by points of contacts at the above organizations.
- II. Contact persons identified via the above method
- III. Develop Social Media Ads for Attracting Participation in the Project
- IV. Set Dates for Focused Group
- V. Develop Process for Retrieving surveys electronically, via paper and in person
- VI. Begin Process of Retrieving paper surveys from eligible Woman Business Owners
- VII. Begin Process of Retrieve online surveys from eligible Woman Business Owners
- VIII. Hold First Focused Group Event In-Person
- IX. Hold First Focused Group Virtually

Remaining items will take place throughout the second two months and it is noted that our Final Report at the end of their four (4) months will identify the strengths, weaknesses and opportunities for entrepreneurship in our chosen focus area of women in Boynton Beach.

Thanks & Gratitude

Be.Lead.Grow., LLC appreciates the opportunity to participate in this process. Should you have any additional questions or need additional information please do not hesitate to contact us via the information on the cover sheet. We are also appreciative of this effort and look forward to seeing the benefits of this project.



May 2, 2019

VIA EMAIL: DURGANJ@BBFL.US / SCOTTD@BBFL.US

The City of Boynton Beach
Att. John Durgan / David Scott
Boynton Beach, FL

Re: Grant Application for the Establishment of New Business Incubator 1(b)

Dear John / David,

Please find our application herein as outlined on your website.

1. Cover page

- Type of grant you are applying for - [Establishment of New Business Incubator 1\(b\)](#)
- Name of your organization - [Beach Labs, Inc.](#)
- Main contact person, indicating title or position - [Ronald P. Russo, Jr., Founder](#)
- Full mailing address - [3450 S Ocean Blvd, Ste 122, Palm Beach, FL 33480](#) but we are currently [looking for office space in Boynton Beach](#)
- E-mail address, phone numbers, and fax numbers - info@BeachLabs.net, +1 561 408 5147, we [do not use fax](#)
- Web site of the organization - <http://beachlabs.net>
- Type of organization - [For-profit](#)
- Date of submission of the application - [May 2, 2019](#)
- Amounts requested from the City of Boynton Beach - [\\$20,000](#)
- Amount contributed by your organization - [\\$8,500](#)

2. Applicant Organization

a. Organization Overview:

- Provide a brief description of your organization - [Beach Labs is a creative agency and incubator that focuses on solving problems to achieve scalable solutions. Our efforts turn challenges into growth opportunities.](#)
- History - [Beach Labs is a Florida corporation founded in 2008 as Coconut Row Capital.](#)
- Founders and partners - [Ronald P. Russo, Jr. is our Founder.](#)
- Governance - [We are a private company but I have served as a compliance officer at a few FINRA regulated broker / dealers.](#)
- Relationship with tenant businesses - [We have good relationships with current and past clients.](#)

- Overall business prospects for the short, medium and long-term - We are very optimistic at the prospect of helping create new businesses in coordination with the City of Boynton Beach.

b. Organization activities and measurable(s):

- Provide a description of what activities your incubator offers and the measureable(s) you are using to track and indicate success. - We started the incubator in March of this year and in the first month now own pieces of four companies.

c. Incubator Facilities:

- Describe the location and physical facilities and services offered to tenant companies. Applicants for Category 1b Grants should indicate whether or not land and/or a building have been secured for the proposed business incubator. - We are currently looking for a location near Federal and Boynton Beach Blvd.

d. Tenants:

- Indicate if you are focused on a particular sector i.e. technology. - Tech is a strong point but we are industry agnostic.
- Describe the total number of businesses you have served; how many tenants have graduated and how many you are currently serving. - We are serving four portfolio portfolio companies.
- Proponents for Category 1b Grants should indicate whether or not a feasibility assessment has been carried out to measure the potential target market, and/or what the estimated market segment and size could be for the proposed business incubator. - We do not feel that a feasibility assessment would be a wise use of our time or money.

e. Business Model:

- Describe your current business model and indicate your current and anticipated future sustainability. - Our business model is to ramp up revenues and profitability on the agency side of our business and invest long term in our clients on the incubator side. We have an incredibly low overhead so we do not expect sustainability to ever be an issue.

f. The City of Boynton Beach's Business Environment:

- Describe how you can benefit from and contribute to the City of Boynton Beach's business climate. - We feel there is a huge opportunity to put Boynton Beach on the map. There has been substantial development in Boynton Beach and it seems as if a Downtown like area is finally starting to develop.

3. Mission and Vision

- Our mission is to build a portfolio of valuable young companies by helping them grow exponentially faster with our involvement.

4. Executive Summary

- Provide a concise summary (100–300 words) of the application, capturing the key elements that describe your organization's goals and objectives. State concisely how you plan to achieve your main objectives. - With the help of Beach Labs entrepreneurs will be better prepared to turn business ideas into successful new ventures that we will continue to participate in along the way. Beach Labs will help business owners access the resources and assistance they need to grow. Our incubation program's main goal is take equity in successful ventures that will become financially viable.

5. Financial Statements

- Category 1b Grants must provide projections for the next two years.

REVENUE	YEAR 1	YEAR 2
Agency revenues	\$126,921	\$335,565
Grants	\$20,000	
TOTALS	\$146,921	\$335,565
EXPENSES	YEAR 1	YEAR 2
First 4-Months (Budget)	\$28,500	
Monthly Ongoing (\$5,000 x 8-Months)	\$40,000	\$60,000
TOTALS	\$68,500	\$60,000
GROSS PROFIT	\$78,421	\$275,565

- Projections do not include any return on equity owned in portfolio companies.

6. Proposal - Please include the following sections:

- Incubator Activities: Describe the core activities, and the anticipated inputs, outcomes and impacts associated with tenant businesses. - I am assuming when you say tenant businesses this is what we would refer to as our portfolio companies? We are industry agnostic so whatever their business is we would help them with consulting, branding, design, marketing, business development, etc. The output is that we would own a piece of said company and hope it becomes very valuable while having a positive impact on the local community, job creation, taxes, etc.
- Critical Success Factors: Indicate any risks associated with the incubator. What could potentially prevent you from running a successful business incubator? Also indicate what

- you plan to do to mitigate these risks. - The biggest risk is execution then lack of capital. We will mitigate risk by being extremely selective in our choice of portfolio companies. we are also experts at raising capital but will more importantly focus on running operations with an extremely low overhead.
- Project Sustainability Strategy: Applicants applying for Category 1 Grants must outline how this project is scalable and sustainable. What is your sustainability strategy, (illustrate how sustainability will be reached over time and how the grant will contribute to achieving sustainability). - As outlined above our business model is to ramp up revenues and profitability on the agency side of our business and invest long term in our clients on the incubator side. We have an incredibly low overhead so we do not expect sustainability to ever be an issue.
 - Monitoring and Evaluation: Define indicators for each activity, specifying how these indicators will be measured and evaluated. - Key Performance Indicators (KPI's) will be as follows and will be monitored and evaluated on a monthly basis (numbers don't lie, people do):
 - Number of new agency clients;
 - Number of new portfolio companies; and
 - Overall monthly revenues and profit margins.
 - Budget: Itemize the City of Boynton Beach grant funds per activity and category, and provide justification for the main budget items. All budgeted items must be directly related to the organization's activities and operations. Where counterpart or additional funding is provided, it should be clearly indicated. - See chart below with startup costs.
 - Milestones and Goals Reports (2): Each proposal must include a Milestones and Goals Report for the first two (2) months after the grantee is selected and a report for four (4) months after the grantee is selected. The Milestones and Goals Reports will be directly related to the applicant's grant funding of the final \$10,000, \$5,000 upon submittal of your 2-month Milestones and Goals Report, and \$5,000 upon submittal of their 4-month Milestones and Goals Report. The grant funds will be distributed based upon the applicant's Milestones and Goals Reports for the business incubator. - This item seems like the reports are a deliverable "after the grantee is selected" meaning we do not need to answer this now?

Budget - Cost by Category of Expense

COST CATEGORIES	TOTAL BUDGET AMOUNT	AMOUNT SOUGHT FROM THE CITY OF BOYNTON BEACH	CO-FUNDING PROVIDED BY APPLICANT
Equipment	\$2,500	\$2,500	
Furniture / Furnishings	\$2,500	\$2,500	
Internet Access	\$250	\$250	
Marketing	\$6,500	\$6,500	
Office Supplies / Materials	\$500	\$500	

Personnel / Staff Costs	\$3,500	\$3,500	
Technology (website, software, etc.)	\$12,500	\$3,000	\$8,500
Telephone System	\$250	\$250	
Workshops / Events	\$1,000	\$1,000	
TOTALS		\$20,000	\$8,500

Please feel free to contact me at any time at +1 561 408 5147 or at ron@BeachLabs.net. Thank you!

Sincerely,

Beach Labs, Inc.



Ronald P. Russo, Jr.
Founder



Application for Category 2:

Working Groups on Entrepreneurship for Youth

Cover Page

Organization: Connect to Greatness, Inc.

Contact Person: Cassondra Corbin-Thaddies, President

Alternate Contact: James Thaddies, Vice President

Mailing Address: 1530 W. Boynton Beach Blvd. #3525, Boynton Beach, FL 33424

Email: C2Ginc561@gmail.com

Phone: 561.502.0504

Website: www.connect2greatness.com

Type of organization: Nonprofit- 501c3

Submission Date: April 29, 2019

Amount Requested: \$2,500



Connect to Greatness, Inc.

Working Groups on Entrepreneurship for Youth Proposal

Organization Overview

Connect to Greatness, Inc. is a 501c3 organization formed specifically to expose alternative and promising programming options to African-American/Black boys to discover their greatness and set new expectations for themselves and their future. Our goal is to promote and nurture a shift in their thinking about themselves, their behaviors, attitudes, and relationships. The organization focuses on 6th-grade middle school boys in South Palm Beach County. The organization was started in 2016 out of a mother's concern for the social and emotional wellbeing of African-American/Black boys given the stereotypes and prejudice that put their lives at risk daily. The founding members consisted of people from the community who were parents of boys or had extensive experience working with male youth of color. The Board of Directors currently consists of 7 members including partners from Healthier Boynton Beach, PNC Bank, and Pathways to Prosperity. Four of the Board members have been with the organization since its inception.

Organization activities and measurables:

The Boys to Men Leadership Academy is a 30-week (two 15-week sessions) program focused on building the fundamental skill-sets of the boys to become great men and change-makers in the world. This may include topics and experiences related to cultural awareness, social responsibility, mental health, and leadership. African-American men serve as Connect to Greatness (C2G) Coaches with a focus on empowering our boys to do the "inside-out" work of understanding who they are through these self-discovery sessions and experiences.

The ***C2G Women of Boys Empowerment Series*** are 90-minute empowerment sessions offered twice a month for 30-weeks (two 15-week sessions) to the women in the lives of the C2G boys. Empowerment series topics may include mental health, financial literacy, leadership, advocacy, etc. facilitated by community experts.

Measurable activities

1. Improve or maintain effective interpersonal skills

80% of youth will improve or maintain effective interpersonal skills. (Building responsible decision making and relationship skills). Mentees complete a pre-survey their first day starting the program and complete a post-survey at the end of each 15-week session using the Hemmingway Measure of Adolescent Connectedness (MAC)-Connectedness to Peer Subscale.

2. Maintain satisfactory school attendance



80% of youth will maintain satisfactory (i.e. less than 10 days absent) school attendance. Mentees submit their report cards at the end of each semester in October, December, March, and May.

3. Improve or maintain effective coping mechanisms for dealing with stress

80% of youth will improve or maintain effective coping mechanisms for dealing with stress. (Building self-awareness and self-management skills). Mentees complete a pre-survey their first day starting the program and complete a post-survey at the end of each 15-week session using the NMRC KIDSCOPE -child version.

In our report, we will use quantitative data to analyze participant responses to survey questions. In addition, our quantitative data will provide an analysis of the number and type of “youth-friendly” businesses there are Boynton Beach.

Business Model:

Our business model is group mentoring. Our program is designed to offer mentoring activities with one or more mentors and at least two mentees.

The City of Boynton Beach’s Business Environment:

Connect to Greatness, Inc. will benefit from the City of Boynton Beach’s Business Environment by building future partnerships with businesses to expose and share with our youth their business endeavors and perhaps become a mentor or offer internships to youth interested in their industry.

Connect to Greatness, Inc. can contribute to the City of Boynton Beach’s Business Environment by showcasing businesses to our youth and their families. These partnerships support the businesses in Boynton to build future clients, sustain their business, and become known as a “youth-friendly” business.

Budget:

The City of Boynton Beach’s grant funds will be utilized to engage a consultant to hold focus groups in schools, churches, and community centers to ascertain the current opportunities and challenges for youth seeking to become business owners/entrepreneurs in Boynton Beach.

Budget Item	Expense
Personnel/Staff Project Coordination Costs (\$30/25 hours)	\$750
Consultant (\$30/hour x 50 hours)	\$1500



Focus Group Session Materials and Supplies (copying, incentives, printing, etc.)	\$100
Technology and social media marketing	\$150

Milestones and Goals Final Report:

The information and data we will collect will consist of survey style questions and answers which may be conducted individually or in a small/large group (survey tool TBD). Youth will be provided with an overview of the purpose for the discussion and will then be asked to complete a survey that may assess their interest in becoming an entrepreneur, what they already know about getting started, and what challenges or barriers they believe exist to getting to their goal. During the first two months, we will identify 3-5 focus groups of youth ages 12-18 years of age to participate in the sessions. The sessions will include 10-15 youth. Youth will be selected from afterschool programs, church groups, community programs, and schools. Sessions will last between 30-45 minutes and may include an incentive for participation. In addition, based on the interest of youth per the surveys, local businesses will be selected for an interview to ascertain if they have a plan for engaging youth as an apprentice or for internships. Our final report will identify the strengths, weaknesses, and opportunities for youth entrepreneurship and identify “youth-friendly” businesses in Boynton Beach.



Formatted: Font: 12 pt

Category 1 Business Incubation Existing Business Incubator

Formatted: Font: 18 pt

Annette Gray Founder

1500 Gateway Blvd #220 Boynton Beach FL 33426

Deleted:

info@gbdcei.com phone 561-894-4510 fax 561-894-4501

Deleted: FI

Formatted: Font: 18 pt

WWW.GBDCEI.org

Formatted: Font: 18 pt

Type of organization: 501 c 3 status approved in 2014

Submission Date: May 3,2019

Deleted: Project Description:

Formatted: Font: (Default) Times New Roman, 18 pt

Amount of Funds Requested: \$20,000

Deleted: This proposal is to request funds towards the expansion costs of business incubation training and support counseling services for emergent and growing businesses of Boynton Beach.

Project Deliverables:
100 individuals will participate in the series
80 individuals will receive business counseling.
4 business success training series will be conducted, with 4 separate classes of 25 people participating in the series
A monthly meet the expert round table mentoring event will be held
A Annual Professional Development Conference will be Held

Formatted: Left, Indent: Hanging: 0.63"

Deleted: for Project

Deleted:

Formatted: Font: (Default) Times New Roman, 18 pt, No underline

Formatted: Font: (Default) Times New Roman, 18 pt

Formatted: Font: 12 pt



Executive Summary

GBDC Entrepreneurship Institute is expanding its incubation services and reach through a newly developed asset; The Mobile entrepreneurship and Training Unit. The expansion to mobile and virtual incubation is fueled by the entrance of

the millennial generation into the market place as employees, business owners and consumers.

Industry trends have shifted from physical incubation to virtual incubation combined with agile co-work Spaces. This GBDCEI proposal and proposed programs are focused and tied directly to the outcomes of the business survey conducted by the Boynton Beach Economic Development Department and current trends facing incubators, entrepreneurs and micro enterprises.



Target Audience. The Boynton Beach Business Survey shows 61 % Boynton Beach business have 1-5 employees and the Business Tax Receipt department shows that 2561 business have registered a license in the past 3 years. Given the SBA's finding that most business fail in the first year of business or by year 5 GBDCEI has chosen to focus on this target population of emerging (startup), Entrepreneurs and Small businesses in their first five years of operation. In intake process and application will be used to determine the stage of business and areas in which the business needs assistance. The program will include training, technical assistance and one on one coaching for those who are in the concept development to those who have been in operations for five years or less.



Program Focus

- Development of business plans to improve business operations methods and increase chances for funding
- Funding Application Technical Assistance
- Technical Assistance with Small/Disadvantage, Minority, Female Certification with the City, County and State.
- Training and Technical Assistance with, Digital Marketing, Social media and branding.
- Levering technology and agile work teams to offset employee turnover and improve sustainability
- Provide mentoring and networking opportunities with more established businesses and vendors

Program Delivery Methods



- Group Training
- One on One Technical Assistance (In partnership with the SBDC)
- Volunteer Mentorship Program (In Partnership with the Chamber
- Annual Conference (In partnership with Community Business Support Industries
- Monthly Networking Event (In Partnership with the Chamber)
- Funding Assistance (in partnership with Accion USA)

Project Description: This proposal is to request funds towards the expansion costs of business incubation training and support counseling services for emergent and growing businesses of Boynton Beach.

Project Deliverables:

- 6 business success training series will be conducted, with 8 separate classes of 25 people participating in the series
- A monthly meet the expert round table mentoring event will be held
- An annual professional development conference will be held
- 10 participants will receive stipend credit totaling \$5000 (\$500 each) toward tangible paid business development tools and services offered by GBDCEI such as business cards, website development, Social Media Platform setup, graphic design. (This will not be given in cash or monetary tender but is services)
- Monthly tracking of program participants
- Participants surveys
- 200 program participants
- 30 business plans
- 160 counseling sessions
- 50 candidates successfully complete the minority or small business certification process
- 50 participants assisted with funding applications
- Increase the number of new businesses that are started in the city boundaries
- Increase the number of existing businesses' expansion efforts
- Increase the number of business owners in obtaining private capital

Amount of Funds Requested for Project: \$20,000



Applicant Organization

GBDC Entrepreneurship Institute (GBDCEI) is the Black Chamber of Commerce 2018 Nonprofit of the Year Award Winner. GBDCEI began as a for profit business incubator Global Business Development Center founded by Annette Gray, after serving as a consultant and trainer for the SBA and many of the SBA's Resource Partners in South Florida. The structure was changed to a nonprofit structure in 2014 was precipitated by market place demand and clients who are accustomed to free services funded by the SBA to resource partners. As a result, competitively and comparatively a for-profit incubator with paid service was not eagerly sought after by clients particular after the economic down turn of 2008- 2011.

GBDCEI is incorporated as a non-profit charitable organization and an educational Community Development Corporation. The organization is an essential part of the South Florida economic development t and is sought after by both clients and strategic alliance partners looking to expand their mission beyond their front door. GBDCEI strives to improve local communities by applying innovative development strategies and by promoting job creation via small business ownership. Today, GBDCEI focuses on developing entrepreneurs, future entrepreneurs and building capacity for existing small businesses.

GBDCEI was founded by Annette Gray. Annette Gray is an established Business Management and Economic Development Specialist, an international keynote speaker and business trainer. She is currently a Commissioner on The Palm Beach County Advisory Commission on the Status of Women and the former Chairperson of the Delray Beach (CRA) and the former Vice-Chair of the Delray Beach Marketing Cooperative (DBMC). Prior to entrepreneurship, she led and managed teams at Fortune 500 Companies, such as MBNA America Bank and government entities such as the City of Boynton Beach CRA and West Palm Beach DDA. She has over twenty years of experience in marketing, economic development and strategic planning in the private and public sectors. Annette has spent the last 15 years dedicated to the development of entrepreneurs and small businesses. She has served as an SBA Consultant and Trainer, for The Florida Women's Business Center, The Jim Moran Institute for Entrepreneurship, The Urban League of the Palm Beaches, the Boynton Beach CRA (Full CV Attached)

The Board is very tactical combination of individuals who has the skills relevant to the navigate the challenges faced by our clients today's market place

- Alterraon Phillips, ESQ. Chairman Legal council
- Rocio M. Davis Vice Chair Non-Profit development background
- Stephie Rockwell Secretary Digital Media Marketing, Public Relations Governance
- Representative Joe Casello, Government Public Policies Governance
- Donald Norris Information Technology Governance
- Corey O'Gorman, Private Sector Sponsorship Governance
- Maryan Payne Millennial Advisor

According to UBI Global Business incubation is growing rapidly, particularly in the areas of Innovative new programs like pre-accelerators, virtual incubation, integrated co-working space. GBDCEI is well ahead of the curve of these trends. GBDCEI began delivering and specializing in virtual incubation approximately three years ago. This decision was influenced by the multigenerational shift in the marketplace. While Boomers sought out bricks and moulder incubation the Millennial generation expressed a desire for entrepreneurship at the beginning of their careers not at the like their boomer counterparts. They also expressed their desire to be more agile because they have a better capacity to leverage resources globally via the worldwide web.

GBDCEI's response to the new trends and demand of clients was to focus on virtual and mobile incubation. This takes the form of a former Palm Tran Bus retrofitted to deliver training and resources to entrepreneurs, solo-prenures and small micro enterprises. This target population finds it difficult to leave their operation to take advantage of resources. Subsequently, a mobile service that comes to them will be invaluable.

According to the Boynton Beach Business Tax receipt office there are approximately 2561 business that are between 1 and 3 years in operation. GBDCEI with the Mobile Entrepreneurship Leadership and Training Bus will target this population with, Incubation, training, technical assistance and one on one business coaching. According to data from the Bureau of Labor **Statistics**: about 20% of business fail in their first year, and about 50% of small businesses fail in their fifth year. The GBDCEI team recognizes the importance to the Boynton Beach economic landscape to ensure that the city's business success rate during the critical period is better than the national average.

Incubator Facilities:

GBDCEI serves clients from a bricks and moulder location at 1500 Gateway Blvd. Boynton Beach. The services are enhanced by the MELT Bus. Prior to the mobile unit GBDCEI served clients from an 1800 sq. ft. office on Congress Avenue. GBDCEI also partnered with local community organizations to use their space and extend the reach in the community The Organization does not currently have a formalized incubation from which clients graduate. Clients are served based an in-depth needs analysis. A la Cart Services are selected by their clients based on their needs

GBDCEI Currently offers the following Virtual Incubation

- Mailing Address
- Telephone number or answering

Professional Services

- Social Media and digital marketing
- Bookkeeping/Accounting
- Payroll
- Business plan development

Moved (insertion) [1]

Deleted:

b. The Center for Technology, Enterprise and Development (TED Center) is incorporated as a non-profit charitable organization and an educational Community Development Corporation. The center has been an integral part of the South Florida economic development landscape for 17 years and strives to improve local communities by applying innovative development strategies and by promoting job creation via small business ownership. The TED Center's mission is to foster community revitalization

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted

Moved up [1]: Technology & Marketing Services: offers

Deleted: Describe the location and physical facilities and

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted

Formatted

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted

Formatted

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted

Formatted

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: 12 pt

Deleted: ¶

- Business Structuring (Formation, licensing, trademark, Patenting, Small business certification, Barcoding Assistance, Marketing Branding, Graphic Design, website development and Social media marketing)

Tenants: GBDCEI have served over 200 clients. Additionally, over 3000 clients have attended the workshops, conference and networking events. Clients are identified by client intake files and data sheet that are kept for five years. Attendees to event, conferences, workshops and networking events are identified by attendance rosters and sign in sheets. It is estimated that the MELT BUS retrofitted with 20 computers, will double our capacity and the number of clients we serve .A small sample of incubator clients and services is indicated below and reflects the variety of industries that the organization has served:

- Chameleon Security Group (Office Space, Bookkeeping, Payroll, SSM, Business development)
- Miami Beach Fire Benevolent Association (501c3 Structure)
- Brandon Flowers Foundation (501c3 Structure Corporation Structure Phone service)
- Marius Boyd (Business Development)
- Palmaress Research (Website development, Corporation structure phone service)
- Bill Tome Foundation (501c3 Structure)
- Watts Accounting (Office space, SSM, business development referrals)
- Computer Bargains (Office Space, . SSM, Business development
- Shades and more (Social Media Marketing)
- Diakare Dialysis (Business Plan Development)
- ER Healthcare Consulting (Website development, business plan development,
- TIV Fragrance (Website development, SSM)
- PSJ Law & Associates (Business Plan Development)
- Sing it Again Miss (Business Plan Development)

Business Model: Given the research surrounding the incubation of small businesses the GBDCEI team plans to remain mobile to reach as many clients as possible. Easy access to resources is vital to business owners who are solo or 2 people operations. GBDCEI will also continue to identify strategic alliance partners to ensure a broad reach. A brie audit of today's SBA resource providers with non-mobile resource indicates that the internet and conflicting priorities has reduced the number of client willing to travel to a bricks and motor office.

Prior to the MELT bus GBDCEI was complete funded by fee based services, grants and fundraising activates. The MELT BUS provides another level of revenue from advertisers on the side of the bus. Additionally, strategic partners will be given the opportunity to use the bus for a half or full day for a fee. Going forward revenue sources will include:

- Fee based services
- Grants
- Fund raising activates
- Mobile advertising
- MELT BUS rental

The City of Boynton Beach's Business Environment:

The City of Boynton Beach business environment is expanding. According the business survey 32% of the surveyed population indicated a desire to expand their current business. The general population is also growing. The current population of approximately 74,000 is expected to increase to 81,000 by 2025. Additionally, the median age continues to decrease (currently 42.8). A final impacting factor is the extremely low unemployment rate of 3.5%. These factors are extremely conducive to the development and continued growth in the number of small and medium enterprises (SMEs). With unemployment low and the largest generation since the boomers struggling to find employment they are extremely likely to turn to business ownership.

GBDCEI has several strong young entrepreneurs program. These programs serves as an introduction to entrepreneurship. Programs such as our kid-preneur leadership academy, Future Leaders and Entrepreneurs, Business Side of Art and Summer Youth entrepreneurship and Training program all focus on inducing to the concept of personal job creation to youth between the ages of 12 and 21.

The GBDCEI structure is designed to grow with the entrepreneur or business enterprise. We have the capacity to serve and provide resources at all levels (Concept development, structure, business development and development of exit strategy or succession planning) creating a win win solution of businesses in the city limits

Financial Statements

GBDC Entrepreneurship Institute Statement of Functional Expenses (990) January through December 2018

	<u>Unclassified</u>	<u>TOTAL</u>
Unrestricted Net Assets	120,947.60	120,947.60
Advertising	129.10	129.10
Business Expenses	3,989.97	3,989.97
Contract Services	10,501.94	10,501.94
Facilities and Equipment	834.00	834.00
Fund Raising Income	-44.72	-44.72
Internet & Software	237.86	237.86
Meals and Entertainment	427.35	427.35
Operations	3,336.47	3,336.47
Travel and Meetings	967.03	967.03
TOTAL	<u><u>141,326.60</u></u>	<u><u>141,326.60</u></u>

11:19 AM
02/17/19
Accrual Basis

GBDC Entrepreneurship Institute
Statement of Financial Income and Expense
January through December 2018

	Unclassified	TOTAL
Ordinary Income/Expense		
Income		
Direct Public Support		
Corporate Contributions	4,050.00	4,050.00
Fundraising	5.00	5.00
Direct Public Support - Other	48.00	48.00
Total Direct Public Support	4,103.00	4,103.00
Indirect Public Support	11,000.00	11,000.00
Other Types of Income		
Miscellaneous Revenue	80.00	80.00
Other Types of Income - Other	-99.00	-99.00
Total Other Types of Income	-39.00	-39.00
Program Income		
Program Service Fees	16,700.00	16,700.00
Program Income - Other	250.00	250.00
Total Program Income	17,040.00	17,040.00
Total Income	32,104.00	32,104.00
Expense		
Advertising	129.10	129.10
Business Expenses		
Event Expense	2,781.02	2,781.02
Business Expenses - Other	1,228.95	1,228.95
Total Business Expenses	3,999.97	3,999.97
Contract Services		
Outside Contract Services	8,908.94	8,908.94
Contract Services - Other	1,505.00	1,505.00
Total Contract Services	10,501.94	10,501.94
Facilities and Equipment		
Rent, Parking, Utilities	834.00	834.00
Total Facilities and Equipment	834.00	834.00
Fund Raising Income	-44.72	-44.72
Internet & Software	237.88	237.88
Meals and Entertainment	427.35	427.35
Operations		
Banking Fee	698.60	698.60
Permits and Licenses	487.45	487.45
Supplies	1,414.17	1,414.17
Telephones, Telecommunications	788.25	788.25
Total Operations	3,388.47	3,388.47
Travel and Meetings		
Travel	48.48	48.48
Travel and Meetings - Other	920.57	920.57
Total Travel and Meetings	967.03	967.03
Total Expense	20,379.00	20,379.00
Net Ordinary Income	11,725.00	11,725.00
Net Income	11,725.00	11,725.00

Projected Revenue 2020

<u>Product</u>	<u>Projected Revenue</u>
<u>Grants</u>	<u>50,000</u>
<u>Advertising Revenue</u>	<u>30,000</u>
<u>Sponsorships</u>	<u>150,000</u>
<u>Service Income</u>	<u>50,000</u>
<u>Fund raising</u>	<u>80,000</u>
<u>Total Projected Income</u>	<u>360,000</u>

Deleted: -----Page Break-----

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Deleted: 6.

Formatted: Font: 12 pt, Bold

Projected Revenue 2021

<u>Product</u>	<u>Projected Revenue</u>
<u>Grants</u>	<u>150,000</u>
<u>Advertising Revenue</u>	<u>50,000</u>
<u>Sponsorships</u>	<u>80,000</u>
<u>Service Income</u>	<u>80,000</u>
<u>Fund raising</u>	<u>60,000</u>
<u>MELT BUS</u>	<u>80,000</u>
<u>Total Projected Income</u>	<u>500,000</u>

Proposal

Incubator Activities: The GBDCEI team has structured the organization premier one-stop center for small businesses offering a variety of services to aid them in making their business a success. The center has three core programs that deliver its business support services a) Virtual Business Incubator; b) the Mobile Entrepreneurship Leadership Training Unit (MELT BUS) a Technology Program. Described below are the business support services offered through these programs:

Participants will be recruited assessed and provided the following services. As an incentive to complete the outlined program all participants who complete the program mile stones will be entered into a drawing to receive \$500 value of services.

Training: includes individual workshops and long term workshop series that present new ideas, practical business skills, and valuable information. Trainings are structured so that current and aspiring business owners can learn about relevant business topics that include how to start a business, business plan development, securing loans and other debt and equity financing sources, procurement, marketing, and business and financial management tools.

Counseling: individual business counseling sessions are provided that are tailored to the specific needs of the entrepreneur. Counseling sessions cover specific areas ranging from start-up assistance, strategic analysis, business feasibility, and business planning.

Technical assistance: long term in depth consultation and hands on assistance is provided business owners. Services include a client assessment, strategic plan, implementation plan and evaluation of client performance, as well support on access to capital, loan packaging, grant assistance, business plan writing, business valuations and alternative financing solutions.

Virtual Incubation: the center provides access to affordable business address, phone number/answering and associated professional services that include bookkeeping, web development, graphic design, social media marketing. Technology & Marketing Services: offers multi-media services, including cutting edge websites, business cards, signs, postcards, brochures, website design, and search engine optimization. It offers technical services in the area of computer repair, upgrades, & restoration, virus removal and networking.

MELT BUS: offers state-of-the-art computer technology and internet access. Its workstations equipped with DSL Internet service provide access to Internet research for business planning and the ability to train clients on various business software products. Clients are able to access Internet service, work on business plans, develop presentations, and produce flyers and brochures.

Mentoring: events are held monthly in a roundtable setting to provide opportunities for business owners to help and support each other as well as impart their business expertise and share lessons learned.

Networking: events are held monthly to provide opportunities for entrepreneurs to connect with business leaders, access business resources, and to stay relevant, keep up with industry trends and connect.

Referrals: the center is connected to a network of local, state and regional business assistance programs and services that support business owners.

Conferences: the center offers one business conferences annually: The South Florida Finance and Business multi-generational conference provides attendees with an opportunity y to access a variety of top level decision makers from a variety of industries. The conference assembles a level of resource providers in one room that would typically not be easily accomplished by a small business

Critical Success Factors: As with any business risk is inevitable. A mobile/Virtual incubator relies heavily on technology, population growth and moderate unemployment rate. The GBDCEI strategic plan addresses risk as maintaining a capital reserves account to make needed repairs to the MELT BUS, update and computers and computer software. Additionally, GBDCEI will target and market to a population that is currently employed but wish to leave and start an entrepreneurial venture. This strategy identifies future client while they are financially solvent and help them to develop a transition plan that is well thought out and funded, thus ensuring a better survival rate for the business. Finally, GBDCEI is aware that most incubators are traditionally underwritten by grants and or government economic development dollars. As a result, the success rate and sustainability of incubators are low. GBDCEI plans to actively market and promote the fee based programs on the MELT BUS state wide and via digital marketing nationwide.

Project Sustainability Strategy the Boynton Beach Incubator grant dollars will be used to expand GBDCEI service within the city limits of Boynton Beach. The services will be offered free with a stipend offered towards business services as a program incentive. Upon completion of the free programs clients will be offered discounted rates for business services with GBDCEI. The paid services combined with other grants and advertising revenues will enable the center to continue free programs to a percentage of the population.

Monitoring and Evaluation: The goal of the program is to help the participants make progress in the areas of their business they feel they need the most help. Measurement will indicate the number of participants served, in what industries and what service. This program is focused on capacity building for Boynton Beach Businesses. The variables outside the control of GBDCEI in funding participation, and skill level of attendees makes it impossible to guarantee funding, and other profitability (growth in revenue) as a result Measurement areas will be in tangible areas of output.

Results - The results from this project will be:

• Number of program participants	200
• Number of business plans	30
• Number of counseling sessions	160
• Number of candidates successfully complete the minority or small business certification process	50
• Number of participants assisted with funding applications	50
• Number of program of Business workshops	8

Moved (insertion) [4]

Moved (insertion) [3]

Deleted: <#>To increase the number of new businesses that are started in the CRA boundaries¶
To increase the number of existing businesses' expansion efforts¶
To increase the number of business owners in obtaining private capital ¶

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: List Paragraph, Bulleted + Level: 1 +
Aligned at: 0" + Indent at: 0.25"

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

- To increase the number of new businesses that are started in the city boundaries
- To increase the number of existing businesses' expansion efforts
- To increase the number of business owners in obtaining private capital

An intake form will be used to collect demographic and business information. The same form will be used to ask each participant the areas they are in need of assistance. The information will reveal the number of participants served, in the area, industry, etc.

A registration form and survey will be used to monitor workshop & Training. This will generate attendance count and overall satisfaction of the training.

A counseling journaling form will be used for each one & one counseling session will be documented on a counseling form. The form will summarize the session and document resources provided, take away and items that require follow.

Funding assistance will be monitored by a needs analysis funding assistance form completed by the client at the beginning of the process and completed by the GBDCEI counselor at the end of the proceeds indicating steps taken and documenting the outcome (Funded or not Funded).

Project Budget

Program Expenses

Training

4 Training Series (avg. of 80 hours per series @ \$30/hr) \$ 14,200.00

(Unit cost includes curriculum development, materials, set up and use of computers, instructors' fees and expenses, admin support, and travel)

Counseling

240 hrs @ \$25/hr (avg. 3hrs per client for a total of 80 clients) \$ 6,000.00

Participants Stipend

Marketing/Outreach

30 hrs @ \$25/hr \$ 750.00

Program Expenses Subtotal \$ 25,950.00

Administrative Costs (15%) \$ 3,892.00

Total Expenses \$ 29,842.00

\$9,842.00 Funded (Inkind services from GBDCEI volunteers and community partners)

Formatted Table

Deleted:

e. **Budget:** Itemize the City of Boynton Beach grant funds per activity and category, and provide justification for the main budget items. All budgeted items must be directly related to the organization's activities and operations. Where counterpart or additional funding is provided, it should be clearly indicated.

Program Expenses¶

¶

Formatted: Space After: 11.25 pt, Line spacing: single, Pattern: Clear (White)

Moved (insertion) [2]

Formatted: Font: 12 pt

Formatted Table

Deleted: ¶

¶

¶

¶

¶

¶

Formatted Table

Deleted: Program Expenses Subtotal¶

¶

\$ 25,950.00 ¶

Formatted Table

Formatted Table

Formatted Table

Milestones and Goals Reports

2019 Detailed Timeline: May Grant Approval

(First 2 months report) June - July Development of Marketing materials & Registration of the first 25 Participants (Class A

First 4 months report) June - September Development of Marketing materials & Registration of the second 25 Participants (Class B)

<u>Month</u>	<u>Day</u>	<u>Date</u>	<u>Time</u>	<u>Training Title</u>	<u>Class</u>
<u>August</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>Exploring Entrepreneurship & Idea</u>	<u>A</u>
<u>August</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>1,2,3s of Starting a Business</u>	<u>A</u>
<u>August</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>Intro to Business Computers</u>	<u>A</u>
<u>August</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>Intro to Business Plan Writing</u>	<u>A</u>
<u>September</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>Exploring Entrepreneurship & Idea</u>	<u>B</u>
<u>September</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>1,2,3s of Starting a Business</u>	<u>B</u>
<u>September</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>Intro to Business Computers</u>	<u>B</u>
<u>September</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>Business Plan Writing Series</u>	<u>A</u>
<u>September</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>Business Plan Writing Series</u>	<u>A</u>
<u>September</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>Business Plan Writing Series</u>	<u>A</u>
<u>September</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>Intro to Business Plan Writing</u>	<u>B</u>
<u>October</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>Skills to Operate a Profitable Business</u>	<u>A</u>
<u>October</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>Skills to Operate a Profitable Business</u>	<u>A</u>
<u>October</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>Marketing & Sales</u>	<u>A</u>
<u>October</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>Marketing & Sales</u>	<u>A</u>
<u>October</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>Obtaining Funding for Your business</u>	<u>A</u>
<u>October</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>Business Plan Writing Series</u>	<u>B</u>
<u>October</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>Business Plan Writing Series</u>	<u>B</u>
<u>October</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>Business Plan Writing Series</u>	<u>B</u>

Formatted Table

<u>October</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>Graduation & Celebration</u>	<u>A</u>
<u>November</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>Skills to Operate a Profitable Business</u>	<u>B</u>
<u>November</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>Skills to Operate a Profitable Business</u>	<u>B</u>
<u>November</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>Marketing & Sales</u>	<u>B</u>
<u>November</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>Marketing & Sales</u>	<u>B</u>
<u>November</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>Obtaining Funding for Your business</u>	<u>B</u>
<u>November</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>Graduation & Celebration</u>	<u>B</u>

Project Timeline

<u>Month</u>	<u>Class A</u>	<u>Class B</u>	<u>Class C</u>	<u>Class D</u>
<u>June July</u>	<u>Market</u>			
<u>August</u>	<u>Phase 1</u>	<u>Market</u>		
<u>September</u>	<u>Phase 2</u>	<u>Phase 1</u>		
<u>October</u>	<u>Phase 3</u>	<u>Phase 2</u>		
<u>November</u>	<u>Phase 4</u>	<u>Phase 3</u>		
<u>December</u>		<u>Phase 4</u>		
<u>January</u>			<u>Market</u>	
<u>February</u>			<u>Phase 1</u>	<u>Market</u>
<u>March</u>			<u>Phase 2</u>	<u>Phase 1</u>
<u>April</u>			<u>Phase 3</u>	<u>Phase 2</u>
<u>May</u>			<u>Phase 4</u>	<u>Phase 3</u>
<u>June</u>				<u>Phase 4</u>

<u>Phase</u>	<u>Workshops</u>	<u>Title</u>	<u>Length</u>
<u>Phase 1</u>	<u>Session 1</u>	<u>Exploring Entrepreneurship & Your Business Idea</u>	<u>2.5 hours</u>
	<u>Session 2</u>	<u>1-2-3's of Starting A Business (business law)</u>	<u>2.5 hours</u>
	<u>Session 3</u>	<u>Intro. To Technology & Computers For Business</u>	<u>2.5 hours</u>
<u>Phase 2</u>	<u>Session 4a</u>	<u>Business Plan Writing Series</u>	<u>3 hours</u>
	<u>Session 4b</u>		<u>3 hours</u>
	<u>Session 4c</u>		<u>8 hours</u>
<u>Phase 3</u>	<u>Session 5</u>	<u>Keeping the Books (accounting)</u>	<u>2.5 hours</u>
	<u>Session 6a</u>	<u>Skills To Operate A Successful Business</u>	<u>2.5 hours</u>
	<u>Session 6b/7a</u>	<u>Skills To Operate / Marketing & Promotion</u>	<u>2.5 hours</u>
	<u>Session 7b</u>	<u>Marketing & Business Promotion</u>	<u>2.5 hours</u>
<u>Phase 4</u>	<u>Session 8</u>	<u>Finding Your Way Through The Certification Maze</u>	<u>2.5 hours</u>
	<u>Session 9</u>	<u>Obtaining Funding For Your Business</u>	<u>2.5 hours</u>
	<u>Session 10</u>	<u>Graduation & Celebration</u>	<u>2.5 hours</u>

Moved (insertion) [5]

Deleted: ¶

Formatted: Font: (Default) Times New Roman, 12 pt

Moved up [4]: **Results** - The results from this project will be:¶

Deleted: ¶

100 individuals will participate in the program¶
80 individuals will participate in business counseling¶
4 business success training series will be conducted¶
75 individuals will graduate from the program¶
To increase the number of new businesses that are started in the CRA boundaries¶
To increase the number of existing businesses' expansion efforts¶
To increase the number of business owners in obtaining private capital ¶
¶

Formatted: Font: 12 pt

Moved up [3]: To increase the number of new businesses the CRA boundaries¶
To increase the number of existing businesses' expansion efforts¶
To increase the number of business owners in obtaining private capital ¶

Formatted: Font: 12 pt

Moved up [5]: **Phase**

Formatted: Font: (Default) Times New Roman, 12 pt

Deleted: ¶

Budget - Cost by Category of Expense (this is an example, feel free to edit/add additional categories)¶
¶
¶

Formatted: Font: 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Moved up [2]: **Program Expenses**

Formatted: Font: 12 pt

Formatted Table

Deleted: ¶

Formatted: Centered

Meet the Team



Annette: Project Lead



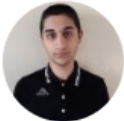
Jacquelyn: Director of Programing



Rebecca Social Media Manager



De Bookkeeper



Jovan Graphic Designer




Mohammed: Website Development



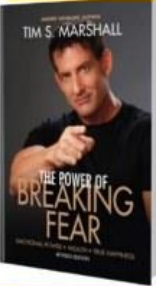
Executive Project Manager HR, Pavroll

One & One Coaching will be done by team lead and industry volunteers for SCORE & SBDC Funding Partner Accion USA



Speakers:
 Mark C. Johnson, Esq., Adrienne Conner, David Scott, Matthew Borde
 Elton Smith, Patrick Elia, Thais Sullivan, Yvonne Katedin
 Kimberly Watson-Lewis, Bruce Lewis, Sophie Nelson, Julie Mullin

Moderators:
 JoT O'Neil, Marjorie Waldo, Allan Handricks, Elizabeth Burrows





3RD Annual South Florida Regional Multi-Generational Business & Finance Conference


Monday, November 12, 2018 1-7PM

West Chester Country Club
12250 Westchester Club Dr.
Boynton Beach FL 33437

Event Registration & Information
www.gbdcei.org 561-894-4510
<https://www.eventbrite.com/e/south-florida-regional-multi-generational-business-finance-conference-tickets-49776283203>


 Scan to Register







M.E.L.T

Mobile Entrepreneurship, Leadership & Training Center

Life Skills Training

Career Development Training

Small Business Technical Assistance

Youth Leadership & Entrepreneurship Development

In Celebration of Global Entrepreneurship Week, GBDC Entrepreneurship Institute Presents.....

**Grab a family member
and enter today!**

**Open to start-ups and
business open for less
than 2 years**



The Multi Generational Business Pitch Competition

Free Preparation Workshops:

Steps for writing a successful
business plan
Monday October 1st

5 Tips for converting a business
plan into an investor pitch deck
Monday October 8th

3501 N Congress Ave Boynton
Beach FL 33426

Pitch Competition Schedule

Monday October 22, 2018 (6-9PM)
Monday November 5, 2018 (6- 9PM)

3501 N Congress Ave Boynton Beach
FL 33426

**Finals will be held at the
Multigenerational Business Conference
on November 12, 2018**

Have you dreamed of starting a business as a
Family, as a means of building wealth for future gen-
erations in your family? Well this is your chance to
get the support and resources you need to make
your dream a reality! Grab your young ones and old
ones, come up with a unique business idea and reg-
ister today!

Teams must consist of a
minimum of one adult
and one child under the
age 40. **All** team mem-
bers must attend **all** de-
velopment workshops, pitch events and the finals
held at the Multigenerational Business Conference.

Registration Deadline October 19th



Five Finalist will be awarded prize packages that include:

- ⇒ Cash Prizes (given to reimburse business expenses)
- ⇒ Legal structure assistance
- ⇒ Business plan development assistance
- ⇒ Business Coaching
- ⇒ Introduction to investors and or funders
- ⇒ Business branding package
 - ⇒ logo
 - ⇒ Website
 - ⇒ Business Cards
 - ⇒ Social media start up package

For more Information Call 561-894-4510

or Send E-email to info@gbdcei.com

www.gbdcei.org



Kid-Preneur Leadership Academy

Ages 10-15



Dates: Spring Break March 20-24 2017

Location: 3200 S Congress Ave #104 Boynton Beach **Time:** 7:30am - 5:30pm

Registration Deadline



Register early !
\$125
Pre-registration & payment
required
Lunch & Snacks Included



March 11, 2017

ABSOLUTELY NO EXCEPTIONS !

A Spring Break Your Kids Will Never Forget!

They Will:

Develop & run their own city

- ⇒ Manage a disaster (flood, earthquake, hurricane)
- ⇒ Buy their first home & Car
- ⇒ Get a job
- ⇒ Develop a budget
- ⇒ Send their children to college,
- ⇒ Open a bank account
- ⇒ Resolve credit issues
- ⇒ Court trial

Meet & get tips from professionals

- ⇒ Vice Mayor
- ⇒ Fire Fighters,
- ⇒ Police Officers,
- ⇒ Pilots,
- ⇒ TV Reporters,
- ⇒ Attorneys
- ⇒ Business Owners.

Visit in person and learn the operations of

- ⇒ City Hall
- ⇒ A Bank
- ⇒ Police Department
- ⇒ Fire Station
- ⇒ Grocery Store
- ⇒ TV Station
- ⇒ The Airport
- ⇒ A Hotel
- ⇒ A Hospital






For More Information or to Register
561-894-4510
info@gbdcei.com





THE BUSINESS SIDE OF ART

A YOUNG ARTIST CAREER DEVELOPMENT PROGRAM

CO-SPONSORED BY ARTS GARAGE



EVER WONDERED...

Is college right for me?
How do I protect my work?
Can my talent be my Job?
What is Entrepreneurship?
How do I protect my personal brand?



THIS PROGRAM OFFERS INSIGHT INTO:

Leadership
Various career options for artists
Budgeting
Developing Relationships & Finding resources
Resume Building



THE PROGRAM INCLUDES:

Professional Career Exploration
Starting your own Business
Professional Industry Speakers
Exposure to Successful Artist
Plan Development

A unique opportunity, The Business Side of Art supports students as they explore creative career options through workshops and guest speakers. Offering creativity boosting and community building, this program provides fun, life-changing opportunities for young artists.

AGES

16-21

DATES

9am - 4pm

June 13, June 14, June 15,
June 20, June 21, and June 22

PRICE

\$125

Registration Deadline:

June 1, 2017

LOCATION

Arts Garage
94 NE 2nd Ave.
Delray Beach, FL 33444
561-450-6357
www.artsgarage.org

FOR MORE INFO

& TO SIGN UP

GBDCEI
info@gbdcei.com
561-894-4510
www.gbdcei.com

ANNETTE A. GRAY MBA
Business Operations/Management Consultant & Facilitator

annette@globalbusinessdevelopmentcenter.com 561-441-4145 3624 Ave De Gien Delray Beach, FL, 33445

Executive Summary: Ms. Gray is an analytical problem-solver with the ability to focus on multiple projects in a global marketplace. She has over 20 years of training, project and management consulting experience in privately held and public organizations. Ms. Gray is currently pursuing her DBA in International Business Management. Her highly developed interpersonal communication and management skills, a solid record in the development of strategic partnerships with businesses worldwide, community leaders, government agencies, elected officials and community non-profit organizations, has made her a sought after speaker, trainer and business consultant.

KEY SKILLS:

- | | |
|--|---|
| • <u>Economic & Real-estate Re-Development</u> | • <u>Contract Management</u> |
| • <u>Project Management</u> | • <u>Supply-Chain/Project Management</u> |
| • <u>Business Management</u> | • <u>Pro-forma and Financial Management</u> |
| • <u>New Product Development</u> | • <u>Customer Donor Relationship Management</u> |
| • <u>Public, private for profit, non-profit and corporate strategic planning</u> | • <u>Branding/Marketing</u> |
| • <u>Small business technical assistance</u> | • <u>Feasibility Analysis</u> |
| • <u>Curriculum Development to aid in development of human capital</u> | • <u>Corporate Trainer</u> |
| | • <u>Call Center Management</u> |

Relevant Experience (1993-Present)

Public Sector Economic & Real-estate Redevelopment

<u>West Palm Beach Downtown Development Authority</u>	<u>Director of Business Development</u>
<u>Boynton Beach Community Redevelopment Agency</u>	<u>Marketing & Community Relations Manager</u>
<u>Global Real-Estate Collaborative Inc</u>	<u>Broker</u>
<u>GBDC Entrepreneurship Institute</u>	<u>Director Non Profit Capacity Building</u>

Business Operations & Management Consulting

<u>Florida Women's Business Center</u>	<u>Business Trainer/Business Strategy</u>
<u>Global Business Development Center</u>	<u>Supply-Chain/Project Management</u>
<u>Center for Enterprise Opportunity</u>	<u>Business management coaching</u>
<u>Broward College</u>	<u>Business Trainer/Business Strategy</u>
<u>Palm Beach State College</u>	<u>Leadership & Management Trainer</u>

Florida Atlantic University/CURE

Facilitated small business workshops and provided business coaching for small businesses in the following areas: Business plan development, Operations, Marketing, and Minority Disadvantage Business Certification Internet marketing, Pro-forma and Financial Management

Marketing & Business Development

<u>Rainbow Marketing Inc.</u>	<u>Chief Operating Officer</u>
<u>Home Store.Com</u>	<u>Internet Marketing Manager</u>

MBNA America Bank,

Customer Satisfaction Section Manager Marketing Direct Mail Production Manager, Sports Marketing/Promotions Events Manager, Customer Advocate, Loyalty Marketing, Project Management

ANNETTE A. GRAY MBA
Business Operations/Management Consultant & Facilitator

annette@globalbusinessdevelopmentcenter.com 561-441-4145 3624 Ave De Gien Delray Beach, FL, 33445

Curriculum Design & Facilitator

Lynn University School of Business Adjunct Professor

Facilitated undergraduate credited courses in the School of Business in the following subjects:
Marketing, Market Research, Advertising, Consumer Demand, Events Management

Palm Beach Community College Corporate & Continuing Education Adjunct Professor
Facilitator in private, public sector organizations and non-credited courses at the college in the
following subjects: Leadership, Communications, Emotional Intelligence, First Time Managers
Project Management, Entrepreneurship, Small Business, Managing vertical teams

Broward College Adjunct Professor
Curriculum Designer of the Mini MBA Certificate program
Facilitator of the Mini MBA Certificate program
Facilitator and Business Consultant of the Seaport small business program

Northwood University Adjunct Professor

Facilitated undergraduate credited courses in business department in the following subjects:

Marketing, Market Research, Advertising, Consumer Demand and Advertising

Education

<u>DBA</u> University of Liverpool, England	Present
<u>Certificate Leading Services Organizations</u> Harvard School of Business	Present

Lean Six Sigma Yellow Belt Certification Broward College

6/2017

<u>Certified Micro-Enterprise Instructor</u> Florida Atlantic University	9/2002
---	--------

<u>MBA</u> , Wilmington College, Wilmington, DE	5/2000
--	--------

<u>B.A.</u> , Mass Communications Radio TV & Film) and French, Lincoln University, Exton, PA	5/1991
---	--------

<u>Certificate/De langue Civilization and Literature</u> , Sorbonne University, Paris, France	5/1990
--	--------

Activities and Honors:

<u>Commissioner/Chairperson</u> Delray Beach Community Redevelopment Agency	Present
--	---------

<u>Change Maker Award</u>	2017
----------------------------------	------

<u>Vice Chair</u> Delray Beach Marketing Collaborative	2015
---	------

<u>Glass Ceiling Award Recipient</u>	2016
---	------

<u>Unsung Hero Award Recipient</u>	2016
---	------

<u>Executive Women of the Palm Beaches Woman of the Year Nominee</u>	2015 & 2018
---	-------------

<u>Small Business of the year</u>	2012
--	------

Training/Learning Management Systems & Technology:

Desire to Learn ((D2L,

Blackboard

iPad-powered learning

Canvas Learning Management System

Formatted: Font: 12 pt, Bold

Category 2
Focus: Women
Organization: Goddess School
Contact: Amanda Minton, Founder/ Director
Alternate Contact: Sue Ann Kayton, Assistant Director
Address: 510 E. Ocean Ave Boynton Beach, FL 33435
E-mail: hello.minton.mail@gmail.com
Phone number: 843.830.0428
Date: May 2, 2019
Amount requested: \$2500

Dear Mr. Durgan,

When I learned of Boynton Beach's need for entrepreneurship diversification, I felt it was the perfect time to share my female entrepreneur focused curriculum with the community. With a bachelor's degree in philosophy, formal training in the eastern discipline of yoga, and 5 years of successful entrepreneurship experience — as well as an extensive network of local and nationwide colleagues — I feel confident in my ability to significantly benefit the city of Boynton Beach with this opportunity.

My background has consistently been characterized by a steadfast dedication to enhancing organizational performance and achieving—and often exceeding—sustainable success. With experience in creating confident leaders, community-minded businesses, and, integrative collaborations I am confident that my additional skills and qualifications will readily translate to this project and render me an invaluable asset to your goals.

Thank you for your consideration.

Sincerely,

Amanda Minton

Goddess School was founded in 2017 by Amanda Minton to empower women to live authentically and love vibrantly. This foundation was inspired to address issues like navigating the male dominated work place and better the community by elevating women to be courageous in the pursuit of their career with out swinging the feminist pendulum so far in the opposite direction that is degrades or slanders the efforts of men. A very important part of this mission to raise the status of women; without male bashing.

The Goddess School think tank will raise awareness, provide training, and connect individuals with crucial resources. It will involve a group of women who will be invited to share their most ambitious career goals as well as the challenges they currently face. Each entrepreneur will be asked about their experiences with obtaining funding, mentoring, professional courtesy, respect, etc. and what part of these challenges they believe to be directly related to the tradition of the male dominated work force. We will also propose and focus on the possibility of a gender variance in skill set; confidence, courage, making a direct ask, as barriers- instead of resting solely on the presumption of gender bias.

Together we will define 8 tasks to accomplish over the next 4 months. We will choose tasks that are narrow, intentional, and that we believe will make a significant impact on achieving the business plan. With each task presented we will identify the core obstacle that is preventing that individual from getting it done. Once identified we will implement modules from the Goddess School curriculum that best applies. Each module offers a different skill they will be asked to use to complete the task as well as implement into their daily lives. Some examples are: how to negotiate, seek win-win outcomes, identify opportunities, set priorities, define values, etc. Majority of people in the workforce have never defined their values. This seems simple, but how can we be continuously motivated to produce unless our work aligns with our values? According to 'Burn Out' research, we cannot. This speaks to the innovation of this curriculum. There are no other programs that offer classes on communication, the power of language, courageous engagement through conversation, individual focused value defining, and aligning visions for both professional relationships and business to business collaborations.

For quantitative reporting; each participant will be asked to rate the tasks on a scale of 1-10 to determine how prepared they feel for each. As well as a scale of 1-10 for how daunting they perceive the task to be. At the end of the 4 months we will reevaluate by first looking at how many of the 8 tasks were completed. Then they will rate each task again on how prepared they felt while performing, if the skill used was the best one for that scenario, and how daunting the task actually was.

In addition, we will hold weekly check in meetings to report on progress and development as well as to share engagement data and any concerns. They will participate in monthly surveys and an overall course evaluation to assess which module(s) helped most advance their career and business. This feedback will allow us to narrow down the scope of what is being taught in the future to only the most successful practices. By asking these women what they need and being open to their feedback we will create a secure loop that will allow us to make this program as streamlined and effective as it can be. This will offer unique insight to the strengths, weaknesses, and opportunities for future women entrepreneurs in Boynton Beach.

Our community, like many others, has struggled with an unfavorably disproportionate percentage of women run business which could be amplified by the new developments if we are not proactive. This is a grand and delicate time in Boynton Beach's growth. With new million-dollar projects like Cobblestone Commons, 500 Ocean, and the revamp of town square; this is an important time to invest in engaged, driven, women entrepreneurs and ensure an equal playing field as we expand and grow together.

The sustainability and scalability of this project go hand in hand. Not only will the skills instilled in these women be a part of their lives long after the life of the grant, but we are a species who values social interaction and cannot help but share valuable information. The more these women use the information from his program and enlist the minds of others, the more the skills will become ingrained as a part of their life, the way they solve problems, and, therefore, the way of life of their children, sisters, and neighbors. This mission will elevate the community of Boynton Beach for years to come as it aligns with the long-term goals of growth and sustainability of the city.

The long-term business model is one that invites innovative women run businesses to Boynton Beach by offering a program that supports their knowledge while ensuring access to success through relevant education and resources that make them self-sufficient.

The financial plan for this project includes the cost to rent a space to hold meetings, one on time with each individual in the think tank as well as a round table gathering. Professionally printed handbooks to use to track progress and provide feedback of experience with new skills.

This program will aim to engage at least 4 constituents. We will host a public outreach event which will cost \$500 - \$800 for overhead and supplies. Rentals for meetings and printed materials are projected at \$1500 - \$1800.

As one of the largest cities in Palm Beach County it is up to us to lead the way towards the future and the future is courageous leadership. We need people who are willing to have conversations about the tough topics and are willing to lean in to the heart and soul of what we want our community to look like as we leap into the next chapter of technology, economy, and social standards. Challenging the status quo is not for the faint of heart, but with the right tools and intention it can be done with grace and valor. By helping women align their individual values we will see these as the bedrock characteristics in the future of our city. Goddess School is the well thought out road map we need to maintain a vibrant, thriving, sustainable economic structure in Boynton Beach.

This grant has confronted this issue in the past, and other local groups and governing bodies have addressed it, but I believe a coordinated effort such as this with the support of the City of Boynton Beach will solve the issue. If this program is not implemented, our community is at risk of an even more male dominated entrepreneur culture as well as gender biased barriers to business resources. Our expertise and background in working with women place us in a unique position to make a major difference.

1. Cover Page

Category 1B: Grant for the Establishment of a New Business Incubator

Referral AIM

c/o Chris Fab, Founder

4781 N Congress Ave

Boynton Beach, FL 33426

P: (561) 452-7653

M: (607) 873-6794

Email: cf2019@zoho.com

Website: <https://chrisfab.me>

Type of organization: For-profit

Date of submission of application: May 3, 2019

Amount requested from the City of Boynton Beach: \$11,000.00 ---

Amount contributed by your organization: \$1,100.00 ---

2. Applicant Organization:

A. Organization Overview: Chris Fab is the sole founder of Referral AIM (a newly founded organization), which has received one prior grant in March 2019 for a community-building and camaraderie-enhancing “Yearbook at the Library” project at John F. Germany Library. With this grant, Referral AIM partnered with John F. Germany Library, received sponsorship by Tampa Downtown Partnership, and gained support from Glazer Children’s Museum for the advertising of the “Yearbook at the Library” project.

A Category 1B grant by the City of Boynton Beach will provide funding for an expansion of Referral AIM’s activities and services, initially in the form of “[Youth Photography Workshops for Entrepreneurs](#)”, as described in this application.

B. Organization activities and measurables: Referral AIM’s activities focus on interactive community engagement and learning experiences within the artistic realm (primarily photography and art installations).

In progress activities: “Yearbook at the Library” project. This project (03/22/2019 - 05/24/2019) involves interactive temporal photo shoots with a custom-made 3D Photo Booth installation, bubble machine, fairy lights, props, effects (sound, wind) along with a

permanent yearbook print production. Measurables for this project are the number of Yearbook participants: 50 - 200 library patrons. For each participant, Referral AIM obtains a name and Yearbook Quote. The tangible end result will be one print production yearbook (hardcopy, full color) gifted to the library for patrons, residents, and visitors to view, sign, and commemorate. This project is free for the community to engage with and participate in. [Included: Imagery from the LLC's Project in Progress: "Yearbook at the Library."](#)

Proposed activities: "Youth Photography Workshops for Entrepreneurs" project. Over the course of four months, Referral AIM will teach 20 - 40 Youth about photography skills including understanding DSLR equipment (brands, bodies, lenses, accessories, care, etc) in different lighting environments and settings (landscapes versus portraits versus sports) as well as editing programs (VSCO free app versus Photoshop paid program) and publishing mediums (online versus print). Depending on each Youth's non-artistic entrepreneurial interest (sports, food/beverage, real estate, science, and so on), Referral AIM will tailor the DSLR equipment (such as lenses, lighting, props, and extension tubes). Youth will not only learn photography skills but also enhanced income opportunities through the use of aesthetics and visual storytelling. This project will be free for Youth to engage with and participate in.

Measurables for this project will be as follows:

- The Youth participants (20-40 over the course of four months)
- The Youth engagement, which will be measured as follows:
 - The number of hours with equipment. (Each Youth will sign up for time slots to use DSLR equipment.)
 - The number of photographs taken by each Youth. (Progression of each Youth's efficiency -- the ratio of photos taken versus photos publishable -- will be tracked throughout the four months).
 - The number of photographs uploaded to the project's Visura website ([Before images can be uploaded to the website, each photograph goes through a manual review process by Referral AIM who ensures photo and editing quality.](#))

The success metric: This Youth Photography Workshops project will be considered a success if there are a minimum of twenty Youth entrepreneurs who, over the course of the project, upload ten images per month to the website. Youth will use these images as part of their portfolio and apply to competitions/contests.

The tangible end-result: Youth's photographs will remain on the project's website for 365 days. Additionally, Referral AIM will host an awards ceremony that will exhibit the Youth's photographs and gift a full set of equipment to the top photographer.

C. Incubator Facilities: Referral AIM will work in tandem with Big Brothers Big Sisters of Palm Beach and Martin Counties organization to hold Workshops, to achieve Milestones and Goals as described in the Proposal, at locations in Boynton Beach that are convenient for Youth, such as Galaxy E3 Elementary School.

D. Tenants: Our focus is on the sector of Youth. Referral AIM will work in tandem with Big Brothers Big Sisters of Palm Beach and Martin Counties organization to identify Youth in Boynton Beach. Right now, there are forty-eight "School-to-Work" Youth. Additional options are available from the Youth in "Think Big" clubs.

**** For 2C and 2D, please see the Letter of Support by Big Brothers Big Sisters. ****

E. Business Model: Thus far, Referral AIM completes projects that receive successful sponsorship and partners with local organizations to achieve our end-goal: creating an interactive experiences within the local community. A Category 1B grant by the City of Boynton Beach will allow Referral AIM to create "Youth Photography Workshops for Entrepreneurs." Referral AIM will work closely with Big Brothers Big Sisters of Palm Beach and Martin Counties organization to achieve success in this project. Based on this project's success, Referral AIM will sell (for-profit) Photography Workshops to after-school, summer camp, and weekend programs.

F. The benefit to the City of Boynton Beach's Business Environment: With the City of Boynton Beach's fecund ecosystem, and nearby UNESCO World Heritage Centres, we are in prime location for visual storytelling to enhance income-generating opportunities for our community. Yet, this income-generating opportunity remains a skill that is largely inaccessible to the underprivileged communities of Boynton Beach. Equipment requires not only upfront expense but also technical know-how. Thus, this opportunity remains largely underserved.

3. Mission and Vision: Referral AIM's mission is to enhance communities and careers using interactive experiences and multidimensional skill sets. Photography is a skill that improves income-generating opportunities for entrepreneurs through enhanced aesthetics and salesmanship. Additionally, photography is an art form that enables the photographer to not only constructively express their emotions but also to identify beauty in often overlooked and typically "ordinary" everyday items.

Our vision in positively impacting local communities is two-fold. Initially, to finance Referral AIM from sponsorships to offer our services for free to underprivileged Youth. Subsequently, to finance Referral AIM from for-profit endeavors to provide longer term sustainability and increased awareness of Referral AIM's services.

4. Executive Summary

Referral AIM enhances learning and income opportunities for local communities through interactive experiences. Through our partnership with Big Brothers Big Sisters and execution of Photography Workshops, Referral AIM will achieve a successful pilot project with underprivileged Youth. Referral AIM will expand these services to after-school programs, summer camp programs, and Veteran programs within the Boynton Beach community for long-term sustainability.

5. Financial Statements

Projected Income Year 1 (January - December 2019)

Public Grant (Tampa Downtown Partnership)	\$2,500.00
Public Grant (City of Boynton Beach)	\$20,000.00
Sub-contracting of workshops	\$20,000.00

Projected Expenses Year 1

Yearbook at the Library	\$3,100.00
Youth Photography Workshops for Entrepreneurs	\$12,100.00
(All Ages) Photography Workshops	\$9,000.00

Projected Income Year 2 (January - December 2020)

Public Grant 1	\$10,000.00
Public Grant 2	\$15,000.00
Sub-contracting of workshops	\$40,000.00

Projected Expenses Year 2

Operational (Office & Salary Expenses)	\$20,000.00
Photography Workshops (Existing & Expansion)	\$28,000.00

6. Proposal

A. Incubator activities: Referral AIM's core services will be the purchase of refurbished equipment, showing Youth how to use equipment and editing programs, monitoring equipment use and care, manually reviewing photographs to ensure product quality, assisting with equipment and editing program, setting up and managing the Visura website for all of the Youth's individual projects, and hosting the exhibition/awards ceremony.

The logistics: Equipment will be available for Youth to use seven days a week. Youth will reserve time slots in advance and Referral AIM will ensure fair scheduling so that all Youth have equal opportunity to use equipment. During Youth's reserved time slots for individual use of equipment, Youth will have the freedom and flexibility to photograph wherever they wish. Referral AIM will hold workshops in a group setting, at times that are convenient for Youth, instructing on equipment care, photo editing, and so on.

B. Critical Success Factors: Youth engagement and commitment to the Incubator's services and activities is a risk. Our close partnership with Big Brothers Big Sisters as well as the gift of the equipment to Youth at the end of the project, based on performance and participation, is a critical mitigating factor.

C. Project Sustainability Strategy: The initial incubator experience is not-for-profit and free to Youth of Big Brothers Big Sisters. However, in the longer term Referral AIM will sell this program as an after-school and summer camp Workshop to schools and organizations within Boynton Beach as part of their career development and character building programs. Additionally, Referral AIM will seek sponsorship to bring Photography Workshops to Veterans in the Boynton Beach community.

A Category 1B grant from the City of Boynton Beach will allow Referral AIM to achieve the following:

1. Twenty to forty successful "Youth Photography Workshops for Entrepreneurs" program graduates.
2. A close, ongoing relationship with Big Brothers Big Sisters.
3. A sufficient set of equipment to execute future workshops within the after-school, summer camp, and Veteran realm.

D. Monitoring and Evaluation: Sign-in sheets and equipment tracking will be used. A survey will be taken at the beginning, middle, and end of the project, evidencing the improvement of Youth's understanding of DSLR photography and applications. Surveys will include Youth feedback on how they perceive their photography skills have helped both directly for artistic entrepreneurship opportunities and indirectly for non-artistic entrepreneurship opportunities (i.e. real estate, science, or food industries).

E. Budget:

Cost Categories	Total Budget Amount	Amount Sought from the City of Boynton Beach	Co-funding Provided by Applicant
Refurbished DSLR bodies	\$2,400.00	\$2,400.00	
<i>Nine to ten refurbished DSLR bodies to be used by Youth during the project. The DSLRs will be used individually (based on a schedule and reserved time slots by Youth) yet shared amongst all the photographers over the course of the project.</i>			
Refurbished DSLR lenses	\$1,600.00	\$1,600.00	
<i>Nine to ten refurbished DSLR lenses to be used by Youth during the project. The DSLRs will be used individually (based on a schedule and reserved time slots by Youth) yet shared amongst all the photographers over the course of the project.</i>			
Refurbished Ipads	\$640.00	\$640.00	
<i>Three refurbished Ipads for Youth to use editing programs. Our primary editing program will be VSCO, a free iOS app that the Youth can use in the future and delivers top quality editing features. (Most of the imagery on https://chrisfab.me uses VSCO editing features).</i>			
Memory Cards	\$220.00	\$220.00	
<i>Individual 16-32 GB memory cards for Youth will be provided. This is part of learning materials.</i>			
Setup and Accessory Materials	\$380.00	\$380.00	
<i>Used tripods, monopods, card readers, equipment cleansers, protective pouches, inclement weather protection, camera bag, ball heads, and lens hoods will be provided to Youth. This is part of learning materials.</i>			
Electrical Equipment	\$460.00	\$460.00	
<i>Used speedlites, diffusers, portable studio backdrop, studio lighting kit, and batteries will be provided to Youth. This is part of learning materials.</i>			

Website Platform	\$100.00	\$100.00	
<i>A Visura website (created by Referral AIM) where all participants will be able to view their visual storytelling experiences for 365 days. This will create the Youth's portfolio and visual storytelling for Youth.</i>			
Editing Software	\$420.00	\$420.00	
<i>VSCO memberships and Photoshop subscriptions (one per Ipad) for Youth to use for 365 days.</i>			
Workshop Supplies/Materials	\$280.00	\$280.00	
<i>Booklets and papers for rubric creation, survey taking, scheduling, calendar creation, and so on.</i>			
Two refurbished Laptops	\$1800.00	\$1800.00	
<i>Research tools where Youth will research \$0-entry photography competitions and grants for individual photographers under the age of 18.</i>			
Personnel/Staff Costs	\$2,700.00	\$2,700.00	
<i>Fees, over the four month period, provided to instructor and photographer (provided by Referral AIM) who will provide and oversee all activities and services detailed in this application.</i>			
Awards Ceremony	\$1,100.00	-----	\$1,100.00
<i>Referral AIM will provide \$1,100.00 towards an Awards Ceremony to exhibit the experience from the 20-40 program graduates and gift a full set of DSLR equipment to the top photographer.</i>			
Total:	\$12,100.00	\$11,000.00	\$1,100.00

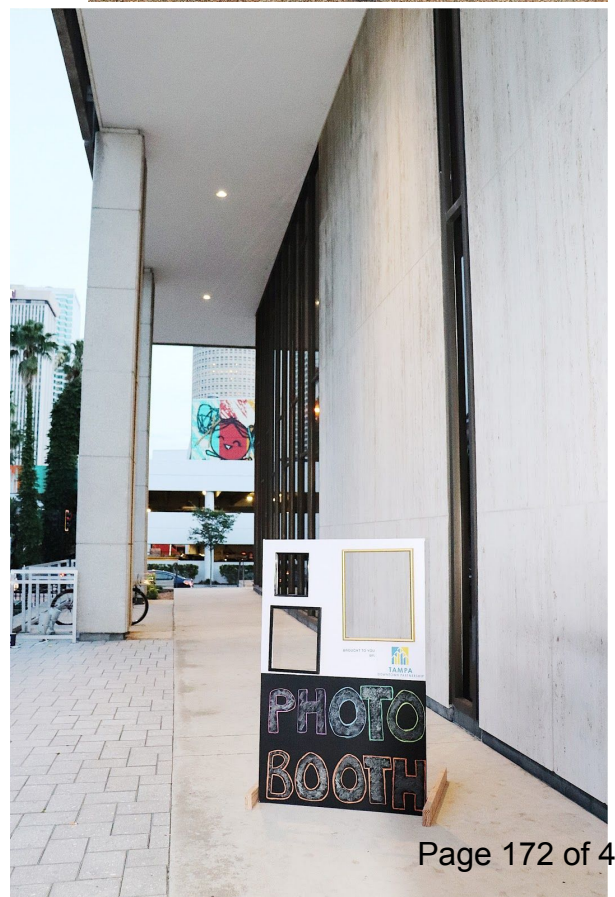
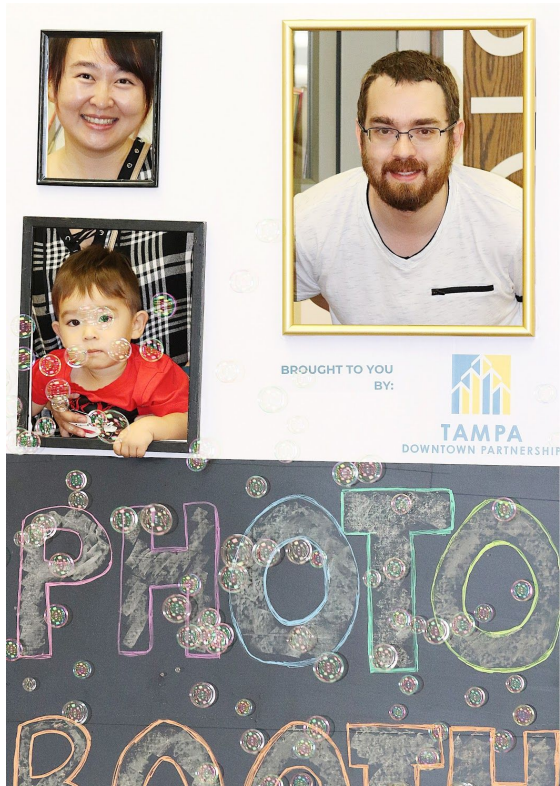
F. Milestones and Goals Reports: By the first two months every single Youth photographer will have a solid understanding of how to:

1. Assess refurbished equipment and different body and lens types.
2. Basics of image stabilization, shutter speed, pixelation, auto focus, and so on.
3. Properly care for the body, lens, and accessories.
4. Upload photos using card readers, cords, and other options.
5. Set up DSLR and accessories equipment in different lighting environments.
6. Edit photos using sharpening, exposure, contrast, filters, clarity, and so on.
7. Understand their individual ratio of number of photos taken to number of usable photos (for example, at Week 0, a Youth may get two usable photos from forty photos taken; by the end of the project, that same Youth may get two usable photos from six photos taken).

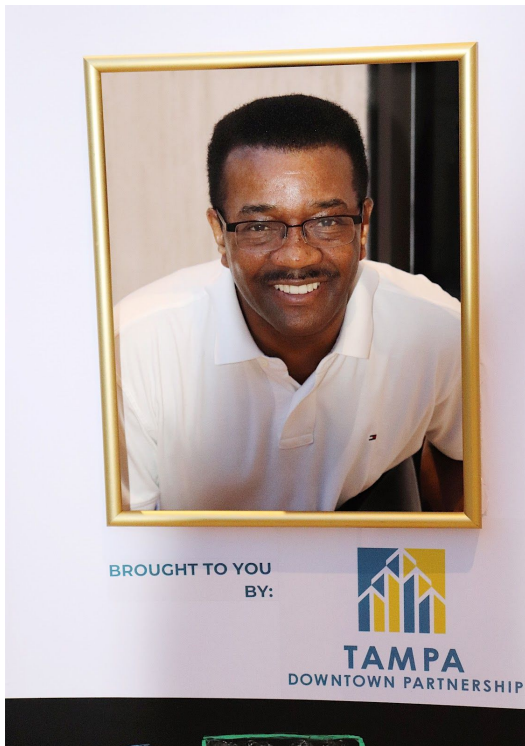
8. Create a calendar for \$0-entry photography competitions and grants for individual photographers under the age of 18. Understand the deadlines, application process, waiting time, and rejection/acceptance process.

Project In Progress: “Yearbook at the Library”
A few highlights of the experience

For further imagery please view <https://chrisfab.me>



For further imagery please view <https://chrisfab.me>



1700 Kirk Road
West Palm Beach, FL 33406
561.727.3450

101 SE Central Parkway
Stuart, FL 34994
772.283.8373

EIN: 59-2676889
mentorbig.org
Fax: 561-203-1336

City of Boynton Beach-City Hall
3301 Quantum Blvd.
Boynton Beach, FL. 33426

To the City of Boynton Beach Grant Committee,

Big Brothers Big Sisters will collaborate if funds are awarded through the City of Boynton Beach for the "Youth Photography Workshops for Entrepreneurs" program with Referral AIM LLC. The agency feels that the program is in line with the mission and vision of Big Brothers Big Sisters. The collaboration will provide a mentor/mentee summer engagement activity. Introducing the art of photography to eligible children and youth identified through Big Brothers Big Sisters of Palm Beach and Martin Counties, Inc. The agency will provide a qualified staff member to help identify these children and youth, as well as assist in finding space to house the program.

The Mission of Big Brothers Big Sisters of Palm Beach and Martin Counties, Inc. is to provide children facing adversity with strong and enduring, professionally supported one-to-one relationships that change their lives for the better, forever. Our Vision is that "All Children Achieve Success in Life." Mentoring programs provide caring mentors to help at-risk children and youth who gain real confidence and skills they can use in school, at home, and with their peers, so their goals and dreams can become a reality. Given the opportunity, we believe that every child has the desire and ability to succeed and thrive.

Last year, 548 Palm Beach and Martin County children received mentoring to help them reach their potential. The Impact of volunteers mentoring youth in a structured monitored setting is those children and youth will gain confidence, have better relationships with their peers and family, take on leadership positions, become mentors themselves, gain employment, stay out of the juvenile justice system, graduate high school, and have goals for their future.

Sincerely,



Anna Hartnig
Big Brothers Big Sisters of Palm Beach and Martin Counties, Inc.
Grants Manager & Big Sister

BOARD OF GOVERNORS

Yvette Flores Acevedo, CEO
Ken Ringe, Chairman
Thea Valen Lacey, Vice Chairman
Portia Culley, Secretary
Glenn Hasell, Treasurer
John Yudin, Counsel to the Board
Richard Levine, Past Chairman
Andrew Hunt
Bill Herr
Bob Schafer
Gizelle Reyes
Joshua Heller
Linda Mauger-Harnish
Mark Hansen
Mark Kieslor
Richard Bova
Todd LaVogue



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/4/2019

REQUESTED ACTION BY COMMISSION: Approve reduction of performance bond #NRIFSU0704412 for the completion of the landscaping, paving and grading improvements in association with the Officer Joseph Crowder Park & Dog Park project from \$512,642.31 to a 5% warranty bond in the amount of \$25,632.12 to be held by the City for a period of one (1) as the warranty against defect.

EXPLANATION OF REQUEST:

The Public Works Department Engineering Division requests approval to reduce the Performance Bond (#NRIFSU0704412), in the amount of \$512,642.31 for the completion of the landscaping, paving and grading improvements in association with the Officer Joseph Crowder Park & Dog Park project. The bond will be reduced by \$487,010.19, leaving \$25,632.12 (5.0%) to be held by the City for a period of one (1) year from the date of this approval, as the warranty against defect.

- BR Cortina Acquisition LLC, a Delaware limited liability company, submitted a Performance Bond for the completion of the paving, grading, and drainage improvements in association with the Officer Joseph Crowder Park & Dog Park, in the amount of \$512,642.31 (see attachment 1).
- The Public Works Engineering Division has inspected the improvements and found no items needing correction.
- Staff reviewed the Engineering as-builts (see attachment 2) and accepted the Landscape Certification.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? 5% warranty bond in the amount of \$25,632.12 is being held by the City for a period of one (1) as the warranty against defect.

FISCAL IMPACT: None

ALTERNATIVES: None

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type		Description
▣	Attachment	Attachment 1 - Performance Bond
▣	Attachment	Attachment 2 - Engineering Asbuilts

EXHIBIT "N-3"
(LDR, Chap. 2, Art. III, Sec. 6.C.)

PERFORMANCE BOND

Bond No. NRIFSU0704412

KNOW ALL MEN BY THESE PRESENTS:

That [I] [we], BR Cortina Acquisition LLC, a Delaware limited liability company, hereinafter call PRINCIPAL, and International Fidelity Insurance Company, a surety company authorized to do business in the State of Florida, hereinafter referred to as SURETY, are held and firmly bound unto the City of Boynton Beach, a political subdivision of the State of Florida, hereinafter called CITY, the full and just sum of Five Hundred Twelve Thousand Six Hundred Forty Two & 31/100 U. S. Dollars (\$512,642.31), lawful money of the United States of America, to be paid to the City of Boynton Beach, to which payment will and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

[WHEREAS, the above bound PRINCIPAL has received approval from the CITY for the recording of a certain subdivision plat known as Tract C, Cortina PUD Replat Two, and such recording is prior to completion of construction of the Required Improvements as prescribed by the Subdivision, Platting and Required Improvements Regulations, Chapter 2, Article III, Section 2 C.2.c, and Chapter 4, Article VIII, Section 2 and 3 respectively of the Land Development Regulations of the City of Boynton Beach, hereinafter the REGULATIONS, pertaining to said subdivision;] or

[WHEREAS, the above bound PRINCIPAL has received approval from the CITY for the construction of a certain project known as Officer Joseph Crowder Park & Dog Park- Boynton Beach, FL and such project shall construct and install the required public improvements to support the Project pursuant to the terms of the Permit,] and

WHEREAS, PRINCIPAL has been issued that certain [Permit] [Land Development Permit] Number 18-4181, hereinafter the PERMIT, for construction of said Required Improvements, a copy of which is attached hereto and by reference made a part hereof; and

WHEREAS, it was one of the conditions of said REGULATIONS and PERMIT that this bond be executed.

NOW, THEREFORE, the conditions of this obligation are such that if the above bound PRINCIPAL shall in all respects comply or cause others to comply with the terms and conditions of said PERMIT, within the time specified, and shall in every respect fulfill [its][his][her][their] obligation thereunder and under the plans therein referred to, then this obligation to be void; otherwise, it shall remain in full force and effect.

The PRINCIPAL and CITY agree that the City Engineer may, in writing, reduce the initial amount stated above in accordance with the requirements of said REGULATIONS.

The SURETY UNCONDITIONALLY COVENANTS AND AGREES that if the PRINCIPAL fails to perform all or any part of the construction work required by said PERMIT and REGULATIONS within the time specified, the SURETY, upon thirty (30) days written notice from the CITY or its authorized agent or officer, of the default, to the PRINCIPAL or its authorized agent or officer, will forthwith perform and complete the aforesaid construction work and pay the cost thereof, including, but not limited to, engineering, legal, and contingent costs, together with any damages either direct or consequential. Should the SURETY fail or refuse to perform and complete the said improvements, CITY, in view of the public interest, health, safety and welfare factors involved and the inducement in approving and filing the said plat, shall have the right to resort to any and all legal remedies against the PRINCIPAL and/or SURETY, or both at law and in equity including specifically the specific performance, to which the PRINCIPAL and SURETY unconditionally agree.

The PRINCIPAL AND SURETY FURTHER JOINTLY AND SEVERALLY AGREE that the CITY, at its option, shall have the right to construct or, pursuant to public advertisement and receipt of bids, cause to be constructed the aforesaid improvements in case the PRINCIPAL should fail or refuse to do so in accordance with the terms of said PERMIT. In the event CITY should exercise and give effect to such right, the PRINCIPAL and SURETY shall be jointly and severally liable hereunder to reimburse the CITY the total cost thereof, including but not limited to, engineering, legal, and contingent costs, together with any damages, either direct or consequential, which may be sustained on account of the failure of the PRINCIPAL to carry out and execute all the obligations for construction of Required Improvements pursuant to the REGULATIONS and PERMIT.

IN WITNESS WHEREOF, the PRINCIPAL has executed these presents this 27th day of February, 2019.

BR Cortina Acquisition LLC, a Delaware limited liability company
[a Florida corporation][a _____ corporation,
licensed to do business in Florida]

BY: BlackRock Residential Opportunity Fund
Operating Partnership L.P., a Delaware limited partnership
its: Sole member

ATTEST:

Douglas Bogie
Douglas Bogie

BY: BlackRock Residential Opportunity Fund GP, LLC
a Delaware limited liability company
its: General Partner

BY: BlackRock Realty Advisors, Inc.
a Delaware corporation,
its: Sole member

BY: Rory G Ingels
Authorized Signatory

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Orange)
 On February 27, 2019 before me, Barbara Hinshaw, Notary Public
 Date Here Insert Name and Title of the Officer
 personally appeared Rory Ingels
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Barbara Hinshaw, Notary Public
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
 Document Date: _____ Number of Pages: _____
 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

ADDRESS: _____

STATE OF _____)
COUNTY OF _____)

BEFORE ME personally appeared _____ who is personally known to me, or has produced _____ as identification, and who executed the foregoing instrument as [Vice] President of _____, a corporation, and severally acknowledged to and before me that [he][she] executed such instrument as such officer of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this _____ day of _____, 20__.

My commission expires: _____

Notary Public

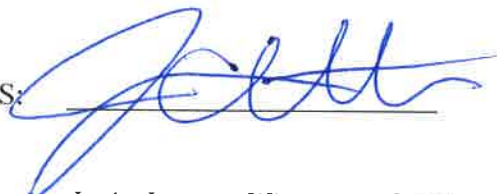
-OR-

WITNESS: _____

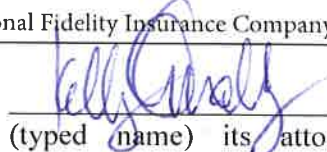
BY: _____
ADDRESS: _____

(SURETY SIGNATURE BLOCK)

WITNESS:



Jessica Iannotta, Witness as to Surety

International Fidelity Insurance Company, SURETY
BY: 

(typed name) its attorney-in-fact
(power of attorney must be attached)
Kelly O'Malley, Attorney-in-Fact
FL Non-Resident Agent, License # W33626

POWER OF ATTORNEY
INTERNATIONAL FIDELITY INSURANCE COMPANY
ALLEGHENY CASUALTY COMPANY

Bond # NRIFSU0704412

One Newark Center, 20th Floor, Newark, New Jersey 07102-5207 PHONE: (973) 624-7200

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY** a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

JESSICA IANNOTTA, KELLY O'MALLEY, ANNETTE LEUSCHNER, APRIL D. PEREZ, WILLIAM G. MORRISSEY, KRISTIN S. BENDER

Morristown, NJ

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting duly held on the 10th day of July, 2015 :

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** and
ALLEGHENY CASUALTY COMPANY have each executed and attested these presents
on this 31st day of December, 2017



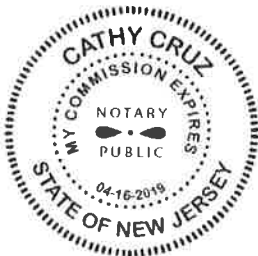
STATE OF NEW JERSEY
County of Essex

George R. James

Executive Vice President (International Fidelity Insurance Company) and
Vice President (Allegheny Casualty Company)



On this 31st day of December, 2017, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, February 26, 2019.

Maria H. Branco, Assistant Secretary

INTERNATIONAL FIDELITY INSURANCE COMPANY
ONE NEWARK CENTER, 20TH FLOOR, NEWARK, NEW JERSEY 07102-5207

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

AT DECEMBER 31, 2017

<u>ASSETS</u>	
Bonds (Amortized Value)	\$129,146,944
Common Stocks (Market Value)	35,217,707
Mortgage Loans on Real Estate	354,803
Cash, Bank Deposits & Short Term Investments	19,878,873
Unpaid Premiums & Assumed Balances	9,751,860
Reinsurance Recoverable from Reinsurers	(115,529)
Electronic Data Processing Equipment	138,265
Investment Income Due and Accrued	918,427
Net Deferred Tax Assets	2,545,704
Receivables from Parent, Subsidiaries & Affiliates	37,109
Other Assets	21,934,273
TOTAL ASSETS	<u>\$219,808,436</u>

<u>LIABILITIES, SURPLUS & OTHER FUNDS</u>	
Losses (Reported Losses Net as to Reinsurance Ceded and Incurred But Not Reported Losses)	\$5,279,222
Reinsurance Payable on Paid Losses and Loss Adjustment Expenses	1,078,655
Loss Adjustment Expenses	3,559,438
Commissions Payable, Contingent Commissions & Other Similar Charges	1,386,906
Other Expenses (Excluding Taxes, Licenses and Fees)	6,393,991
Taxes, Licenses & Fees (Excluding Federal Income Tax)	282,722
Current Federal and Foreign Income Taxes	58,761
Unearned Premiums	36,204,847
Dividends Declared & Unpaid: Policyholders & Stockholders	1,294,389
Ceded Reinsurance Premiums Payable	2,089,984
Funds Held by Company under Reinsurance Treaties	1,031
Amounts Withheld by Company for Account of Others	60,144,796
Provision for Reinsurance	72,386
Payable to Parent, Subsidiaries and Affiliates	57,862
Other Liabilities	7,654,547
TOTAL LIABILITIES	<u>\$125,559,537</u>

Common Capital Stock	\$1,500,000
Gross Paid-in & Contributed Surplus	374,600
Surplus Notes	16,000,000
Unassigned Funds (Surplus)	76,879,289
Less: Treasury Stock at cost (21,904 shares common) (value incl. \$45.)	504,990

Surplus as Regards Policyholders \$94,248,899

TOTAL LIABILITIES, SURPLUS & OTHER FUNDS \$219,808,436

I, Francis L. Mitterhoff, President of INTERNATIONAL FIDELITY INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2017, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of New Jersey.



IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 23rd day of February, 2018.
INTERNATIONAL FIDELITY INSURANCE COMPANY

[Handwritten Signature]



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/4/2019

REQUESTED ACTION BY COMMISSION: Authorize utilizing the Palm Beach County Bid #17-005/ZG for Landscape Installation with A Cut Above Landscape & Maintenance, Inc. of Loxahatchee, FL for Public Works Forestry & Grounds Division to salvage and relocate the remaining trees and palms located within Town Square project that could not be relocated during the demolition phase and to furnish and install plants and material on an as needed basis for an annual expenditure in the amount of \$120,000 for the extent of the contract. Palm Beach County's procurement process satisfies the City's competitive bid requirements.

EXPLANATION OF REQUEST:

On June 5, 2018 the Commission authorized the issuance of a blanket purchase order for the relocation of trees within the Town Square project to various City Parks and Facilities. As of this date the Forestry and Grounds Division has successfully relocated approximately 128 trees to Intracoastal Park, Meadows Park, Boynton Lakes Park, and Hester Park.

Now that the demolition has been completed there is an opportunity to relocate the remaining trees that are now accessible to Pence Park and Little League Field. In addition to these trees the Forestry and Grounds Division has a plan to relocate trees within the Boynton Beach Memorial Cemetery to enhance the entry feature and provide an area to plant new trees.

In order to complete the relocation of the existing trees and to purchase new trees/plants to replenish the foliage in various areas of the City Parks and City Buildings we are requesting a blanket PO in the amount of one hundred thousand (\$120,000) dollars for the extent of the contract.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

During the year, the Forestry and Grounds Division replenishes the foliage in our City Parks and around our City Buildings as part of our annual maintenance. Relocating the existing trees and palms from within the Town Square project area will reduce the City's landscape costs and aid in the beautification of City's parks and facilities.

FISCAL IMPACT: Budgeted Budgeted in Forestry and Grounds account #001-2730-572-46-98.

ALTERNATIVES: Do not salvage existing trees and palms and move forward with new landscape material from nurseries.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: Yes

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

CONTRACTS

VENDOR NAME: A Cut Above Landscape and Irrigation Company

START DATE: 2/7/2018

END DATE: 2/6/2020

CONTRACT VALUE:

MINORITY OWNED CONTRACTOR?: No

EXTENSION AVAILABLE?: Yes

EXTENSION EXPLANATION:

Option to renew for four (4) additional twelve (12) month period(s).

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Contract	Palm Beach County Contract for A Cut Above
<input type="checkbox"/> Attachment	Palm Beach County Contract for A Cut Above Extension 02-06-20



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

January 23, 2018

A Cut Above Landscape & Maintenance, Inc.
Jeannine Ngwira
14095 43rd Road North
Loxahatchee, FL 33470

TERM CONTRACT #17005A

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 Landscape Installation at Various Locations based on:

[X] OTHER: Lot #2

The term of this contract is 02/07/2018 through 02/06/2019, and has an estimated dollar value of \$2,545,475, inclusive of all vendors awarded.

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 XY03030500000001111). 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 Marva Brown at mbrown@pbcgov.org or (561) 616-685.

Sincerely,

Kathleen M. Scarlett
Director

c: Countywide
File

Board of County Commissioners

Mary Lou Berger, Mayor
Hal R. Valeche, Vice Mayor
Paulette Burdick
Shelley Vana
Steven L. Abrams
Melissa McKinlay
Priscilla A. Taylor



County Administrator

Verdenia C. Baker

Purchasing Department
www.pbcgov.org/purchasing

**BOARD OF COUNTY COMMISSIONERS
NOTICE OF SOLICITATION
BID #17-005/ZG**

LANDSCAPE INSTALLATION AT VARIOUS LOCATIONS, TERM CONTRACT

BID SUBMISSION DATE: NOVEMBER 17, 2016 AT 4:00 P.M.

It is the responsibility of the bidder to ensure that all pages are included. Therefore, all bidders are advised to closely examine this package. Any questions regarding the completeness of this package should be immediately directed to Palm Beach County Purchasing Department at (561) 616-6800.

BIDDERS SHALL PROVIDE A RESPONSE IN A SEALED PACKAGE OR CONTAINER SIGNED BY AN AGENT OF THE COMPANY HAVING AUTHORITY TO BIND THE COMPANY OR FIRM. FAILURE TO DO SO SHALL BE CAUSE FOR REJECTION OF YOUR BID.

Protests can be accepted only during the five (5) business day posting period.

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>. As they are issued, all amendments to solicitations will be posted under the applicable solicitation on our VSS system. It is the vendor's sole responsibility to routinely check our VSS system for any amendments that may have been issued prior to the deadline for receipt of bids.

Palm Beach County shall not be responsible for the completeness of any Invitation for Bid that was not downloaded from our VSS system or obtained directly from the Purchasing Department.

**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**

BOARD OF COUNTY COMMISSIONERS
Palm Beach County
INVITATION FOR BID

BID #17-005/ZG	BID TITLE: LANDSCAPE INSTALLATION AT VARIOUS LOCATIONS, TERM CONTRACT	
PURCHASING DEPARTMENT CONTACT: ZULMA GASCA		TELEPHONE NO.: (561) 616-6848
FAX NO.: (561) 242-6748	E-MAIL ADDRESS: zgasca@pbcgov.org	

All bid responses must be received on or before November 17, 2016, prior to 4:00 p.m., Palm Beach County local time.
SUBMIT BID TO: Palm Beach County Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415-3199.

This Invitation for Bid, General Conditions, Instructions to Bidders, Special Conditions, Specifications, Attachments, Amendments (if issued), and / or any other referenced document form a part of this bid solicitation and response thereto, and by reference are made a part thereof. The selected awardee shall be bound by all terms, conditions and requirements in these documents.

PURPOSE AND EFFECT: It is the purpose and intent of this solicitation to secure bids for item(s) and / or services as listed herein. The selected awardee is hereby placed on notice that acceptance of its bid by Palm Beach County shall constitute a binding contract.

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

GENERAL CONDITIONS

1. GENERAL INFORMATION

Bidders are advised that this package constitutes the complete set of specifications, terms, and conditions which forms the binding contract between Palm Beach County and the successful bidder. Changes to this Invitation for Bid may be made only by written amendment issued by the County Purchasing Department. Bidders are 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 in sufficient time to permit a written response prior to the published bid submission time. Oral explanations or instructions given by any County agent are not binding and should not be interpreted as altering any provision of this document. Bidder certifies that this bid 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 bidder shall in no way be a cause for relief from responsibility. The successful bidder shall strictly comply with Federal, State and local building and safety codes. Equipment shall meet all State and Federal Safety regulations. Bidder certifies that all products (materials, equipment, processes, or other items supplied in response to this bid) contained in its bid meets all ANSI, NFPA, and all other Federal and State requirements. Bidder further certifies that, if it is the successful bidder, and 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 bidder.

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 successful bidder and Palm Beach County for any terms and conditions not specifically stated in the Invitation for Bid.

- 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 successful bidder 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 successful bidder shall comply with the requirements set forth in Section 3.n. hereinbelow.
- c. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The successful bidder 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 successful bidder's sole direction, supervision, and control. The successful bidder shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the successful bidder'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 bidder is solely responsible for understanding the financial, schedule, and / or staffing implications of this Ordinance. Further, the bidder acknowledges that its bid price includes any and all direct or indirect costs associated with compliance 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 bidders 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 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 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:** Bidder 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 bidders over other bidders. 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, and removal from the vendor bid list(s), and / or debarment or suspension from doing business with Palm Beach County.

- g. **LOBBYING:** Bidders are advised that the "Palm Beach County Lobbyist Registration Ordinance" prohibits a bidder or anyone representing the bidder from communicating with any County Commissioner, County Commissioner's staff, or any employee authorized to act on behalf of the Commission to award a particular contract regarding its bid, i.e., a "Cone of Silence".

The "Cone of Silence" is in effect from the date / time of the deadline for submission of the bid, and terminates at the time that the Board of County Commissioners or a County Department authorized to act on their behalf, awards or approves a contract, rejects all bids, or otherwise takes action which ends the solicitation process.

Bidders may, however, contact any County Commissioner, County Commissioner's staff, or any employee authorized to act on behalf of the Commission to award a particular contract, via written communication, i.e., facsimile, e-mail or U.S. mail. Violations of the "Cone of Silence" are punishable by a fine of \$250.00 per violation.

- h. **CONFLICT OF INTEREST:** All bidders shall disclose with their bid the name of any officer, director, or agent who is also an employee or a relative of an employee of Palm Beach County. Further, all bidders 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 bidder's firm or any of its branches.
- i. **SUCCESSORS AND ASSIGNS:** The County and the successful bidder 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 successful bidder shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

- j. **INDEMNIFICATION:** Regardless of the coverage provided by any insurance, the successful bidder 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 successful bidder, its subcontractors, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to these bid documents and / or resultant contract.

- k. **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 responding bidder might consider to be confidential. All submitted information that the responding bidder believes to be confidential and exempt from disclosure (i.e., a trade secret, etc) must be specifically identified as such. Upon receipt of a public records request for information the bidder has designated as a trade secret or as otherwise exempt from Section 119.07, F.S., a determination will be made whether the identified information is, in fact, confidential.

The bidder 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 Bidder's place of business.

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Bidder: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2), F.S., the Bidder shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Bidder is specifically required to:

1. Keep and maintain public records required by the COUNTY to perform services provided under this Contract.
2. Upon request from the COUNTY's Custodian of Public Records ("County's Custodian") or 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 Bidder 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 Bidder 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 Bidder shall transfer, at no cost to the COUNTY, all public records in possession of the Bidder unless notified by 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 Bidder transfers all public records to the COUNTY upon completion of the Contract, the Bidder shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Bidder keeps and maintains public records upon completion of the Contract, the Bidder shall meet all applicable requirements for retaining public

records. All records stored electronically by the Bidder must be provided to the 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 COUNTY, at no cost to COUNTY.

Bidder 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 Bidder 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. 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 BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BIDDER'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.

- i. INCORPORATION, PRECEDENCE, JURISDICTION:** This Invitation for Bid shall be included and incorporated in the final award. The order of contractual precedence shall be the bid document (original terms and conditions), bid 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.
- m. LEGAL EXPENSES:** The County shall not be liable to a bidder 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.
- n. 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 successful bidder.
- o. 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 Invitation for Bid, the BIDDER 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 BIDDER, the resulting Contract from this Invitation for Bid 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. BID SUBMISSION

- a. SUBMISSION OF RESPONSES:** All bid responses must be submitted on the provided Invitation for Bid "Response" Form. Bid responses on vendor letterhead / quotation forms shall not be accepted. Responses must be typewritten, written in ink or a photocopy and must be signed by an agent of the company having authority to bind the company or firm. **FAILURE TO SIGN THE BID RESPONSE FORM AT THE INDICATED PLACES SHALL BE CAUSE FOR REJECTION OF THE BID.** Bid responses are to be submitted to the Palm Beach County Purchasing Department no later than the time indicated on the solicitation preamble, and must be submitted in a sealed envelope or container bearing the bid number for proper handling.
- b. CERTIFICATIONS, LICENSES AND PERMITS:** Unless otherwise directed in sub-paragraph d. (Local Preference) or the Special Conditions of this bid, bidder should include with its bid 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 bidder shown on the bid response page. It shall also be the responsibility of the successful bidder 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 bidder should include the current Local Business Tax Receipt (Occupational License) issued to the bidder in the response. It is the responsibility of the successful bidder 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.
- c. SBE BID DOCUMENT LANGUAGE**

Item 1 – Policy

It is the policy of the Board of County Commissioners of Palm Beach County, Florida, that SBE(s) have the maximum practical opportunity to participate in the competitive process of supplying goods, services and construction to the County. To that end, the Board of County Commissioners adopted a Small Business Ordinance which is codified in Sections 2-80.21 through 2-80.34 (as amended) of the Palm Beach County Code, which sets forth the County's requirements for the SBE program, and is incorporated in this solicitation. Compliance with the requirements contained in this section shall result in a bidder being deemed responsive to SBE requirements. The provisions of this Ordinance are applicable to this solicitation, and shall have precedence over the provisions of this solicitation in the event of a conflict. Although preferences will not be extended to certified M/WBEs, unless otherwise provided by law, businesses eligible for certification as an M/WBE are encouraged to maintain their certification in order to assist in the tracking of M/WBE availability and awards of contracts to M/WBEs. This information is vital to determining whether race and gender neutral programs assist M/WBE firms or whether race and gender preferences are necessary in order to address any

continued discrimination in the market.

Item 2 – SBE Goals

The County has established a minimum goal of 15% SBE participation for all County solicitations, inclusive of all alternates and change orders. This goal is a minimum, and no rounding will be accepted.

Item 3 – Ranking of Responsive Bidders

Bidders who meet the SBE goal will be deemed to be responsive to the SBE requirement.

- a. In evaluating competitive bids or quotes between \$1,000 and one million dollars (\$1,000,000) where the low bidder is non-responsive to the SBE requirement, the contract shall be awarded to the low bidder responsive to the SBE requirement as long as the bid does not exceed the low bid amount by 10%. In the event there are no bidders responsive to the SBE requirement, the contract shall be awarded to the bidder with the greatest SBE participation in excess of seven percent (7%) participation, as long as the bid does not exceed the low bid amount by ten percent (10%).
- b. In evaluating bids in excess of one million dollars (\$1,000,000), where the low bidder is non-responsive to the SBE requirement, the contract shall be awarded to the low bidder responsive to the SBE requirements provided that such bid does not exceed the lowest responsive bid by more than one hundred thousand dollars (\$100,000) plus three percent (3%) of the total bid in excess of one million dollars (\$1,000,000). In the event there are no bidders responsive to the SBE goal, the contract shall be awarded to the bidder with the greatest SBE participation in excess of seven percent (7%) participation, provided that such bid does not exceed the lowest responsive bid by more than one hundred thousand dollars (\$100,000) plus three percent (3%) of the total bid in excess of one million dollars (\$1,000,000).

Item 4 – Bid Submission Documentation

SBE bidders, bidding as prime contractors, are advised that they must complete Schedule 1 and Schedule 2, listing the work to be performed by their own workforce, as well as the work to be performed by any SBE subcontractor. Failure to include this information on Schedule 1 will result in the participation by the SBE prime bidders own workforce NOT being counted towards meeting the SBE goal. This requirement applies even if the SBE contractor intends to perform 100% of the work with their own workforce.

Bidders are required to submit with their bid the appropriate SBE-M/WBE schedules in order to be deemed responsive to the SBE requirements. SBE-M/WBE documentation to be submitted is as follows:

Schedule 1 – List of Proposed SBE and M/WBE Participation

This list shall contain the names of the SBE Prime SBE and subcontractors intended to be used in performance of the contract, if awarded. This schedule shall also be used if an SBE prime bidder is utilizing ANY subcontractors.

(Only Job Order Contracting (JOC) contracts and Task Authorizations for annual contracts may be excluded from this requirement.)

Schedule(s) 2 – Letter(s) of Intent to Perform as an SBE or M/WBE Subcontractor

A Schedule 2 shall be completed by the SBE Prime. A Schedule 2 shall be completed and signed by the proposed SBE subcontractor listed on Schedule 1. SBE Primes and SBE Subcontractors shall specify the type of work to be performed, the cost and / or percentage. If the SBE intends to subcontract any portion of the job to another certified SBE, or non-SBE, they are required to list the amount and the name of the subcontractor on this form. The Prime may count toward its SBE goal second and third tiered SBE subcontractors; provided that the Prime submits a completed Schedule 2 form for each SBE subcontractor. Additional sheets may be used

as needed. In lieu of a Schedule 2, a detailed responsive proposal may be acceptable.

Item 5 – SBE Certification

Only those firms certified by Palm Beach County at the time of bid submission shall be counted toward the established SBE goals. Upon receipt of a complete application, **IT TAKES UP TO NINETY (90) DAYS TO BECOME CERTIFIED AS AN SBE WITH PALM BEACH COUNTY.** It is the responsibility of the bidder to confirm the certification of any proposed SBE; therefore, it is recommended that bidders visit the on-line Vendor Directory at www.pbcgov.org/osba to verify SBE certification.

Item 6 – Counting SBE Participation (and M/WBE Participation for Tracking Purposes)

- a. Once a firm is determined to be an eligible SBE according to the Palm Beach County certification procedures, the County or the Prime may count toward its SBE goals only that portion of the total dollar value of a contract performed by the SBE. Prior to issue, total dollar value of a contract will be determined by the PBC user department by defining factors to be considered as value. Total dollar value of retail contracts shall be determined by Gross Receipts.
- b. The County may count toward its SBE goals the total value of a contract awarded to an eligible SBE firm that subsequently is decertified or whose certification has expired after a contract award date or during the performance of the contract.
- c. The County or Prime may count toward its SBE goal a portion of the total dollar value of a contract with a joint venture, eligible under the standards for certification, equal to the percentage of the ownership and control of the SBE partner in the joint venture.
- d. The County or Prime may count toward its SBE goal the entire expenditures for materials and equipment purchased by an SBE subcontractor, provided that the SBE subcontractor has the responsibility for the installation of the purchased materials and equipment.
- e. The County or Prime may count the entire expenditure to an SBE manufacturer (i.e., a supplier / distributor that produces goods from raw materials or substantially alters the goods before resale).
- f. The County or Prime may count sixty percent (60%) of its expenditure to SBE suppliers / distributors that are not manufacturers.
- g. The County or Prime may count toward its SBE goal second and third tiered SBE subcontractors; provided that the Prime submits a completed Schedule 2 form for each SBE subcontractor.
- h. The County or Prime may only count toward its SBE goal the goods and services in which the SBE is certified and performs with its own forces.

Item 7 – Responsibilities After Contract Award

Schedule 3 – SBE-M/WBE Activity Form

This form shall be submitted by the prime contractor with each payment application when SBE subcontractors are utilized in the performance of the contract. This form shall contain the names of all SBE subcontractors, specify the subcontracted dollar amount for each subcontractor and show amount drawn and payments to date issued to subcontractors. This form is intended to be utilized on all non-professional services contracts.

Schedule 4 – SBE-M/WBE Payment Certification

A Schedule 4 for each SBE sub shall be completed and signed by the proposed SBE after receipt of payment from the Prime. If a SBE subcontractor intends to disburse any funds

associated with this payment to any subcontractor for labor provided on this contract, the amount and name of the subcontractor must be listed on this form. In addition, if the named subcontractor is a certified SBE, then a Schedule 4 shall be completed and signed by the named SBE after receipt of payment from the SBE subcontractor. When applicable, the Prime shall submit this form with each application submitted to the County for payment to document payment issued to a sub in the performance of the contract.

All bidders hereby assure that they will meet the SBE participation percentages submitted in their respective bids with the subcontractors contained on Schedules 1 and 2 and at the dollar values specified. Bidders agree to provide any additional information requested by the County to substantiate participation.

The successful bidder shall submit an SBE-M/WBE Activity Form (Schedule 3) and SBE-M/WBE Payment Certification Forms (Schedule 4) with each payment application. Failure to provide these forms may result in a delay in processing payment or disapproval of the invoice until they are submitted. The SBE-M/WBE Activity Form is to be filled out by the Prime Contractor and the SBE-M/WBE Payment Certification Forms are to be executed by the SBE or M/WBE firm to verify receipt of payment.

Item 8 – SBE Substitutions

After contract award, the successful bidder will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified SBE's in order to maintain the SBE percentages submitted with the bid. Requests for substitutions must be submitted to the user Department and OSBA.

- d. **LOCAL PREFERENCE ORDINANCE:** In accordance with the Palm Beach County Local Preference Ordinance, a preference may be given to (1) bidders having a permanent place of business in Palm Beach County or (2) bidders having a permanent place of business in the Glades that are able to provide the goods or services within the Glades.

1. **Glades Local Preference:** Pursuant to the Palm Beach County Local Preference Ordinance, a 5% Glades Local Preference is given when a Glades business offers to provide the goods or services that will be procured for use in the Glades. If the lowest responsive, responsible bidder is a non-Glades business, all bids received from responsive, responsible Glades businesses will be decreased by 5%. The original bid amount is not changed. The 5% decrease given for the Glades Local Preference is calculated only for the purpose of determining local preference.
2. **Local Preference:** Pursuant to the Palm Beach County Local Preference Ordinance, a 5% Local Preference is given to bidders having a permanent place of business in Palm Beach County. If the lowest responsive, responsible bidder is a non-local business; all bids received from responsive, responsible local businesses will be decreased by 5%. The original bid amount is not changed. The 5% decrease given for the Local Preference is calculated only for the purpose of determining local preference.
3. To receive a Glades Local Preference or a Local Preference (collectively referred to as "local preference"), a bidder must have a permanent place of business in existence prior to the County's issuance of this Notice of Solicitation / Invitation for Bid. A permanent place of business means that the bidder's headquarters is located in Palm Beach County or in the Glades, as applicable; or, the bidder has a permanent office or other site in Palm Beach County or in the Glades, as applicable, where the bidder will produce a substantial portion of the goods or services to be purchased. A valid Business Tax Receipt issued by the Palm Beach County Tax Collector is required, unless the bidder is exempt from the business tax receipt requirement by law, and will be used to verify that the bidder had a permanent place of business prior to the issuance of this Notice of Solicitation / Invitation for Bid. In addition, the attached "Certification of Business

Location" and Business Tax Receipt must accompany the bid at the time of bid submission. The Palm Beach County Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the bidder / proposer to not receive a local preference.

- e. **DRUG FREE WORKPLACE CERTIFICATION:** In compliance with Florida Statute (Section 287.087) attached form "Drug-Free Workplace Certification" should be fully executed and submitted with bid response in order to be considered for a preference whenever two (2) or more bids which are equal with respect to price, quality, and service are received by Palm Beach County.
- f. **CONDITIONED OFFERS:** Bidders are cautioned that any condition, qualification, provision, or comment in their bid, or in other correspondence transmitted with their bid, which in any way modifies, takes exception to, or is inconsistent with the specifications, requirements, or any of the terms, conditions, or provisions of this solicitation, is sufficient cause for the rejection of their bid as non-responsive.
- g. **PRICING:**
 1. Prices offered must be the price for new merchandise and free from defect. Unless specifically requested in the bid specifications, any bids containing modifying or escalation clauses shall be rejected.
 2. The price offered must be in accordance with the unit of measure provided on the bid response page(s). One (1) space or line requires only one (1) single, fixed unit price. Anything other than a single, fixed unit price shall result in the rejection of your bid.
 3. All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.
 4. Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of bid submission to allow for evaluation and award.
 5. Bidder warrants by virtue of bidding that prices shall remain firm for the initial and any subsequent term unless modified by a special condition.
 6. In the event of mathematical error(s), the unit price shall prevail and the bidder's total offer shall be corrected accordingly. **BIDS HAVING ERASURES OR CORRECTIONS MUST BE INITIALED BY THE BIDDER PRIOR TO BID SUBMISSION. IF THE CORRECTION IS NOT PROPERLY INITIALED, OR IF THE INTENT OR LEGIBILITY OF THE CORRECTION IS NOT CLEAR, THE BID SHALL BE REJECTED.**
 7. Bidders may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes unless otherwise specified in the special conditions. Bidders should reflect any discounts to be considered in the unit prices bid.
- h. **SUBMITTING NO BID or NO CHARGE:** Bidders not wishing to bid on some items sought by this solicitation should mark those items as "no bid". If some items are to be offered at no charge, bidders should mark those items as "no charge". Items left blank shall be considered a "no bid" for that item, and the bid shall be evaluated accordingly.
- i. **ACCEPTANCE / REJECTION OF BIDS:** Palm Beach County reserves the right to accept or to reject any or all bids. Palm Beach County also reserves the right to (1) waive any non-substantive irregularities and technicalities; (2) reject the bid of any bidder who has previously failed in the proper performance of a contract of a similar nature, who has been suspended or debarred by another governmental entity, or who is not in a position to perform properly under this award; and (3) inspect all facilities of bidders in order to make a determination as to its ability to perform.

Palm Beach County reserves the right to reject any offer or bid

if the prices for any line items or subline items are materially unbalanced. An offer is materially unbalanced if it is mathematically unbalanced, and if there is reason to believe that the offer would not result in the lowest overall cost to the County, even though it is the lowest evaluated offer. An offer is mathematically unbalanced if it is based on prices which are significantly less than fair market price for some bid line item and significantly greater than fair market price for other bid line items. Fair market price shall be determined based on industry standards, comparable bids or offers, existing contracts, or other means of establishing a range of current prices for which the line items may be obtained in the market place. The determination of whether a particular offer or bid is materially unbalanced shall be made in writing by the Purchasing Director, citing the basis for the determination.

- j. **NON-EXCLUSIVE:** The County reserves the right to acquire some or all of these goods and services through a State of Florida contract under the provisions of Section 287.042, Florida Statutes, provided the State of Florida contract offers a lower price for the same goods and services. This reservation applies both to the initial award of this solicitation and to acquisition after a term contract may be awarded. Additionally, Palm Beach County reserves the right to award other contracts for goods and services falling within the scope of this solicitation and resultant contract when the specifications differ from this solicitation or resultant contract, or for goods and services specified in this solicitation when the scope substantially differs from this solicitation or resultant contract.
- k. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES:** Palm Beach County encourages and agrees to the successful bidder extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder.
- l. **PERFORMANCE DURING EMERGENCY:** By submitting a bid, bidder 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. Bidder 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. Bidder shall furnish a 24-hour phone number to the County in the event of such an emergency. Failure to provide the stated priority during and after an emergency shall constitute breach of contract and make the bidder subject to sanctions from doing further business with the County.
- m. **SALES PROMOTIONS / PRICE REDUCTIONS:** Should sales promotions occur during the term of the contract that lower the price of the procured item, the successful bidder 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 successful bidder may offer a reduced price which shall remain in effect for the duration of the contract.
- n. **SUCCESSFUL BIDDER NON-DISCRIMINATION POLICY:** The successful bidder 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 successful bidder **does not** have a written non-discrimination policy, the successful bidder 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 successful bidder shall satisfy the requirements set forth

in this Section 3.n. 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 successful bidder's failure to satisfy the requirements set forth in this Section 3.n. 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. BID SUBMISSION TIME / AWARD OF BID

- a. **OBSERVING THE PUBLISHED BID SUBMISSION TIME:** The published bid submission time shall be scrupulously observed. It is the sole responsibility of the bidder to ensure that their bid arrives in the Purchasing Department prior to the published bid submission time. Any bid delivered after the precise published time of bid submission shall not be considered, and shall be returned to the bidder unopened if bidder identification is possible without opening. Bid responses by telephone, electronics, or facsimile shall not be accepted. Bidders shall not be allowed to modify their bids after the published bid submission time.
- b. **POSTING OF AWARD RECOMMENDATION:** Recommended awards shall be publicly posted for review, at the Purchasing Department and on the Purchasing Department website at www.pbcgov.org/purchasing prior to final approval, and shall remain posted for a period of five (5) business days. The official posting on the Purchasing Department website shall prevail if a discrepancy exists between the referenced listings.
- c. **PROTEST PROCEDURE:** Protest procedures are provided in the Palm Beach County Purchasing Code. Protests must be submitted in writing, addressed to the Director of Purchasing, via hand delivery, mail or fax to (561) 242-6705. Protest must identify the solicitation, specify the basis for the protest, and be received by the Purchasing Department within five (5) business days of the posting date of the recommended award. The protest is considered filed when it is received by the Purchasing Department. Failure to file protest as outlined in the Palm Beach County Purchasing Code shall constitute a waiver of proceedings under the referenced County Code.

5. CONTRACT ADMINISTRATION

- a. **DELIVERY AND ACCEPTANCE:** Deliveries of all items shall be made as soon as possible. Deliveries resulting from this bid are to be made during the normal working hours of the County. Time is of the essence and delivery dates must be met. Should the successful bidder fail to deliver on or before the stated dates, the County reserves the right to CANCEL the order or contract and make the purchase elsewhere. The successful bidder 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 successful bidder and for full credit, any item(s) received which fail to meet the County's specifications or 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 successful bidder, upon request. Successful bidders are not exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor are successful bidders authorized to use the County's Tax Exemption Number in securing such materials.
- 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 successful bidder's bid; 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>

Successful bidders 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 561-355-3295.

- d. **CHANGES:** The Director of Purchasing, Palm Beach County, by written notification to the successful bidder 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 successful bidder 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 successful bidder, terminate the contract in whole or in part if the successful bidder 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 successful bidder, the County may procure goods and / or services similar to those terminated, and the successful bidder shall be liable for any excess costs incurred due to this action.

If it is determined that the successful bidder 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 successful bidder), the rights and obligations of the parties shall be those provided in Section 5f, "Termination for Convenience".

- 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 successful bidder, 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 successful bidder has the right to withdraw, without adverse action, from the entire contract.

Unless directed differently in the notice of termination, the successful bidder 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 successful bidder 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.
6. **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.
7. **BUSINESS INFORMATION:** If bidder is a Joint Venture for the goods / services described herein, bidder shall, upon request of Palm Beach County, provide a copy of the Joint Venture Agreement signed by all parties.

THIS IS THE END OF "GENERAL CONDITIONS"

SPECIAL CONDITIONS

8. GENERAL / SPECIAL CONDITION PRECEDENCE

In the event of conflict between General Conditions and Special Conditions, the provisions of the Special Conditions shall have precedence.

9. PRE-BID CONFERENCE (MANDATORY)

All interested parties/bidders are **required** to attend a pre-bid conference which is scheduled to be held at Palm Beach County Purchasing Department, 50 South Military Trail, Conference Room 1N-142, West Palm Beach, Florida 33415 on November 2, 2016 commencing at 10:00 A.M.

At this time, the County's representative will be available to answer questions relative to this Invitation for Bid (IFB). Any suggested modifications may be presented in writing to, or discussed with the County's representative(s) as possible amendments to the Invitation for Bid. **THE BIDDER'S FAILURE TO ATTEND THIS CONFERENCE SHALL RESULT IN DISQUALIFICATION OF THEIR BID.**

All interested parties/bidders shall sign an attendance sheet. The attendance sheet will be collected at 10:10 A.M. (10 minutes after stated start time) local time. Those arriving after the attendance sheet has been collected shall be considered as not in attendance for purposes of the mandatory pre-bid conference.

In accordance with the provisions of ADA, auxiliary aids or services will be provided upon request with at least three days notice.

10. QUALIFICATION OF BIDDERS

This bid shall be awarded only to a responsive and responsible bidder, qualified to provide the goods and/or service specified. The bidder shall, upon request, promptly furnish the County sufficient evidence in order to confirm a satisfactory performance record. Such information may include an adequate financial statement of resources, the ability to comply with required or proposed delivery or performance schedule, a satisfactory record of integrity and business ethics, the necessary organization, experience, accounting and operation controls, and technical skills, and be otherwise qualified and eligible to receive an award under applicable laws and regulations.

The bidder should submit the following information with their bid response; however, if not included, it shall be the responsibility of the bidder to submit all evidence, as solicited, within a time frame specified by the County (normally within two working days of request). Failure of a bidder to provide the required information within the specified time frame is considered sufficient cause for rejection of their bid. **Information submitted with a previous bid shall not satisfy this provision.**

- A. List a minimum of three (3) currently active references in which similar goods and/or services have been provided within the past three (3) years including scope of work, contact names, addresses, e-mail addresses, telephone numbers and dates of service on the attached reference sheet included herein. A contact person shall be someone who has personal knowledge of the bidder's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. **DO NOT** list persons who are unable to answer specific questions regarding the requirement.
- B. Provide a list of equipment and facilities available to do the work.

11. 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 recommended awardee(s) 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. Contractor 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 contractor or its subcontractor terminates an employee who has been issued a badge, the Contractor must notify the County within two (2) hours. At the time of termination, the contractor shall retrieve the badge and return it to the County in a timely manner. The County reserves the right to suspend any Contractor 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 contractor 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.

12. CRIMINAL HISTORY RECORDS CHECK (Palm Beach International Airport)

All individuals working at the Palm Beach International Airport ("PBIA") must pass a Criminal History Records Check ("CHRC"). Each individual requesting unescorted access authority onto the PBIA Security Identification Display Area ("SIDA"), Sterile Area and the Air Operations Area ("AOA"), will be required to submit to a finger-print based CHRC that does not disclose that the individual has a disqualifying criminal offense as defined in 49 CFR 1542.209. When determining if an individual will be granted unescorted access, the Department of Airports' Security Office ("Airport Security Office") will apply the regulations set forth in 49 CFR 1542 and any directives, policies or procedures established by the Transportation Security Administration thereunder. Fingerprinting will be conducted electronically by the Airport Security Office and submitted to the FBI after being reviewed by the designated clearinghouse.

The successful bidder shall be responsible for payment of all applicable fees related to the CHRC, including, but not limited to, fingerprinting and badge fees. All badges must be returned to the Airport Security Office upon termination of services or removal of any employees due to a security violation. The Transportation Security Administration will take legal enforcement against persons (employees/employer) making any fraudulent or intentionally false statement or entry on any security program, record, application, report, access, or identification media, or any other document that is kept, made or used to show compliance with the CHRC requirements. The term "persons" includes an individual, firm, partnership, corporation, company, association, joint-stock association, or governmental entity. The County reserves the right to suspend any Contractor, subject to the requirements of the Ordinance, that: 1) is not in compliance with the requirements of County Code Section 2-371 through 2-377, as amended; OR 2) does not immediately contact the County regarding a badged Contractor employee or Subcontractor employee that has been terminated.

13. AWARD (LOT-BY-LOT)

Palm Beach County shall award this bid to the lowest, responsive, responsible bidder on a lot-by-lot basis. The County reserves the right to reject bids which would result in an award which is financially disadvantageous to the County. An award may be considered financially disadvantageous when it would result in an award to a bidder for less than \$1,000, or when it would result in awards of multiple small fragments. This policy is predicated on avoidance of increased administrative costs and operational complexity. Therefore, it is necessary for a bidder to bid on every item in the particular lot for which the bidder submits a bid 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 for that lot, the entire lot will be considered non-responsive. Additionally, if a bidder enters a No Bid, or N/A for any item in that lot, they will be considered non-responsive for that lot.

14. INVOICES - ITEM# 296 ONLY

When invoicing the County for goods and services purchased under this solicitation, the successful bidder must provide complete, accurate invoices which must include for every item purchased a definitive description, the catalog/list price, quantity and the invoiced price. The description of the item must be sufficiently accurate to specifically identify the goods provided to the County. Example: Invoice shall include:

<u>Item #</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
1.	Medium River Rock	3	40 Lb Bag	\$40.00	\$120.00
2.	Margo Snow White Pebbles 5" to 1.5"	5	20 Lb Bag	\$20.00	\$100.00

15. TIME AND MATERIAL CONTRACT (MATERIAL PRICING AT COST) ITEM# 296 ONLY

The price to be paid for materials sold to Palm Beach County as a result of this bid award shall be based on the bidder's cost of the actual items plus shipping cost. With each invoice that includes materials not covered by the service as defined herein, the bidder shall supply original manufacturer's/supplier's cost documentation to the Palm Beach County Department requesting the service as well as to the Finance Department, Pre-Audit Division, PO Box 4036, West Palm Beach, Florida 33402-4036. In no event shall the prices, based on cost, exceed the bidder's price to its most favored customer for the same item in like quantity, or the current market price, whichever is lower.

16. 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.

17. F.O.B. POINT

The F.O.B. point shall be destination. Exact delivery point will be indicated on the term contract delivery order (DO). Bid responses showing other than F.O.B. destination shall be rejected. Bidder retains title and assumes all transportation charges, responsibility, liability and risk in transit, and shall be responsible for the filing of claims for loss or damages.

18. TIME FOR COMPLETION / DELIVERY

Bidder acknowledges and agrees that the time of completion/delivery is an essential condition of this contract.

By submitting a bid response, bidder, if awarded contract, agrees to begin work not later than seven (7) calendar days after notification, and to prosecute the work uninterrupted in such a manner, with sufficient labor, equipment and/or materials so as to ensure its completion within the timeframe agreed upon.

19. AS SPECIFIED

The term contract delivery order (DO) will be issued to the successful bidder with the understanding that all items delivered and services rendered must meet the specifications herein. Palm Beach County will return, at the expense of the successful bidder, items not delivered as specified.

20. QUANTITY

The quantities shown are estimated. Palm Beach County reserves the right to increase or decrease the total quantities as necessary to meet actual requirements. Unless stipulated otherwise, Palm Beach County will accept NO minimum order requirements. Additionally, bidders are cautioned to bid in accordance with the unit specified on the bid response page.

21. RENEWAL OPTION

The successful bidder shall be awarded a contract for twelve (12) months with the option to renew for four (4) additional twelve (12) month period(s). The option for renewal shall only be exercised upon mutual written agreement and with all original terms, conditions and unit prices adhered to with no deviations. Any renewal shall be subject to the appropriation of funds by the Board of County Commissioners. A renewal shall be revoked if a vendor is suspended by the Purchasing Department prior to the commencement of the renewal period.

22. WARRANTY

The successful bidder shall fully warrant all trees, palms, shrubs, and groundcover, furnished hereunder against defect in materials and/or workmanship for a period of twelve (12) months from date of delivery and acceptance by Palm Beach County. Should any defect in materials or workmanship, excepting ordinary wear and tear, appear during the above stated warranty period, the successful bidder shall repair or replace same at no cost to Palm Beach County, immediately upon written notice from the Director of Purchasing.

23. WORK SITE SAFETY/SECURITY

The successful bidder shall at all times guard against damage or loss to the property of Palm Beach County, the bidder'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 successful bidder shall provide fences, signs, barricades, flashing lights, etc. 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, successful bidder 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 successful bidder or its agents.

24. INSURANCE REQUIRED

It shall be the responsibility of the successful bidder 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 successful bidder shall, during the term of the Contract, and prior to each renewal thereof, provide evidence of insurability to ITS at pbcc@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. Successful bidder 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. Successful bidder 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 successful bidder neither owns nor leases automobiles, the Business Auto Liability requirement shall be amended allowing successful bidder to maintain only Hired & Non-Owned auto Liability and shall provide either an affidavit or a letter on company letterhead signed by the bidder indicating either the bidder does not own any vehicles, and if vehicles are acquired throughout the term of the contract, bidder 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. Successful bidder 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 successful bidder 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 bid 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 successful bidder 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.

Bidder shall agree that all insurance coverage required herein shall be provided by Bidder to County on a primary basis.

**SPECIFICATIONS
BID #17-005/ZG**

**LANDSCAPE INSTALLATION AT VARIOUS LOCATIONS,
TERM CONTRACT**

PURPOSE AND INTENT

The sole purpose and intent of this Invitation for Bid (IFB) is to secure firm, fixed pricing and establish a term contract for Landscape Installation at various locations throughout Palm Beach County.

GENERAL

PART 1 - SOIL PREPARATION - LANDSCAPING

Requirements:

- A. Work includes soil preparation, and fertilizing.

Clean-Up:

- A. Removing waste materials such as stones, roots, or other undesirable foreign material and raking, disking, dragging, and smoothing soil ready for planting
- B. Immediately clean-up spills, soil, fertilizers, and conditioners from paved or finished surfaced areas.
- C. Sweep, clean, or pressure wash as directed by the County representative, any areas soiled by successful bidder's operations, to include curbs, concrete pavers, walks, streets, etc.
- D. Remove all debris and excess materials generated by successful bidder's operations from project site and dispose of in an appropriate dumping site.

PART 2 - TREES, PALMS, SHRUBS, AND GROUND COVER

Requirements:

- A. Provide all materials, equipment, and labor to install plant materials as specified.

Quality Assurance:

- A. Inspection:
 - 1. Furnish plant materials inspected by State Department of Agriculture and tagged or otherwise approved for delivery at the growing site.
 - 2. Inspect all plant materials to insure that they are delivered undamaged from transportation. Reject any material that has been damaged or rendered unacceptable due to transporting.
- B. Plant nomenclature shall conform to the names given in *The New Royal Horticultural Society Dictionary of Gardening*, which is the source cited by the current February, 1998 or latest edition of *Florida Grades and Standards for Nursery Plants*, by the Florida Dept. of Agriculture and Consumer Services, Division of Plant Industry (henceforth called Florida Grades and Standards).
- C. Substitutions for plant material shall not be permitted unless authorized in writing by the designated Water Utilities representative. No species shall be approved for substitution without proof that the plant as specified cannot be obtained. The specifications do not prevent the successful bidder from acquiring materials in other geographical areas, special growing, or making other arrangements to insure that the plant species are available and installed according to the specifications.

Product Storage and Handling:**A. Materials storage:**

1. Successful bidder shall be responsible for delivery and storage of all materials specified. On-site areas for temporary plant storage shall be only as approved by the County representative.
2. Outside storage shall be shaded and protected from sun and wind.
3. Stored plant materials shall be watered at a frequency that will maintain them in a vigorous, healthy condition until they are installed.

Job Conditions:

- A. Plant installation should occur only when weather and soil conditions are suitable and in accordance with accepted industry practices.
- B. The successful bidder shall exercise care in digging and other work so as not to damage existing work including underground pipes and cables, and the pipes and hydrants of watering systems. Should such overhead or underground obstructions be encountered which interfere with planting, the designated County representative shall be consulted and will advise the successful bidder as to the required adjustments to the layout. The successful bidder is required to contact "Sunshine State 1" (or its successor replacement service company) at 1-800-432-4770 to schedule the locating of utilities which subscribe to their service.

Plant Guarantee and Replacement:

- A. The successful bidder shall warrant that all trees and palms planted under this contract will be healthy and in a flourishing condition of active growth twelve (12) months from the date of final acceptance by the designated Water Utilities representative. Shrubs and groundcover shall be warranted under the same conditions for a period of twelve (12) months from date of final acceptance.
- B. At the end of the twelve (12) month guarantee period, the County representative shall determine requirements for replacement plants and provide the successful bidder with a list of deficiencies. The successful bidder shall replace, without cost to the County, all dead or dying plants, and all plants that are not in a vigorous, thriving, condition. Replacement plants shall be of the same nomenclature and procurement specifications as the originally installed plants.
- C. A schedule of the replacement times and procedures will be issued to the successful bidder by the County representative indicating the time required to complete warranted replacement(s). All warranted replacement materials shall be guaranteed for a period of twelve (12) months. This additional guarantee period will commence from the date of acceptance of replacement materials by the County representative.

PART 3 - PRODUCTS**Plant Material:**

- A. "Standard Plant Names" shall be authority for plant names. Plant materials shall be of standard quality true to name and type and representative of their species and cultivar. Well formed and shaped, true to type, and free from disease, insects, sun-scald, windburn, cold damage, injuries, abrasions or disfigurement, that would render them unacceptable as specified.
- B. Nursery grown: ANSI Z60.1-1990 or latest edition.
 1. Grown under climatic conditions similar to those in locality of project, and in soils similar to that in which they are to be planted.
 2. Container grown stock:
 - a. Must have grown in container for a minimum of 60 days before delivery to project site
 - b. Not root bound or with root system hardened off
- C. Plants shall be Florida #1 grade according to Grades and Standards for Nursery Plants, February, 1998, or latest edition.

- D. Plants shall be measured when branches are in their normal position. Height and spread dimensions specified refer to the main body or canopy of plant not widest branches tip-to-tip. The height and width specified are the MINIMUM sizes acceptable and are the measurements after pruning where pruning is required.
- E. All plants shall be subject to the approval of the County representative. Plants may be inspected at the grower's nursery or at the place of collection. Approval of plants at the source does not alter the right of rejection at the project site. All plants which are found unsuitable in growth or condition or which are not true to name shall be removed at the expense of the successful bidder and replaced with acceptable plants as specified.
- F. No substitution of material types, specification, or sizes will be permitted without written authorization from the County representative.

Water:

- A. Successful bidder shall provide labor and equipment necessary to distribute water as required for all installed materials. **Existing or proposed irrigation systems should not be relied upon to provide water for newly planted materials.**
- B. Successful bidder shall provide watering for the first ninety (90) days at no additional charge to the County. After the first ninety (90) days, the per watering man hour rate for watering offered on the Bid Response page shall apply.

Fertilizer:

- A. Successful bidder shall provide commercial grade fertilizer uniform in composition, dry and in a free-flowing condition for application by suitable equipment, delivered in unopened bags or containers, each fully labeled and complying with State of Florida fertilizer laws, at no additional charge to Palm Beach County.
- B. For palm trees, non-flowering trees, flowering trees, shrubs, and ground-covers use 12-2-14, with slow-release nitrogen (sulfur coated), to include minor elements. All fertilizers shall be applied at rates indicated and according to manufacturer's specification for new plantings, at no additional charge to Palm Beach County.

Cypress Blend Mulch:

- A. Mulch shall consist of Cypress blend mulch, free of sand, dirt and seeds. The mulch shall be screened and reduced in size to no larger than one inch (1") in diameter.
- B. Mulch shall be brown in color.
- C. New mulch shall be two (2") inches in depth.
- D. Successful bidder shall submit certification that the mulch is free of arsenic and construction debris.

Top Soil:

- A. Soil:
 - 1. Planting Soil (backfill material) – specified planting soil for trees and plants shall be a uniform mixture of 50% bio-solids co-compost and 50% topsoil (sandy loam). Mixture shall use indigenous materials only and be manufactured specifically for backfill planting of trees and plants. Bio-solids co-compost shall be "AllGro" (screened to 1" maximum size) or approved equivalent.
 - a. Compost shall be a stabilized mixture derived from organic wastes such as food and agricultural residues, animal manure, mixed solid waste and bio-solids (treated sewage sludge) that meet all State Environmental Agency requirements. The product shall be well composted (mature compost, not green compost), free of viable weed seeds and nematodes and contain material of a generally humus nature capable of sustaining growth of vegetation, with no materials toxic to plant growth.
 - b. Topsoil shall be fertile, friable, without mixture of subsoil materials, and obtained from a well-drained, arable site with representative characteristics of area soils (sandy loam texture). It shall be free from heavy clay, lime rock, shell rock, stones, lumps, plants, roots, or other foreign materials, or noxious grass (such as Bermuda or nut grass) and noxious weeds. It shall not contain toxic substances which may be harmful to plant growth. The pH range shall be 5.0 to 7.0 inclusive. Contractor may be required to submit results of soil tests for top soil proposed for use under this contract for approval by the Owner's Representative. The use of existing on-site topsoil (tilled and loosened in the planting hole) is permitted if a soil analysis proves it meets the above specifications.

Sod:

- A. Sod shall be St. Augustine Floratam, Celebration #419 or Latitude #36 Bermuda grass.
- B. Grass shall be nursery grown, healthy, live, fresh, uninjured and shall be a fibrous grass with well (mature) matted grass roots.
- C. Grass shall be free of weeds, insects, fungus, debris and any other undesirable grasses.
- D. Grass shall be delivered in pallets which shall be clean, cut in rectangles, either by hand or machine, at a uniform thickness, grass blades shall be cut to a height of not more than 3 inches.
- E. Grass widths shall not be less than 12 inches, and lengths not less than 24 inches.
- F. Celebration #419 or Latitude #36 Bermuda grass shall be classified as certified stock or shall originate from certified stock and harvested from a licensed sod grower.
- G. Bermuda grass pallets shall have a uniform soil thickness of 0.60 inches, unless otherwise agreed upon.

Landscape Gravel and Stone:

- A. Gravel and stone shall include a wide variety of decorative stones and gravel in many different size, shape and colors. Successful bidder shall provide at vendor's cost.

PART 4 - EXECUTION

- A. Inspect the site to determine site conditions.
- B. Inspect all plants for injury, insects, diseases, or any other deficiency that would render them unacceptable. Remove unacceptable plants from the project-site immediately.
- C. Inspect site for availability and equipment accessibility to water installed materials.

Preparation:

- A. Prior to installation of plants, the planting area shall be cleaned and free of weeds, grasses, sod, debris, rocks, and other material making the site unplatable.

Excavation:**A. Planting Pits and Trenches:****1. Shape:**

- a. Vertical sides and flat bottom
- b. Plant pits to be square or circular

2. Size for Trees:

- a. Depth to be increased as necessary to accommodate planting ball such that the ground line collar of tree is located 1" above the level of finished grade. Auger as necessary to provide for water percolation. A minimum of 8" of compacted planting soil backfill shall be provided below the root ball.
- b. Width or diameter: 2' greater than diameter of planting ball (12" all sides) at a minimum.

3. Size for Shrubs and Ground-covers:

- a. Excavate entire area to be planted with shrub/groundcover masses or linear hedges to minimum depth of 12".

- B. EXCAVATED SOILS SHALL NOT BE UTILIZED AS PLANTING SOIL BACKFILL unless the on-site soil meets the topsoil specification for use in planting soil and is approved by the County. If excavated materials are found not suitable for use as topsoil component of planting soil, then excavated material shall be removed and disposed of in an appropriate dumping area off-site.

C. Excavation shall consist of, but not be limited to, the following material:

1. Groundcover: 6" to 12" in Height
2. Shrubs: 12" to 36" in Height
3. Small Tree: 4' to 8' with 2-3" Caliber trunk
4. Large Tree: 9' to 20' with 4-8" Caliber trunk
5. Palm Trees: 4' to 20' with 4-18" Caliber range

D. Excavation shall include complete removal of landscape material and root ball.

E. Successful bidder is responsible for all disposal fees.

Planting:

A. Container grown materials:

1. Place plant in center of pit or trench on level, tamped planting soil, facing for best effect or as directed by the County representative. Set each plant vertical and ensure that spacing between plants is according to specifications.
2. Set plant plumb and hold in position until soil has been back-filled and firmly tamped around planting ball. Hand water backfill and rootball until all are thoroughly soaked and settled in the pits; continue to water and work soil around root ball lightly compacting and eliminating air pockets.
3. Verify all water percolates from planting pits.
4. After soil settles from initial watering, fill remainder of pit with additional planting soil as necessary; add specified fertilizer and water well. Rake entire planting area smooth leaving surface even with finish grade.

B. Field grown / balled and burlapped plants:

1. Place plant in pit on specified backfill material that has been hand tamped prior to placing plant.
2. Place tree with burlap intact so location of ground line collar of ball is 1" above the level of finished grade. Set plant plumb and hold rigidly in place before loosening burlap or adding backfill.
3. Loosen binding at top of planting ball and lay top 1/3 of burlap back. Do not remove burlap.
4. Place backfill material around rootball at the same time adding water to the pit. Continue adding backfill and water until pit is even with finish grade and all air pockets are eliminated. Add specified fertilizer to surface of back-filled of planting pit before mulch.
5. If wire basket and/or synthetic burlap is used, follow procedure above, except after setting tree, cut-off and remove upper 1/3 of wire and bend back remaining wire flat on floor of pit to prevent future girdling of major roots. Completely remove all synthetic materials such as nylon rope and synthetic burlap from pit.

C. Fertilizer:

1. Install specified fertilizer on top of back-fill soil in a circle around the edge of root zone for each tree or plant and mix lightly into the top 2" of soil at time of planting before mulching, at no additional charge to Palm Beach County. Do not touch plant with fertilizer. Water in the fertilizer after mulching. The County representative may inspect the installation to verify that fertilizer has been installed. The successful bidder shall notify the County representative that planting and fertilizing operations are complete and request verification. The successful bidder shall re-apply fertilizer, at the direction of the County representative, to any plants where evidence of previous installation cannot be verified, at no additional charge to Palm Beach County.
2. Fertilizer installation shall use the following rates:
 - a. Trees - ½ pound fertilizer per 1 - inch of tree caliper
 - b. Palms - ½ pound fertilizer per 1 - inch of trunk caliper
 - c. Shrubs/ground-cover - 1 pound fertilizer per 25 sq. ft. planting area

Maintenance of Installed Materials:

A. Plant Materials:

1. The successful bidder's maintenance period shall begin immediately after plants are installed and continue until final inspection and acceptance of the entire work under the contract by the County representative.
2. The successful bidder shall provide necessary labor, equipment, and materials to maintain all newly installed plant material. Maintenance shall include, but not be limited to, watering, fertilizing, trimming, weeding, etc., and any work required to maintain plant material in a vigorous, healthy, thriving, condition.
3. The requirements of the successful bidder to maintain installed plant materials will end upon acceptance of the installation by the County representative. The issuance of a final Certificate of Acceptance and takeover by the County's maintenance operations, does not eliminate the successful bidder's requirements to guarantee materials and installation.

B. Watering:

1. All installed shrubs, and ground-covers shall be hand-watered over entire root zone with slow, deep root penetration with a minimum of 2" of water per day for the first two (2) weeks and 1-3/4" of water every other day during the next eight (8) weeks after installation.
2. The successful bidder is responsible for notifying the County representative if plant materials shall require hand-watering after final acceptance of the work. The minimal frequencies established above SHALL NOT limit the successful bidder's requirement for providing adequate watering to the establishment, proper acclimation and maintenance of all plant materials.
3. All installed trees shall be hand-watered over the entire root zone with a slow soaking at 4-gallons per minute for deep root penetration and protection of surface roots, mulch, and earth berm around saucer. Successful bidder shall be responsible for adequate watering of all installed trees from the time of planting until final acceptance at the completion of the minimum twelve (12) month maintenance/guarantee period.
4. The following water guideline has been established for successful bidder's information only and shall be considered only as an estimate of water needed. Depending on climate, rainfall, soil, and plant conditions, the successful bidder shall adjust the water schedule and amount per application to meet optimum plant growth conditions. The successful bidder shall be responsible for monitoring climate and plant soil moisture conditions, and determining if watering beyond or less than the watering guideline described below shall be applied.
5. Water Use Guideline:

Amount of Water Applied

Trees and Palm Trees: Apply a minimum of 15-gallons water per tree at each application. Water applied should be a slow soaking at 4-gallons per minute, maximum.

Minimum Frequency Guideline for Hand-Watering:

Material	Day	Frequency	Applications
Trees	1-30	Daily	30
Trees	31-180	Every 3 rd Day	50
Trees	181-325	Every 7 th Day	20
Trees	326-361	Every 12 th Day	3

6. Frequency and number of applications may vary due to climate, rainfall, soil, and plant conditions. Less water may be used during wet, cool periods whereas more water may be needed during hot, dry periods. Successful bidder shall adjust as needed for optimum plant health.
7. Damage resulting from erosion, gullies, washouts, or other causes shall be repaired by the successful bidder by filling with topsoil, reshaping earth berm and saucer, tamping to re-stabilize slopes, and replacing lost fertilizer and mulch at no additional cost to the County.
8. Successful bidder to use spray diffuser on the end of the hose to ensure water is applied gently so as not to displace mulch or expose root systems.

Final Inspection and Acceptance:

- A. Successful bidder shall submit in writing a request for final inspection for completion from the County representative of each area of work as it is completed. The County representative shall determine if the work is complete and schedule a final inspection as may be appropriate. The County representative will provide the successful bidder with a written list of any deficiencies identified during the inspection.
- B. The successful bidder shall correct the list of deficient items including replacement of plant material within fifteen (15) calendar days and notify the County representative that the corrections are complete. The County representative will re-inspect the completed work and issue one of the following:
 - 1. Letter of rejection indicating any deficiencies that remain
 - 2. Letter of acceptance indicating that the work is acceptable, after which final payment shall be made to the successful bidder
- C. Plant material rejected during the course of landscape installation shall be removed within five (5) calendar days of notice by County representative and replaced before the final inspection for completion will be scheduled.

COUNTY'S RESPONSIBILITIES

The County shall order on an as needed basis.

The County shall 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.

PAYMENT

Payment is based on the unit price provided on the bid response page. Payment shall be rendered ONLY upon the County's satisfaction of items delivered and services rendered. Price shall include, but is not limited to, all supervision, plants, palms, trees, fertilizer, mulch, soil, sod, labor, equipment, materials, tools, machinery, shipping, transportation, travel, manpower, fuel, mobilization, demobilization and other facilities and services necessary to fully and completely provide the service(s) as specified herein. No additional compensation shall be offered or paid.

**BID RESPONSE
BID #17-005/ZG**

**LANDSCAPE INSTALLATION AT VARIOUS LOCATIONS,
TERM CONTRACT**

LOT 1 – WETLAND/LITTORAL PLANTINGS INSTALLATION

Abbreviations: BR – Bare Root; BTD - Booted; CT - Clear Trunk; DBH - Diameter Breast Height; FG - Field Grown; GW - Grey Wood; HGT-Height; M.S. - Multi-stem; OA - Overall; RPG - Root Plus Grower; SPD - Spread; STD - Standard; FTB - Full to Base; Tpl.- Triple Trunk.
All Plant Material needs to conform to Florida Grades and Standards Florida #1.

ITEM NO.	DESCRIPTION	ESTIMATED 12 MONTH QUANTITY	UNIT	UNIT PRICE (INSTALLED)	TOTAL OFFER (INSTALLED)
GROUNDCOVER (BARE ROOT, LINER, 4" PLUG)					
1.	Alligator Flag (Thalia Geniculata) Br (24-30" oa.)	1000	EA	\$ _____	\$ _____
2.	American Lotus (Nelumbo Lutea) Br (12-18" oa.)	500	EA	\$ _____	\$ _____
3.	Arrow Arum (Peltandra Virginica) Br (12-18" oa.)	1000	EA	\$ _____	\$ _____
4.	Arrow Arum (Peltandra Virginica) Liner	1000	EA	\$ _____	\$ _____
5.	Arrowhead (Sagittaria Lancifolia) Br (18-24" oa.)	1000	EA	\$ _____	\$ _____
6.	Bacopa (Bacopa spp) – Br (12-18" oa.)	500	EA	\$ _____	\$ _____
7.	Blue Flag Iris (Iris Virginica) – Br (18" oa.)	1000	EA	\$ _____	\$ _____
8.	Broomsedge (Andropogon) – 4" Plug	1000	EA	\$ _____	\$ _____
9.	Cord Grass (Spartina Bakeri) – Liner	1000	EA	\$ _____	\$ _____
10.	Cord Grass (Spartina Bakeri) – 4" Plug	1000	EA	\$ _____	\$ _____
11.	Duck Potato (Sagittaria Latifolia) Br (18-24" oa.)	1000	EA	\$ _____	\$ _____
12.	Floating Hearts (Nymphoides Aquatic) Br (12-18" oa.)	500	EA	\$ _____	\$ _____
13.	Giant Bullrush (Scirpus Californicus) Br (24-30" oa.)	1000	EA	\$ _____	\$ _____
14.	Muhly Grass (Muehlenbeckia Axillaris) Liner	1000	EA	\$ _____	\$ _____
15.	Pickereel Weed (Pontederia Cordata) Br (18-24" oa.)	1000	EA	\$ _____	\$ _____
16.	Redroot (Lachnanthes Caroliniana) Br (12" oa.)	1000	EA	\$ _____	\$ _____

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued...

FIRM NAME: _____

**BID RESPONSE
 BID #17-005/ZG**

**LANDSCAPE INSTALLATION AT VARIOUS LOCATIONS,
 TERM CONTRACT**

LOT 1 – WETLAND/LITTORAL PLANTINGS INSTALLATION

Abbreviations: BR – Bare Root; BTD - Booted; CT - Clear Trunk; DBH - Diameter Breast Height; FG - Field Grown; GW - Grey Wood; HGT-Height; M.S. - Multi-stem; OA - Overall; RPG - Root Plus Grower; SPD - Spread; STD - Standard; FTB - Full to Base; Tpl.- Triple Trunk.
 All Plant Material needs to conform to Florida Grades and Standards Florida #1.

ITEM NO.	DESCRIPTION	ESTIMATED 12 MONTH QUANTITY	UNIT	UNIT PRICE (INSTALLED)	TOTAL OFFER (INSTALLED)
GROUNDCOVER (BARE ROOT, LINER, 4" PLUG) (Continued)					
17.	Saw Grass (Cladium jamaicense) – Liner	1000	EA	\$ _____	\$ _____
18.	Soft Rush (Juncus Effusus) Br (12-18" oa.)	1000	EA	\$ _____	\$ _____
19.	Soft Stem Bullrush (Scripus Validus) Br (18-24" oa.)	1000	EA	\$ _____	\$ _____
20.	Spatterdock (Nuphar Luteum) Br (12-18" oa.)	1000	EA	\$ _____	\$ _____
21.	Spike Rush (Eleocharis Cellulose) Br (12-18" oa.)	1000	EA	\$ _____	\$ _____
22.	Spike Rush (Eleocharis Interstincta) Br (12-18" oa.)	1000	EA	\$ _____	\$ _____
23.	St Johns Wort (Hypericum spp.) Liner	1000	EA	\$ _____	\$ _____
24.	String Lily (Crinum Americanum) Br (12"oa.)	1000	EA	\$ _____	\$ _____
25.	Swamp Fern (Blechnum Serrulatum) Br (12-18" oa.)	1000	EA	\$ _____	\$ _____
26.	Tape Grass (Vallisneria American) Br (12-18" oa.)	1000	EA	\$ _____	\$ _____
27.	Water Lily (Nymphaea Odorata) Br (12" oa.)	1000	EA	\$ _____	\$ _____
28.	Yellow Canna (Canna Flaccida) Br (18-24" oa.)	1000	EA	\$ _____	\$ _____
29.	Water Lily (Nymphaea Odorata) Br (12" oa.)	1000	EA	\$ _____	\$ _____
PLANT MATERIAL (1-15 GALLON)					
30.	Bald Cypress (Taxodium Distichum) 1 gal. 18-24" oa.	100	EA	\$ _____	\$ _____
31.	Bald Cypress (Taxodium Distichum) 10 gal. 6-8' oa.	100	EA	\$ _____	\$ _____
32.	Bald Cypress (Taxodium Distichum) 3 gal. 3-4' oa.	100	EA	\$ _____	\$ _____
33.	Bald Cypress (Taxodium Distichum) 7 gal. 5-6' oa.	100	EA	\$ _____	\$ _____

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued...

FIRM NAME: _____

**BID RESPONSE
 BID #17-005/ZG**

**LANDSCAPE INSTALLATION AT VARIOUS LOCATIONS,
 TERM CONTRACT**

LOT 1 – WETLAND/LITTORAL PLANTINGS INSTALLATION

Abbreviations: BR – Bare Root; BTD – Booted; CT – Clear Trunk; DBH – Diameter Breast Height; FG – Field Grown; GW – Grey Wood; HGT-Height; M.S. – Multi-stem; OA – Overall; RPG – Root Plus Grower; SPD – Spread; STD – Standard; FTB – Full to Base; Tpl.- Triple Trunk.
 All Plant Material needs to conform to Florida Grades and Standards Florida #1.

ITEM NO.	DESCRIPTION	ESTIMATED 12 MONTH QUANTITY	UNIT	UNIT PRICE (INSTALLED)	TOTAL OFFER (INSTALLED)
PLANT MATERIAL (1-15 GALLON) (Continued)					
34.	Beautyberry (Callicarpa Americana) 3 gal. 24" oa.	100	EA	\$ _____	\$ _____
35.	Blue Flag Iris (Iris virginica) – 1 gal. 15" oa.	100	EA	\$ _____	\$ _____
36.	Button Bush (Cephalanthus Occidentalis) 1 gal. 12-15" oa.	100	EA	\$ _____	\$ _____
37.	Button Bush (Cephalanthus ccidentalis) 3 gal. 18-24" oa.	100	EA	\$ _____	\$ _____
38.	Coontie (Zamia pumila) – 1 gal. 6-12" oa.	100	EA	\$ _____	\$ _____
39.	Coontie (Zamia pumila) – 3 gal. 18" oa.	100	EA	\$ _____	\$ _____
40.	Cord grass (Spartina bakeri) 1 gal. 18" oa.	100	EA	\$ _____	\$ _____
41.	Cord grass (Spartina bakeri) 3 gal. 24-30" oa.	100	EA	\$ _____	\$ _____
42.	Corky Stem Passionflower (Passiflora suberosa) – 1 gal. 12" oa.	100	EA	\$ _____	\$ _____
43.	Corky Stem passionflower (Passiflora Suberosa) – 3 gal. 12-18" oa.	100	EA	\$ _____	\$ _____
44.	Dahoon Holly (Ilex Casine) 10 gal. 6-8" oa.	100	EA	\$ _____	\$ _____
45.	Dahoon Holly (Ilex Casine) – 3 gal. 3-4' oa.	100	EA	\$ _____	\$ _____
46.	Dahoon Holly (Ilex Casine) – 7 gal. 5-6' oa.	100	EA	\$ _____	\$ _____
47.	Dune Mistflower (Ageratum Littorale) 1 gal. 6" oa.	100	EA	\$ _____	\$ _____
48.	Fakahatchee grass (Tripsacum Dactyloides) 1 gal. 24" oa.	100	EA	\$ _____	\$ _____
49.	Fakahatchee grass (Tripsacum Dactyloides) 3 gal. 36" oa.	100	EA	\$ _____	\$ _____
50.	Firebush (Hamelia Patens) 3 gal. 18-24" oa.	100	EA	\$ _____	\$ _____
51.	Florida Red Bay (Persea Borbonia) 1 gal. 24" oa.	100	EA	\$ _____	\$ _____
52.	Florida Red Bay (Persea Borbonia) 3 gal. 36" oa.	100	EA	\$ _____	\$ _____

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued...

FIRM NAME: _____

**BID RESPONSE
BID #17-005/ZG**

**LANDSCAPE INSTALLATION AT VARIOUS LOCATIONS,
TERM CONTRACT**

LOT 1 – WETLAND/LITTORAL PLANTINGS INSTALLATION

Abbreviations: BR – Bare Root; BTD – Booted; CT – Clear Trunk; DBH – Diameter Breast Height; FG – Field Grown; GW – Grey Wood; HGT-Height; M.S. – Multi-stem; OA – Overall; RPG – Root Plus Grower; SPD – Spread; STD – Standard; FTB – Full to Base; Tpl.- Triple Trunk.
All Plant Material needs to conform to Florida Grades and Standards Florida #1.

ITEM NO.	DESCRIPTION	ESTIMATED 12 MONTH QUANTITY	UNIT	UNIT PRICE (INSTALLED)	TOTAL OFFER (INSTALLED)
PLANT MATERIAL (1-15 GALLON) (Continued)					
53.	Florida Gamagrass (Tripsacum Floridanum) 1 gal. 18" oa.	100	EA	\$ _____	\$ _____
54.	Florida Gamagrass (Tripsacum Floridanum) 3 gal. 24" oa.	100	EA	\$ _____	\$ _____
55.	Green Cocoplum (Chrysobalanus Icaco) 1 gal. 12" oa.	100	EA	\$ _____	\$ _____
56.	Green Cocoplum (Chrysobalanus Icaco) 3 gal. 18-24" oa.	100	EA	\$ _____	\$ _____
57.	Horizontal Cocoplum (Chrysobalanus Icaco) 3 gal. 12" oa.	100	EA	\$ _____	\$ _____
58.	Jamaica Caper (Capparis Jamaicensis) 3 gal. 18-24" oa	100	EA	\$ _____	\$ _____
59.	Laurel Oak (Quercus Laurifolia) 15 gal. 8-10' oa.	100	EA	\$ _____	\$ _____
60.	Laurel Oak (Quercus Laurifolia) 1 gal. 3' oa.	100	EA	\$ _____	\$ _____
61.	Laurel Oak (Quercus Laurifolia) 3 gal. 4-5' oa.	100	EA	\$ _____	\$ _____
62.	Leather Fern (Acrostichum Danaeifolium) 3 gal. 18-24" oa.	100	EA	\$ _____	\$ _____
63.	Leather Fern (Acrostichum Danaeifolium) 1 gal. 12" oa.	100	EA	\$ _____	\$ _____
64.	Live Oak (Quercus Virginiana) 1 gal. 3' oa	100	EA	\$ _____	\$ _____
65.	Live Oak (Quercus Virginiana) 3 gal. 4' oa	100	EA	\$ _____	\$ _____
66.	Live Oak (Quercus Virginiana) 7 gal. 5-6' oa	100	EA	\$ _____	\$ _____
67.	Live Oak (Quercus Virginiana) 15 gal. 8-10' oa	100	EA	\$ _____	\$ _____
68.	Muhly Grass (Muehlenbeckia Axillaris) 1 gal. 12" oa.	100	EA	\$ _____	\$ _____
69.	Muhly Grass (Muehlenbeckia Axillaris) 3 gal. 18-24" oa.	100	EA	\$ _____	\$ _____
70.	Myrsine (Myrsine Cubana) 3 gal. 18-24" oa	100	EA	\$ _____	\$ _____
71.	Pond Apple (Annona Glabra) 1 gal. 3' oa.	100	EA	\$ _____	\$ _____

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued...

FIRM NAME: _____

**BID RESPONSE
BID #17-005/ZG**

**LANDSCAPE INSTALLATION AT VARIOUS LOCATIONS,
TERM CONTRACT**

LOT 1 – WETLAND/LITTORAL PLANTINGS INSTALLATION

Abbreviations: BR – Bare Root; BTD - Booted; CT - Clear Trunk; DBH - Diameter Breast Height; FG - Field Grown; GW - Grey Wood; HGT-Height; M.S. - Multi-stem; OA - Overall; RPG - Root Plus Grower; SPD - Spread; STD - Standard; FTB - Full to Base; Tpl.- Triple Trunk.
All Plant Material needs to conform to Florida Grades and Standards Florida #1.

ITEM NO.	DESCRIPTION	ESTIMATED 12 MONTH QUANTITY	UNIT	UNIT PRICE (INSTALLED)	TOTAL OFFER (INSTALLED)
PLANT MATERIAL (1-15 GALLON) (Continued)					
72.	Pond Apple (Annona Glabra) 3 gal. 4' oa.	100	EA	\$ _____	\$ _____
73.	Pond Apple (Annona Glabra) 7 gal. 5-6' oa.	100	EA	\$ _____	\$ _____
74.	Pond Cypress (Taxodium Ascendens) 1 gal. 3' oa	100	EA	\$ _____	\$ _____
75.	Pond Cypress (Taxodium Ascendens) 10 gal. 6-8' oa.	100	EA	\$ _____	\$ _____
76.	Pond Cypress (Taxodium Ascendens) 3 gal. 4' oa	100	EA	\$ _____	\$ _____
77.	Pond Cypress (Taxodium Ascendens) 7 gal. 5-6' oa.	100	EA	\$ _____	\$ _____
78.	Red Maple (Acer Rubrum) – 1 gal. 3' oa.	100	EA	\$ _____	\$ _____
79.	Red Maple (Acer Rubrum) 10 gal. 6-8' oa.	100	EA	\$ _____	\$ _____
80.	Red Maple (Acer Rubrum) – 3 gal. 4' oa.	100	EA	\$ _____	\$ _____
81.	Red Maple (Acer Rubrum) – 7 gal. 5-6' oa.	100	EA	\$ _____	\$ _____
82.	Redtip Cocoplum (Chrysobalanus Icaco) 1 gal. 12" oa.	100	EA	\$ _____	\$ _____
83.	Redtip Cocoplum (Chrysobalanus Icaco) 3 gal. 18-24" oa.	100	EA	\$ _____	\$ _____
84.	Saw Grass (Cladium Jamaicense) 1 gal. 12" oa.	100	EA	\$ _____	\$ _____
85.	Saw Palmetto (Serenoa Repans) 10 gal. 30-36" oa.	100	EA	\$ _____	\$ _____
86.	Saw Palmetto (Serenoa Repens) 1 gal. 6-10" oa.	100	EA	\$ _____	\$ _____
87.	Saw Palmetto (Serenoa Repens) 3 gal. 10-15" oa.	100	EA	\$ _____	\$ _____

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued...

FIRM NAME: _____

**BID RESPONSE
 BID #17-005/ZG**

**LANDSCAPE INSTALLATION AT VARIOUS LOCATIONS,
 TERM CONTRACT**

LOT 1 – WETLAND/LITTORAL PLANTINGS INSTALLATION

Abbreviations: BR – Bare Root; BTD - Booted; CT - Clear Trunk; DBH - Diameter Breast Height; FG - Field Grown; GW - Grey Wood; HGT-Height; M.S. - Multi-stem; OA - Overall; RPG - Root Plus Grower; SPD - Spread; STD - Standard; FTB - Full to Base; Tpl.- Triple Trunk.
 All Plant Material needs to conform to Florida Grades and Standards Florida #1.

ITEM NO.	DESCRIPTION	ESTIMATED 12 MONTH QUANTITY	UNIT	UNIT PRICE (INSTALLED)	TOTAL OFFER (INSTALLED)
PLANT MATERIAL (1-15 GALLON) (Continued)					
88.	Saw Palmetto (Serenoa Repens) 7 gal. 24" oa.	100	EA	\$ _____	\$ _____
89.	Seagrape (Coccoloba Uvifera) 3 gal. 24-30" oa.	100	EA	\$ _____	\$ _____
90.	St. Johns Wart (Hypericum spp.) 1 gal. 6-10" oa.	100	EA	\$ _____	\$ _____
91.	String Lily (Crinum Americanum) 1 gal. 18" oa.	100	EA	\$ _____	\$ _____
92.	Sunshine Mimosa (Mimosa Strigillosa) 1 gal. 4-6" oa.	100	EA	\$ _____	\$ _____
93.	Swamp Bay (Persea Palustris) 1 gal. 3' oa.	100	EA	\$ _____	\$ _____
94.	Swamp Bay (Persea Palustris) 3 gal. 4' oa.	100	EA	\$ _____	\$ _____
95.	Swamp Fern (Blechnum Serrulatum) 1 gal. 12-18" oa.	100	EA	\$ _____	\$ _____
96.	Sweet Bay (Magnolia Virginiana) 1 gal. 3' oa.	100	EA	\$ _____	\$ _____
97.	Sweet Bay (Magnolia Virginiana) 3 gal. 4' oa.	100	EA	\$ _____	\$ _____
98.	Tropical Sage (Savilia Cocconeae) 1 gal. 6-10" oa.	100	EA	\$ _____	\$ _____
99.	Wax Myrtle (Myrica Cerifera) 1 gal. 12" oa.	100	EA	\$ _____	\$ _____
100.	Wax Myrtle (Myrica Cerifera) 10 gal. 4' oa.	100	EA	\$ _____	\$ _____
101.	Wax Myrtle (Myrica Cerifera) 3 gal. 30" oa.	100	EA	\$ _____	\$ _____
102.	White Indigo Berry (Randia Aculeata) 3 gal. 15-18"	100	EA	\$ _____	\$ _____
103.	Wild Coffee (Psychotria Nervosa) 1 gal. 12" oa.	100	EA	\$ _____	\$ _____
104.	Wild Coffee (Psychotria Nervosa) 3 gal. 24" oa.	100	EA	\$ _____	\$ _____
105.	Yaupon Holly (Ilex Vomitoria) 3 gal. 12" oa.	100	EA	\$ _____	\$ _____
TOTAL OFFER LOT #1 (Items 1 – 105)					\$ _____

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued...

FIRM NAME: _____

**BID RESPONSE
 BID #17-005/ZG**

**LANDSCAPE INSTALLATION AT VARIOUS LOCATIONS,
 TERM CONTRACT**

LOT 2 – LANDSCAPE PLANT MATERIAL INSTALLATION

Abbreviations: BR – Bare Root; BTD - Booted; CT - Clear Trunk; DBH - Diameter Breast Height; FG - Field Grown; GW - Grey Wood; HGT-Height; M.S. - Multi-stem; OA - Overall; RPG - Root Plus Grower; SPD - Spread; STD - Standard; FTB - Full to Base; Tpl.- Triple Trunk.
 All Plant Material needs to conform to Florida Grades and Standards Florida #1.

ITEM NO.	DESCRIPTION	ESTIMATED 12 MONTH QUANTITY	UNIT	UNIT PRICE (INSTALLED)	TOTAL OFFER (INSTALLED)
BARE ROOT (1 – 45 GALLON)					
1.	Agave (Agave Attenuate) 10 gal. - 24-30" oa.	50	EA	\$ _____	\$ _____
2.	Arboricola (Schefflera Arboricola) 10 gal. - 4' oa.	100	EA	\$ _____	\$ _____
3.	Arboricola (Schefflera Arboricola) 7 gal. - 36" oa.	100	EA	\$ _____	\$ _____
4.	Arboricola Trinette (Arboricola spp.) 3 gal. - 18-24" oa.	200	EA	\$ _____	\$ _____
5.	Arboricola Trinette (Arboricola spp.) 7 gal. - 36" oa.	200	EA	\$ _____	\$ _____
6.	Asiatic Jasmine (Trachelospermum Asiaticum) 1 gal. - 12" spd.	100	EA	\$ _____	\$ _____
7.	Auntie Lou (Cordyline Fruticosa) 7 gal. - 36" oa.	100	EA	\$ _____	\$ _____
8.	Bahama Cassia (Senna Mexicana Chapmanii) 7 gal. - 24-30" oa.	100	EA	\$ _____	\$ _____
9.	Bahama Dwarf Coffee (Psychotria Ligustrifolia) – 3 gal. 18-24" oa.	100	EA	\$ _____	\$ _____
10.	Beautyberry (Callicarpa Americana) 3 gal. - 24" oa.	100	EA	\$ _____	\$ _____
11.	Black Magic (Cordyline Fruticosa) 7 gal. - 36" oa.	100	EA	\$ _____	\$ _____
12.	Blanket Flower (Gaillardia Pulchella) 1 gal. - 12" spd.	100	EA	\$ _____	\$ _____
13.	Blueberry Flax (Dianella Tasmanica) 1 gal. - 12" oa.	100	EA	\$ _____	\$ _____
14.	Bougainvillea (Bougainvillea spp.) 10 gal. trellis	100	EA	\$ _____	\$ _____
15.	Bougainvillea (Bougainvillea spp.) 3 gal. - 18" oa.	100	EA	\$ _____	\$ _____
16.	Bougainvillea (Bougainvillea spp.) 7 gal. Trellis	100	EA	\$ _____	\$ _____
17.	Bromeliad Species (Alcantarea Odorata) 15 gal. - 18" oa.	50	EA	\$ _____	\$ _____
18.	Confederate Jasmine (Trachelospermum Jasminoides) 7 gal. Trellis	100	EA	\$ _____	\$ _____

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued...

FIRM NAME: _____

**BID RESPONSE
 BID #17-005/ZG**

**LANDSCAPE INSTALLATION AT VARIOUS LOCATIONS,
 TERM CONTRACT**

LOT 2 – LANDSCAPE PLANT MATERIAL INSTALLATION

Abbreviations: BR – Bare Root; BTB - Booted; CT - Clear Trunk; DBH - Diameter Breast Height; FG - Field Grown; GW - Grey Wood; HGT-Height; M.S. - Multi-stem; OA - Overall; RPG - Root Plus Grower; SPD - Spread; STD - Standard; FTB - Full to Base; Tpl.- Triple Trunk.
 All Plant Material needs to conform to Florida Grades and Standards Florida #1.

ITEM NO.	DESCRIPTION	ESTIMATED 12 MONTH QUANTITY	UNIT	UNIT PRICE (INSTALLED)	TOTAL OFFER (INSTALLED)
BARE ROOT (1 – 45 GALLON) (Continued)					
19.	Coontie (Zamia Pumila) 1 gal. 10" oa.	100	EA	\$ _____	\$ _____
20.	Coontie (Zamia Pumila) 3 gal. 15-18" oa.	100	EA	\$ _____	\$ _____
21.	Coontie (Zamia Pumila) 7 gal. 24-30" oa.	100	EA	\$ _____	\$ _____
22.	Copper Leaf Variety (Acalypha Wilkesiana) 3 gal. 24-30" oa.	100	EA	\$ _____	\$ _____
23.	Cord Grass (Spartina Bakeri) 1 gal. 15" oa.	200	EA	\$ _____	\$ _____
24.	Cord Grass (Spartina Bakeri) 3 gal. 30" oa.	200	EA	\$ _____	\$ _____
25.	Crinum Lily (Crinum spp.) 15 gal. 4' oa.	100	EA	\$ _____	\$ _____
26.	Croton (Croton spp.) 3 gal. 15-18" oa.	100	EA	\$ _____	\$ _____
27.	Crown of Thorns (Euphorbia Milii) 1 gal. 10" oa.	100	EA	\$ _____	\$ _____
28.	Dahoon Holly – (Ilex Cassine) 15 gal. 5-6' oa.	100	EA	\$ _____	\$ _____
29.	Dahoon Holly – (Ilex Cassine) 7 gal. 3-4' oa.	100	EA	\$ _____	\$ _____
30.	Desert Candles (Bulbine Frutescens) 1 gal. 12" oa.	100	EA	\$ _____	\$ _____
31.	Dwarf Fakahatchee Grass (Tripsacum Floridanum) 1 gal. 15" oa.	200	EA	\$ _____	\$ _____
32.	Dwarf Fakahatchee Grass (Tripsacum Floridanum) 3 gal. 24" oa.	200	EA	\$ _____	\$ _____
33.	Dwarf Firebush (Hamelia Nodosa) 3 gal. 18-24" oa.	100	EA	\$ _____	\$ _____
34.	Dwarf Oleander – (Nerium Oleander) 3 gal. 24" oa.	100	EA	\$ _____	\$ _____
35.	Fakahatchee Grass (Tripsacum Dactyloides) 1 gal. 15-18" oa.	200	EA	\$ _____	\$ _____
36.	Fakahatchee Grass (Tripsacum Dactyloides) 3 gal. 36" oa.	200	EA	\$ _____	\$ _____
37.	False Agave "Variegata" (Furcraea Foetida) 7 gal. 24-30" oa.	50	EA	\$ _____	\$ _____

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued...

FIRM NAME: _____

**BID RESPONSE
 BID #17-005/ZG**

**LANDSCAPE INSTALLATION AT VARIOUS LOCATIONS,
 TERM CONTRACT**

LOT 2 – LANDSCAPE PLANT MATERIAL INSTALLATION

Abbreviations: BR – Bare Root; BTD - Booted; CT - Clear Trunk; DBH - Diameter Breast Height; FG - Field Grown; GW - Grey Wood; HGT-Height; M.S. - Multi-stem; OA - Overall; RPG - Root Plus Grower; SPD - Spread; STD - Standard; FTB - Full to Base; Tpl.- Triple Trunk.
 All Plant Material needs to conform to Florida Grades and Standards Florida #1.

ITEM NO.	DESCRIPTION	ESTIMATED 12 MONTH QUANTITY	UNIT	UNIT PRICE (INSTALLED)	TOTAL OFFER (INSTALLED)
BARE ROOT (1 – 45 GALLON) (Continued)					
38.	Fountain Grass (Pennisetum Setaceum) 3 gal. 24" oa.	50	EA	\$ _____	\$ _____
39.	Gold Mound (Duranta Erecta) 3 gal. 15" oa.	100	EA	\$ _____	\$ _____
40.	Golden Shrimp Plant (Justicia Brandegeana) 3 gal. 15" oa.	50	EA	\$ _____	\$ _____
41.	Green Buttonwood (Conocarpus Erectus) 3 gal. 24" oa.	100	EA	\$ _____	\$ _____
42.	Green Buttonwood (Conocarpus Erectus) 7 gal. 36" oa.	100	EA	\$ _____	\$ _____
43.	Green Buttonwood (Conocarpus Erectus) 15 gal. 4-5' oa.	100	EA	\$ _____	\$ _____
44.	Green Island Ficus (Ficus Microcarpa) 3 gal. 12" spd.	100	EA	\$ _____	\$ _____
45.	Hibiscus (Hibiscus spp) 3 gal. 24-30" oa.	100	EA	\$ _____	\$ _____
46.	Horizontal Coccoplum (Chrysobalanus Icaco) 3 gal. 15-18" spd.	100	EA	\$ _____	\$ _____
47.	Imperial Bromeliad (Alcantarea Imperialis) 15 gal. 18" oa.	50	EA	\$ _____	\$ _____
48.	Indian Hawthorne (Rapholepis Indica) 3 gal. 15" oa.	100	EA	\$ _____	\$ _____
49.	Ixora (Ixora spp.) 3 gal. 24" oa.	100	EA	\$ _____	\$ _____
50.	Ixora Maui – (Ixora spp.) 3 gal. 18" oa.	100	EA	\$ _____	\$ _____
51.	Jamacia Caper (Capparis Cynophallophora) 3 gal. 18-24" oa.	100	EA	\$ _____	\$ _____
52.	Jamaica Croton (Graptophyllum Pictum) 3 gal. 24-30" oa.	100	EA	\$ _____	\$ _____
53.	Japanese Holly (Ilex Cornuta (Dwarf Buford) 3 gal. 24" oa.	100	EA	\$ _____	\$ _____
54.	Jatropha (Jatropha Integerrima) 3 gal. 24" oa.	100	EA	\$ _____	\$ _____
55.	King's Mantle (Thunbergia Erecta) 3 gal. 24" oa.	100	EA	\$ _____	\$ _____
56.	Lantana (Lantana spp.) 1 gal. 15" spd.	100	EA	\$ _____	\$ _____

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued...

FIRM NAME: _____

**BID RESPONSE
 BID #17-005/ZG**

**LANDSCAPE INSTALLATION AT VARIOUS LOCATIONS,
 TERM CONTRACT**

LOT 2 – LANDSCAPE PLANT MATERIAL INSTALLATION

Abbreviations: BR – Bare Root; BTD - Booted; CT - Clear Trunk; DBH - Diameter Breast Height; FG - Field Grown; GW - Grey Wood; HGT-Height; M.S. - Multi-stem; OA - Overall; RPG - Root Plus Grower; SPD - Spread; STD - Standard; FTB - Full to Base; Tpl.- Triple Trunk.
 All Plant Material needs to conform to Florida Grades and Standards Florida #1.

ITEM NO.	DESCRIPTION	ESTIMATED 12 MONTH QUANTITY	UNIT	UNIT PRICE (INSTALLED)	TOTAL OFFER (INSTALLED)
BARE ROOT (1 – 45 GALLON) (Continued)					
57.	Liriope Super Blue (Liriope Muscari) 1 gal. 12" oa.	500	EA	\$ _____	\$ _____
58.	Mirror Leaf Viburnum (Viburnum Awabuki) 7 gal. 36" oa.	100	EA	\$ _____	\$ _____
59.	Mondo Grass (Ophiopogon Japonicas) 1 gal. 6" oa.	100	EA	\$ _____	\$ _____
60.	Mulhy Grass (Muhlenbergia Capillaries) 3 gal. 18" oa.	100	EA	\$ _____	\$ _____
61.	Myrsine (Rapanea Punctata) 3 gal. 18-24" oa.	100	EA	\$ _____	\$ _____
62.	Myrsine (Rapanea Punctate) 7 gal. 36" oa.	100	EA	\$ _____	\$ _____
63.	Native Blue Porterweed (Stachytarpheta Jamaicensis) 3 gal. 18" oa.	100	EA	\$ _____	\$ _____
64.	Native Firebush (Hamelia Patens) 3 gal. 24" oa.	100	EA	\$ _____	\$ _____
65.	Native Sword Fern (Nephrolepsis) 1 gal. 12" oa.	100	EA	\$ _____	\$ _____
66.	Panama Rose (Rondeletia Leucophylla) 3 gal. 24" oa.	100	EA	\$ _____	\$ _____
67.	Parson's Juniper (Juniperus Chinensis) 1 gal. 10" spd.	100	EA	\$ _____	\$ _____
68.	Parson's Juniper (Juniperus Chinensis) 3 gal. 18" spd.	100	EA	\$ _____	\$ _____
69.	Pentas (Pentas Lanceolate) 4.5 – 6" cont. 8-10" oa.	100	EA	\$ _____	\$ _____
70.	Perennials 4.5 – 6" cont. 8-10" oa.	100	EA	\$ _____	\$ _____
71.	Pinwheel Jasmine (Tabernamontana) 3 gal. 18-24" oa.	100	EA	\$ _____	\$ _____
72.	Plumbago (Plumbago spp.) 3 gal. 24" oa.	100	EA	\$ _____	\$ _____
73.	Podocarpus (Podocarpus spp) 3 gal. 24" oa.	100	EA	\$ _____	\$ _____

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued...

FIRM NAME: _____

**BID RESPONSE
 BID #17-005/ZG**

**LANDSCAPE INSTALLATION AT VARIOUS LOCATIONS,
 TERM CONTRACT**

LOT 2 – LANDSCAPE PLANT MATERIAL INSTALLATION

Abbreviations: BR – Bare Root; BTD - Booted; CT - Clear Trunk; DBH - Diameter Breast Height; FG - Field Grown; GW - Grey Wood; HGT-Height; M.S. - Multi-stem; OA - Overall; RPG - Root Plus Grower; SPD - Spread; STD - Standard; FTB - Full to Base; Tpl.- Triple Trunk.
 All Plant Material needs to conform to Florida Grades and Standards Florida #1.

ITEM NO.	DESCRIPTION	ESTIMATED 12 MONTH QUANTITY	UNIT	UNIT PRICE (INSTALLED)	TOTAL OFFER (INSTALLED)
BARE ROOT (1 – 45 GALLON) (Continued)					
74.	Podocarpus (Podocarpus spp.) 15 gal 5-6' oa.	100	EA	\$ _____	\$ _____
75.	Podocarpus (Podocarpus spp.) 25 gal. 7-8' oa.	100	EA	\$ _____	\$ _____
76.	Podocarpus (Podocarpus spp.) 7 gal. 36" oa.	100	EA	\$ _____	\$ _____
77.	Pringles (Podocarpus Macrophyllus) 3 gal 15" oa.	100	EA	\$ _____	\$ _____
78.	Red Tip Coccothymus (Chrysobalanus Icaco) 3 gal 18-24" oa.	500	EA	\$ _____	\$ _____
79.	Red/White Stoppers (Eugenia Rhombea) 3 gal. 24" oa.	100	EA	\$ _____	\$ _____
80.	Red/White Stoppers (Eugenia Rhombea) 7 gal 36" oa.	100	EA	\$ _____	\$ _____
81.	Saw Palmetto (Serenoa Repens) 15 gal 24" oa.	100	EA	\$ _____	\$ _____
82.	Saw Palmetto (Serenoa Repens) 3 gal 10" oa.	100	EA	\$ _____	\$ _____
83.	Saw Palmetto (Serenoa Repens) 7 gal 15-18" oa.	100	EA	\$ _____	\$ _____
84.	Seagrape (Coccoloba Uvifera) 15 gal 5' oa.	100	EA	\$ _____	\$ _____
85.	Seagrape (Coccoloba Uvifera) 3 gal 24-30" oa.	100	EA	\$ _____	\$ _____
86.	Seagrape (Coccoloba Uvifera) 7 gal 36-48" oa.	100	EA	\$ _____	\$ _____
87.	Silver Buttonwood (Conocarpus Erectus Sericeus) 25 gal. 6-8' oa.	100	EA	\$ _____	\$ _____
88.	Silver Buttonwood (Conocarpus Erectus Sericeus) 3 gal. 24" oa.	100	EA	\$ _____	\$ _____
89.	Silver Buttonwood (Conocarpus Erectus Sericeus) 7 gal. 36" oa.	100	EA	\$ _____	\$ _____
90.	Silver Palmetto (Serenoa Repens) 15 gal. 24" oa.	100	EA	\$ _____	\$ _____
91.	Silver Palmetto (Serenoa Repens) 3 gal. 10" oa.	100	EA	\$ _____	\$ _____

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued...

FIRM NAME: _____

**BID RESPONSE
BID #17-005/ZG**

**LANDSCAPE INSTALLATION AT VARIOUS LOCATIONS,
TERM CONTRACT**

LOT 2 – LANDSCAPE PLANT MATERIAL INSTALLATION

Abbreviations: BR – Bare Root; BTD - Booted; CT - Clear Trunk; DBH - Diameter Breast Height; FG - Field Grown; GW - Grey Wood; HGT-Height; M.S. - Multi-stem; OA - Overall; RPG - Root Plus Grower; SPD - Spread; STD - Standard; FTB - Full to Base; Tpl.- Triple Trunk.
All Plant Material needs to conform to Florida Grades and Standards Florida #1.

ITEM NO.	DESCRIPTION	ESTIMATED 12 MONTH QUANTITY	UNIT	UNIT PRICE (INSTALLED)	TOTAL OFFER (INSTALLED)
BARE ROOT (1 – 45 GALLON) (Continued)					
92.	Silver Palmetto (Serenoa Repens) 7 gal. 15-18" oa.	100	EA	\$ _____	\$ _____
93.	Simpson Stopper (Myrciathes Fragrans) 3 gal. 24" oa.	200	EA	\$ _____	\$ _____
94.	Simpson Stopper (Myrciathes Fragrans) 7 gal. 36" oa.	100	EA	\$ _____	\$ _____
95.	Society Garlic (Tulbaghia Violacea) 1 gal. 12" oa.	100	EA	\$ _____	\$ _____
96.	Southern Red Cedar (Juniperus Virginiana Silicola) 15 gal. 4-5' oa.	100	EA	\$ _____	\$ _____
97.	Southern Red Cedar (Juniperus Virginiana Silicola) 30 gal. 6-8' oa.	100	EA	\$ _____	\$ _____
98.	Southern Red Cedar (Juniperus Virginiana Silicola) 7 gal. 36" oa.	100	EA	\$ _____	\$ _____
99.	Sweet Viburnum (Viburnum Odoratissimum) 3 gal. 24" oa.	100	EA	\$ _____	\$ _____
100.	Sweet Viburnum (Viburnum Odoratissimum) 7 gal. 36" oa.	100	EA	\$ _____	\$ _____
101.	Thryallis (Galphimia Gracillis) 3 gal. 24" oa.	100	EA	\$ _____	\$ _____
102.	Variegated Pittosporum (Pittosporum Tobira "Variegatum") 3 gal. 18-24" oa.	100	EA	\$ _____	\$ _____
103.	Viburnum Suspensum (Sandankwa Viburnum) 3 gal. 24" oa.	100	EA	\$ _____	\$ _____
104.	Wax Jasmine (Jasminum Volubile) 3 gal. 18" oa.	100	EA	\$ _____	\$ _____
105.	Wax Myrtle (Myrica Cerifera) 10 gal. 4-5' oa.	100	EA	\$ _____	\$ _____
106.	Wax Myrtle (Myrica Cerifera) 3 gal. 24-30" oa.	100	EA	\$ _____	\$ _____
107.	White African Iris (Dietes Iridioides) 1 gal. 15-18" oa.	100	EA	\$ _____	\$ _____
108.	White Indigo Berry (Randia Aculeata) 3 gal. 15-18"	100	EA	\$ _____	\$ _____
109.	Wild Coffee (Psychotria Nervosa) 3 gal. 18-24" oa.	100	EA	\$ _____	\$ _____
110.	Xanadu (Philodendron spp.) 3gal. 18" oa.	50	EA	\$ _____	\$ _____

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued...

FIRM NAME: _____

**BID RESPONSE
BID #17-005/ZG**

**LANDSCAPE INSTALLATION AT VARIOUS LOCATIONS,
TERM CONTRACT**

LOT 2 – LANDSCAPE PLANT MATERIAL INSTALLATION

Abbreviations: BR – Bare Root; BTD - Booted; CT - Clear Trunk; DBH - Diameter Breast Height; FG - Field Grown; GW - Grey Wood; HGT-Height; M.S. - Multi-stem; OA - Overall; RPG - Root Plus Grower; SPD - Spread; STD - Standard; FTB - Full to Base; Tpl.- Triple Trunk.
All Plant Material needs to conform to Florida Grades and Standards Florida #1.

ITEM NO.	DESCRIPTION	ESTIMATED 12 MONTH QUANTITY	UNIT	UNIT PRICE (INSTALLED)	TOTAL OFFER (INSTALLED)
BARE ROOT (1 – 45 GALLON) (Continued)					
111.	Yaupon Holly (Ilex Vomitoria) 3 gal. 12" oa.	100	EA	\$ _____	\$ _____
PALMS					
112.	Alexander Palm – (Ptychosperma Elegans) FG. – 12-14' oa. Dbl. Stem	20	EA	\$ _____	\$ _____
113.	Alexander Palm – (Ptychosperma Elegans) FG. – 12-14' oa. Sgl. Stem	20	EA	\$ _____	\$ _____
114.	Alexander Palm – (Ptychosperma Elegans) FG. – 12-14' oa. Tpl. Stem	20	EA	\$ _____	\$ _____
115.	Areca Palm – (Dypsis Lutescens) FG – 12-14' oa. MS.	20	EA	\$ _____	\$ _____
116.	Areca Palm – (Dypsis Lutescens) FG – 8-10' oa. MS.	20	EA	\$ _____	\$ _____
117.	Bismarck Palm- (Bismarckia Nobilis) FG – 12' oa	20	EA	\$ _____	\$ _____
118.	Bismarck Palm – (Bismarckia Nobilis) FG. – 16' oa.	20	EA	\$ _____	\$ _____
119.	Bottle Palm – Hyophorbe Lagenicaulis 45 gal, 6' oa.	20	EA	\$ _____	\$ _____
120.	Bottle Palm – Hyophorbe Lagenicaulis FG – 6-10' oa.	20	EA	\$ _____	\$ _____
121.	Canary Island Date – (Phoenix Canariensis) – FG- 10-12'ct.	20	EA	\$ _____	\$ _____
122.	Canary Island Date – (Phoenix Canariensis) – FG- 12-14'ct.	20	EA	\$ _____	\$ _____
123.	Carpentaria Palm – (Carpentaria Acuminate) – FG – Dbl.-12-14' oa.	20	EA	\$ _____	\$ _____
124.	Carpentaria Palm – (Carpentaria Acuminate) – FG – Sgl. -12-14' oa.	20	EA	\$ _____	\$ _____
125.	Carpentaria Palm – (Carpentaria Acuminate) – FG – Tpl. -12-14' oa.	20	EA	\$ _____	\$ _____
126.	Cat Palm – (Chamaedora Cataractarum) 15 gal. 5' oa.	20	EA	\$ _____	\$ _____
127.	Christmas Palm – Adonidia Merrillii FG – 12-14' oa –Dbl.	20	EA	\$ _____	\$ _____

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued...

FIRM NAME: _____

**BID RESPONSE
 BID #17-005/ZG**

**LANDSCAPE INSTALLATION AT VARIOUS LOCATIONS,
 TERM CONTRACT**

LOT 2 – LANDSCAPE PLANT MATERIAL INSTALLATION

Abbreviations: BR – Bare Root; BTD - Booted; CT - Clear Trunk; DBH - Diameter Breast Height; FG - Field Grown; GW - Grey Wood; HGT-Height; M.S. - Multi-stem; OA - Overall; RPG - Root Plus Grower; SPD - Spread; STD - Standard; FTB - Full to Base; Tpl.- Triple Trunk.
 All Plant Material needs to conform to Florida Grades and Standards Florida #1.

ITEM NO.	DESCRIPTION	ESTIMATED 12 MONTH QUANTITY	UNIT	UNIT PRICE (INSTALLED)	TOTAL OFFER (INSTALLED)
PALMS (Continued)					
128.	Christmas Palm – Adonidia Merrillii FG – 12-14' oa –Sgl.	20	EA	\$ _____	\$ _____
129.	Christmas Palm – Adonidia Merrillii FG – 12-14' oa.- Tpl	20	EA	\$ _____	\$ _____
130.	Cuban Royal Palm – Roystonea Regia FG – 6' GW	20	EA	\$ _____	\$ _____
131.	Cuban Royal Palm – Roystonea Regia FG – 8' GW	20	EA	\$ _____	\$ _____
132.	Cuban Royal Palm – Roystonea Regia FG – 10' GW	20	EA	\$ _____	\$ _____
133.	Cuban Royal Palm – Roystonea Regia FG – 12' GW	20	EA	\$ _____	\$ _____
134.	Cuban Royal Palm – Roystonea Regia FG – 14' GW	20	EA	\$ _____	\$ _____
135.	Cuban Royal Palm – Roystonea Regia FG – 16' GW	20	EA	\$ _____	\$ _____
136.	Cuban Royal Palm – Roystonea Regia FG – 18' GW	20	EA	\$ _____	\$ _____
137.	Cuban Royal Palm – Roystonea Regia FG – 20" GW	20	EA	\$ _____	\$ _____
138.	Cuban Royal Palm – Roystonea Regia FG – 22' GW	20	EA	\$ _____	\$ _____
139.	Cuban Royal Palm – Roystonea Regia FG – 24' GW	20	EA	\$ _____	\$ _____
140.	European Fan Palm – (Chamaerops Humilis) – 25 gal. 5' oa.	20	EA	\$ _____	\$ _____
141.	Fishtail Palm – (Caryota Mitis) FG – 12-14' oa. M.S.	20	EA	\$ _____	\$ _____
142.	Florida Thatch Palm – Thrinax Radiate 25 gal – 6' oa.	20	EA	\$ _____	\$ _____
143.	Florida Thatch Palm – Thrinax Radiate FG – 10-14' oa.	20	EA	\$ _____	\$ _____
144.	Florida Thatch Palm – Thrinax Radiate FG – 6-8' oa.	20	EA	\$ _____	\$ _____
145.	Florida Thatch Palm – Thrinax Radiate FG – 8-10' oa.	20	EA	\$ _____	\$ _____
146.	Foxtail Palm – (Wodyetia Bifurcate) FG – 16' oa. Dbl.	20	EA	\$ _____	\$ _____
147.	Foxtail Palm – (Wodyetia Bifurcate) FG – 16' oa. Sgl.	20	EA	\$ _____	\$ _____

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued...

FIRM NAME: _____

**BID RESPONSE
BID #17-005/ZG**

**LANDSCAPE INSTALLATION AT VARIOUS LOCATIONS,
TERM CONTRACT**

LOT 2 – LANDSCAPE PLANT MATERIAL INSTALLATION

Abbreviations: BR – Bare Root; BTD – Booted; CT – Clear Trunk; DBH – Diameter Breast Height; FG – Field Grown; GW – Grey Wood; HGT-Height; M.S. – Multi-stem; OA – Overall; RPG – Root Plus Grower; SPD – Spread; STD – Standard; FTB – Full to Base; Tpl.- Triple Trunk.
All Plant Material needs to conform to Florida Grades and Standards Florida #1.

ITEM NO.	DESCRIPTION	ESTIMATED 12 MONTH QUANTITY	UNIT	UNIT PRICE (INSTALLED)	TOTAL OFFER (INSTALLED)
PALMS (Continued)					
148.	Foxtail Palm – (Wodyetia Bifurcate) FG – 16' oa. Tpl.	20	EA	\$ _____	\$ _____
149.	Green Malayan Coconut Palm – (Cocos Nucifera) – FG – 20' oa. 5' gw.	20	EA	\$ _____	\$ _____
150.	Green Malayan Coconut Palm – (Cocos Nucifera) – FG – 24' oa. 6' gw.	20	EA	\$ _____	\$ _____
151.	Green Malayan Coconut Palm – (Cocos Nucifera) – FG – 28' oa. 8' gw.	20	EA	\$ _____	\$ _____
152.	Green Malayan Coconut Palm – (Cocos Nucifera) – FG – 32' oa. 10' gw.	20	EA	\$ _____	\$ _____
153.	Key Thatch Palm – Leucothrinax Morrisii) FG. – 6-9' oa. Dbl. Stem	20	EA	\$ _____	\$ _____
154.	Key Thatch Palm – Leucothrinax Morrisii) FG. – 6-9' oa. Sgl. Stem	20	EA	\$ _____	\$ _____
155.	Key Thatch Palm – Leucothrinax Morrisii) FG. – 6-9' oa. Tpl. Stem	20	EA	\$ _____	\$ _____
156.	Maypan Coconut Palm – (Cocos Nucifera) FG – 20' oa. 5' gw.	20	EA	\$ _____	\$ _____
157.	Maypan Coconut Palm – (Cocos Nucifera) FG – 24' oa. 6' gw.	20	EA	\$ _____	\$ _____
158.	Maypan Coconut Palm – (Cocos Nucifera) FG – 28' oa. 8' gw.	20	EA	\$ _____	\$ _____
159.	Maypan Coconut Palm – (Cocos Nucifera) FG – 32' oa. 10' gw.	20	EA	\$ _____	\$ _____
160.	Medjool Palm – (Phoenix Dactylifera) FG – 10' Clear Trunk	20	EA	\$ _____	\$ _____
161.	Medjool Palm – (Phoenix Dactylifera) FG – 12' Clear Trunk	20	EA	\$ _____	\$ _____
162.	Medjool Palm – (Phoenix Dactylifera) FG – 14' Clear Trunk	20	EA	\$ _____	\$ _____
163.	Montgomery Palm – (Veitchia Montgomeryana) – FG – 10-16' oa. Dbl.	20	EA	\$ _____	\$ _____
164.	Montgomery Palm – (Veitchia Montgomeryana) – FG – 10-16' oa. Sgl.	20	EA	\$ _____	\$ _____

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued...

FIRM NAME: _____

**BID RESPONSE
 BID #17-005/ZG**

**LANDSCAPE INSTALLATION AT VARIOUS LOCATIONS,
 TERM CONTRACT**

LOT 2 – LANDSCAPE PLANT MATERIAL INSTALLATION

Abbreviations: BR – Bare Root; BTD – Booted; CT – Clear Trunk; DBH – Diameter Breast Height; FG – Field Grown; GW – Grey Wood; HGT-Height; M.S. – Multi-stem; OA – Overall; RPG – Root Plus Grower; SPD – Spread; STD – Standard; FTB – Full to Base; Tpl.- Triple Trunk.
 All Plant Material needs to conform to Florida Grades and Standards Florida #1.

ITEM NO.	DESCRIPTION	ESTIMATED 12 MONTH QUANTITY	UNIT	UNIT PRICE (INSTALLED)	TOTAL OFFER (INSTALLED)
PALMS (Continued)					
165.	Montgomery Palm – (Veitchia Montomeryana) – FG – 10-16' oa. Tpl	20	EA	\$ _____	\$ _____
166.	Paurotis Palm – (Acoelorrhaphe Wrightii) FG – 12' oa. MS.	20	EA	\$ _____	\$ _____
167.	Paurotis Palm – (Acoelorrhaphe Wrightii) FG – 18' oa. MS.	20	EA	\$ _____	\$ _____
168.	Pygmy Date Palm – (Phoenix Roebelenii) FG. - 4' oa. Dbl. Stem	20	EA	\$ _____	\$ _____
169.	Pygmy Date Palm – (Phoenix Roebelenii) FG. - 4' oa. Sgl. Stem	20	EA	\$ _____	\$ _____
170.	Pygmy Date Palm – (Phoenix Roebelenii) FG. - 4' oa. Tpl. Stem	20	EA	\$ _____	\$ _____
171.	Pygmy Date Palm – (Phoenix Roebelenii) FG. - 6' oa. Dbl. Stem	20	EA	\$ _____	\$ _____
172.	Pygmy Date Palm – (Phoenix Roebelenii) FG. - 6' oa. Sgl. Stem	20	EA	\$ _____	\$ _____
173.	Pygmy Date Palm – (Phoenix Roebelenii) FG. - 6' oa. Tpl. Stem	20	EA	\$ _____	\$ _____
174.	Pygmy Date Palm – (Phoenix Roebelenii) FG. - 8' oa. Dbl. Stem	20	EA	\$ _____	\$ _____
175.	Pygmy Date Palm – (Phoenix Roebelenii) FG. - 8' oa. Sgl. Stem	20	EA	\$ _____	\$ _____
176.	Pygmy Date Palm – (Phoenix Roebelenii) FG. - 8' oa. Tpl. Stem	20	EA	\$ _____	\$ _____
177.	Queen Palm – (Syagrus Romanzoffiana) FG. – 8-10' CT.	20	EA	\$ _____	\$ _____
178.	Queen Palm – (Syagrus Romanzoffiana) FG. – 12-14' CT.	20	EA	\$ _____	\$ _____
179.	Queen Palm – (Syagrus Romanzoffiana) FG. – 16-18' CT.	20	EA	\$ _____	\$ _____
180.	Sabal Palm – (Sabal Palmetto) FG – 10-16' btd	20	EA	\$ _____	\$ _____
181.	Sabal Palm – (Sabal Palmetto) FG – 10-16' CT.	20	EA	\$ _____	\$ _____
182.	Sabal Palm – (Sabal Palmetto) FG – 16-20' CT.	20	EA	\$ _____	\$ _____
183.	Sabal Palm – (Sabal Palmetto) FG – 20-24' CT.	20	EA	\$ _____	\$ _____
184.	Montgomery Palm – (Veitchia Montomeryana) – FG – 10-16' oa. Dbl.	20	EA	\$ _____	\$ _____

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued...

FIRM NAME: _____

**BID RESPONSE
 BID #17-005/ZG**

**LANDSCAPE INSTALLATION AT VARIOUS LOCATIONS,
 TERM CONTRACT**

LOT 2 – LANDSCAPE PLANT MATERIAL INSTALLATION

Abbreviations: BR – Bare Root; BTD – Booted; CT – Clear Trunk; DBH – Diameter Breast Height; FG – Field Grown; GW – Grey Wood; HGT-Height; M.S. – Multi-stem; OA – Overall; RPG – Root Plus Grower; SPD – Spread; STD – Standard; FTB – Full to Base; Tpl.- Triple Trunk.
 All Plant Material needs to conform to Florida Grades and Standards Florida #1.

ITEM NO.	DESCRIPTION	ESTIMATED 12 MONTH QUANTITY	UNIT	UNIT PRICE (INSTALLED)	TOTAL OFFER (INSTALLED)
PALMS (Continued)					
185.	Montgomery Palm – (Veitchia Montogomeryana) – FG – 10-16' oa. Sgl.	20	EA	\$ _____	\$ _____
186.	Montgomery Palm – (Veitchia Montogomeryana) – FG – 10-16' oa. Tpl	20	EA	\$ _____	\$ _____
187.	Paurotis Palm – (Acoelorrhaphe Wrightii) FG – 12' oa. MS.	20	EA	\$ _____	\$ _____
188.	Paurotis Palm – (Acoelorrhaphe Wrightii) FG – 18' oa. MS.	20	EA	\$ _____	\$ _____
189.	Pygmy Date Palm – (Phoenix Roebelenii) FG. - 4' oa. Dbl. Stem	20	EA	\$ _____	\$ _____
190.	Pygmy Date Palm – (Phoenix Roebelenii) FG. - 4' oa. Tpl. Stem	20	EA	\$ _____	\$ _____
191.	Pygmy Date Palm – (Phoenix Roebelenii) FG. - 6' oa. Dbl. Stem	20	EA	\$ _____	\$ _____
192.	Pygmy Date Palm – (Phoenix Roebelenii) FG. - 6' oa. Sgl. Stem	20	EA	\$ _____	\$ _____
193.	Pygmy Date Palm – (Phoenix Roebelenii) FG. - 6' oa. Tpl. Stem	20	EA	\$ _____	\$ _____
194.	Pygmy Date Palm – (Phoenix Roebelenii) FG. - 8' oa. Dbl. Stem	20	EA	\$ _____	\$ _____
195.	Washington Palm -(Washingtonia Robusta) FG. - 25' oa.	20	EA	\$ _____	\$ _____

TREES

196.	Apple Blossom Shower (Cassia Javanica) FG. 12-14' oa.	20	EA	\$ _____	\$ _____
197.	Bald Cypress (Taxodium Distichum) 25 Gal. 8' oa.	20	EA	\$ _____	\$ _____
198.	Bald Cypress (Taxodium Distichum) 45 gal. 10' oa.	20	EA	\$ _____	\$ _____
199.	Bald Cypress (Taxodium Distichum) FG. – 12' oa.	20	EA	\$ _____	\$ _____
200.	Bald Cypress (Taxodium Distichum) FG – 14' oa.	20	EA	\$ _____	\$ _____
201.	Bald Cypress (Taxodium Distichum) FG – 16' oa.	20	EA	\$ _____	\$ _____

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued...

**BID RESPONSE
 BID #17-005/ZG**

**LANDSCAPE INSTALLATION AT VARIOUS LOCATIONS,
 TERM CONTRACT**

LOT 2 – LANDSCAPE PLANT MATERIAL INSTALLATION

Abbreviations: BR – Bare Root; BTD - Booted; CT - Clear Trunk; DBH - Diameter Breast Height; FG - Field Grown; GW - Grey Wood; HGT-Height; M.S. - Multi-stem; OA - Overall; RPG - Root Plus Grower; SPD - Spread; STD - Standard; FTB - Full to Base; Tpl.- Triple Trunk.
 All Plant Material needs to conform to Florida Grades and Standards Florida #1.

ITEM NO.	DESCRIPTION	ESTIMATED 12 MONTH QUANTITY	UNIT	UNIT PRICE (INSTALLED)	TOTAL OFFER (INSTALLED)
TREES (Continued)					
	Beauty Leaf (Calophyllum Brasiliense) FG. 12' oa.	20	EA	\$ _____	\$ _____
202.	Beauty Leaf (Calophyllum Brasiliense) FG. 14' oa.	20	EA	\$ _____	\$ _____
203.	Black Olive (Bucida Buceras) FG. - 12-14' oa.	20	EA	\$ _____	\$ _____
204.	Black Olive (Bucida Buceras) FG. - 16-18' oa.	20	EA	\$ _____	\$ _____
205.	Citrus (Citrus spp) 30 gal. 5' oa.	20	EA	\$ _____	\$ _____
206.	Crabwood (Gymnanthes Lucida) FG. - 6-8' oa.	20	EA	\$ _____	\$ _____
207.	Crape Myrtle (Lagerstroemia Indica) 30 gal. 8-10' oa. M.S.	20	EA	\$ _____	\$ _____
208.	Crape Myrtle (Lagerstroemia Indica) 45 Gal. 10-12' oa. M.S.	20	EA	\$ _____	\$ _____
209.	Crape Myrtle (Lagerstroemia Indica) 65 Gal. 12-14' oa. STD.	20	EA	\$ _____	\$ _____
210.	Crape Myrtle (Lagerstroemia Indica) FG. 12' oa. M.S.	20	EA	\$ _____	\$ _____
211.	Crape Myrtle (Lagerstroemia Indica) FG. 14' oa. M.S.	20	EA	\$ _____	\$ _____
212.	D.D. Blanchard (Magnolia Grandifolia) FG. -10-12' oa. FTB	20	EA	\$ _____	\$ _____
213.	D.D. Blanchard (Magnolia Grandifolia) FG. 12-14' oa. FTB	20	EA	\$ _____	\$ _____
214.	Dahoon Holly (Ilex Cassine) FG. – 10-14' oa.	20	EA	\$ _____	\$ _____
215.	Dahoon Holly (Ilex Cassine) 30 Gal. – 8-10' oa.	20	EA	\$ _____	\$ _____
216.	Dahoon Holly (Ilex Cassine) 45 gal – 10-12' oa.	20	EA	\$ _____	\$ _____
217.	Desert Cassia (Senna Polyphylla) FG – 12' oa.	20	EA	\$ _____	\$ _____
218.	East Palatka Holly (Ilex X Attenuate) 45 gal. 10' oa.	20	EA	\$ _____	\$ _____
219.	East Palatka Holly (Ilex X Attenuate) 65 gal. 12' oa.	20	EA	\$ _____	\$ _____
220.	East Palatka Holly (Ilex X Attenuate) FG. 14' oa.	20	EA	\$ _____	\$ _____

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued...

FIRM NAME: _____

**BID RESPONSE
BID #17-005/ZG**

**LANDSCAPE INSTALLATION AT VARIOUS LOCATIONS,
TERM CONTRACT**

LOT 2 – LANDSCAPE PLANT MATERIAL INSTALLATION

Abbreviations: BR – Bare Root; BTD - Booted; CT - Clear Trunk; DBH - Diameter Breast Height; FG - Field Grown; GW - Grey Wood; HGT-Height; M.S. - Multi-stem; OA - Overall; RPG - Root Plus Grower; SPD - Spread; STD - Standard; FTB - Full to Base; Tpl.- Triple Trunk.
All Plant Material needs to conform to Florida Grades and Standards Florida #1.

ITEM NO.	DESCRIPTION	ESTIMATED 12 MONTH QUANTITY	UNIT	UNIT PRICE (INSTALLED)	TOTAL OFFER (INSTALLED)
TREES (Continued)					
221.	Geiger (Cordia Sebestena) FG – 8-10' oa.	20	EA	\$ _____	\$ _____
222.	Gieger (Cordia Sebestena) FG – 10-12' oa.	20	EA	\$ _____	\$ _____
223.	Glaucous Cassia (Senna Surattensis) FG. 10-12' oa.	20	EA	\$ _____	\$ _____
224.	Glossy Privet (Ligustrum Lucidum) FG. 8' x 8' M.S.	20	EA	\$ _____	\$ _____
225.	Glossy Privet (Ligustrum Lucidum) FG. 10' x 10' M.S.	20	EA	\$ _____	\$ _____
226.	Green Buttonwood (Conocarpus Erectus) FG – 8-10' oa.	20	EA	\$ _____	\$ _____
227.	Green Buttonwood (Conocarpus Erectus) FG – 10-12' oa.	20	EA	\$ _____	\$ _____
228.	Green Buttonwood (Conocarpus Erectus) FG – 12-14' oa.	20	EA	\$ _____	\$ _____
229.	Green Buttonwood (Conocarpus Erectus) FG – 16-20' oa.	20	EA	\$ _____	\$ _____
230.	Gumbo Limbo (Bursera Simaruba) FG. 14' oa.	20	EA	\$ _____	\$ _____
231.	Gumbo Limbo (Bursera Simaruba) FG. 18' oa.	20	EA	\$ _____	\$ _____
232.	Japanese Blueberry (Elaeocarpus Decipiens) 30 Gal. 6' oa. STD	20	EA	\$ _____	\$ _____
233.	Japanese Blueberry (Elaeocarpus Decipiens) 45 Gal. 8' oa. STD	20	EA	\$ _____	\$ _____
234.	Japanese Blueberry – (Elaeocarpus Decipiens) 65 Gal. 10-12' oa. STD	20	EA	\$ _____	\$ _____
235.	Laurel Oak (Quercus Laurifolia) FG. – 2-1/2" cal. min.	20	EA	\$ _____	\$ _____
236.	Laurel Oak (Quercus Laurifolia) FG. -3" cal. min.	20	EA	\$ _____	\$ _____
237.	Laurel Oak (Quercus Laurifolia) FG. – 4" cal. min.	20	EA	\$ _____	\$ _____
238.	Little Gem (Magnolia Grandifolia) FG. 10-12' oa. FTB	20	EA	\$ _____	\$ _____
239.	Little Gem (Magnolia Grandifolia) 30 Gal. 8' oa. FTB	20	EA	\$ _____	\$ _____

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued...

FIRM NAME: _____

**BID RESPONSE
BID #17-005/ZG**

**LANDSCAPE INSTALLATION AT VARIOUS LOCATIONS,
TERM CONTRACT**

LOT 2 – LANDSCAPE PLANT MATERIAL INSTALLATION

Abbreviations: BR – Bare Root; BTD - Booted; CT - Clear Trunk; DBH - Diameter Breast Height; FG - Field Grown; GW - Grey Wood; HGT-Height; M.S. - Multi-stem; OA - Overall; RPG - Root Plus Grower; SPD - Spread; STD - Standard; FTB - Full to Base; Tpl.- Triple Trunk.
All Plant Material needs to conform to Florida Grades and Standards Florida #1.

ITEM NO.	DESCRIPTION	ESTIMATED 12 MONTH QUANTITY	UNIT	UNIT PRICE (INSTALLED)	TOTAL OFFER (INSTALLED)
TREES (Continued)					
240.	Little Gem (Magnolia Grandifolia) 45 gal. 10' oa. FTB	20	EA	\$ _____	\$ _____
241.	Little Gem (Magnolia Grandifolia) FG. 12-14' oa. FTB	20	EA	\$ _____	\$ _____
242.	Little Gem (Magnolia Grandifolia) FG. 14-16' oa. FTB	20	EA	\$ _____	\$ _____
243.	Live Oak (Quercus Virginiana) FG – 3" Cal. Min	20	EA	\$ _____	\$ _____
244.	Live Oak (Quercus Virginiana) FG – 4" Cal Min.	20	EA	\$ _____	\$ _____
245.	Live Oak (Quercus Virginiana) FG – 5" Cal. Min.	20	EA	\$ _____	\$ _____
246.	Live Oak (Quercus Virginiana) FG – 6" Cal. Min.	20	EA	\$ _____	\$ _____
247.	Live Oak (Quercus Virginiana) FG – 8" Cal. Min.	20	EA	\$ _____	\$ _____
248.	Live Oak (Quercus Virginiana) FG – 10" Cal Min.	20	EA	\$ _____	\$ _____
249.	Live Oak (Quercus Virginiana) 30 gal. 10-12' oa.	20	EA	\$ _____	\$ _____
250.	Live Oak (Quercus Virginiana) 45 gal. 12-14' oa.	20	EA	\$ _____	\$ _____
251.	Live Oak (Quercus Virginiana) 65 gal. 14-16' oa.	20	EA	\$ _____	\$ _____
252.	Live Oak (Quercus Virginiana) 100 gal. 16-18' oa.	20	EA	\$ _____	\$ _____
253.	Live Oak (Quercus Virginiana) 200 gal. 18-22' oa.	20	EA	\$ _____	\$ _____
254.	Mahogany (Swietenia Mahogani) FG – 12' oa.	20	EA	\$ _____	\$ _____
255.	Mahogany (Swietenia Mahogani) FG. – 14' oa.	20	EA	\$ _____	\$ _____
256.	Pigeon Plum (Coccoloba Diversifolia) FG - 10-12' oa.	20	EA	\$ _____	\$ _____
257.	Pigeon Plum (Coccoloba Diversifolia) FG - 14-16' oa.	20	EA	\$ _____	\$ _____
258.	Pink Trumpet Tree (Tabebuia Heterophylla) FG – 12' oa.	20	EA	\$ _____	\$ _____
259.	Pink Trumpet Tree (Tabebuia Heterophylla) FG – 14' oa.	20	EA	\$ _____	\$ _____

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued...

FIRM NAME: _____

**BID RESPONSE
BID #17-005/ZG**

**LANDSCAPE INSTALLATION AT VARIOUS LOCATIONS,
TERM CONTRACT**

LOT 2 – LANDSCAPE PLANT MATERIAL INSTALLATION

Abbreviations: BR – Bare Root; BTD - Booted; CT - Clear Trunk; DBH - Diameter Breast Height; FG - Field Grown; GW - Grey Wood; HGT-Height; M.S. - Multi-stem; OA - Overall; RPG - Root Plus Grower; SPD - Spread; STD - Standard; FTB - Full to Base; Tpl.- Triple Trunk.
All Plant Material needs to conform to Florida Grades and Standards Florida #1.

ITEM NO.	DESCRIPTION	ESTIMATED 12 MONTH QUANTITY	UNIT	UNIT PRICE (INSTALLED)	TOTAL OFFER (INSTALLED)
TREES (Continued)					
260.	Red Maple (Acer Rubrum) FG 12-14' oa.	20	EA	\$ _____	\$ _____
261.	Red Maple (Acer Rubrum) FG 16-18' oa.	20	EA	\$ _____	\$ _____
262.	Royal Poinciana (Delonix Regia) FG. - 8-10' oa.	20	EA	\$ _____	\$ _____
263.	Royal Poinciana (Delonix Regia) FG. – 12-14' oa.	20	EA	\$ _____	\$ _____
264.	Satin Leaf (Chrysophyllum Oliviforme) FG – 12' oa.	20	EA	\$ _____	\$ _____
265.	Simpson's Stopper (Myrcianthes Fragrans) FG - 8' oa. STD	20	EA	\$ _____	\$ _____
266.	Simpson's Stopper (Myrcianthes Fragrans) FG. - 6' oa. STD	20	EA	\$ _____	\$ _____
267.	Slash Pine Densa (Pinus Elliottii) 3 gal. – 3' oa.	20	EA	\$ _____	\$ _____
268.	Slash Pine Densa (Pinus Elliottii) 7 gal. – 4' oa.	20	EA	\$ _____	\$ _____
269.	Slash Pine Densa (Pinus Elliottii) 15 gal. – 6' oa.	20	EA	\$ _____	\$ _____
270.	Slash Pine Densa (Pinus Elliottii) 25 gal. – 8' oa.	20	EA	\$ _____	\$ _____
271.	Slash Pine Densa (Pinus Elliottii) FG – 12' oa.	20	EA	\$ _____	\$ _____
272.	Slash Pine Densa (Pinus Elliottii) FG – 14' oa.	20	EA	\$ _____	\$ _____
273.	Slash Pine Densa (Pinus Elliottii) FG – 16' oa.	20	EA	\$ _____	\$ _____
274.	Slash Pine Densa (Pinus Elliottii) FG – 18' oa.	20	EA	\$ _____	\$ _____
275.	Slash Pine Densa (Pinus Elliottii) FG – 20' oa.	20	EA	\$ _____	\$ _____
276.	Slash Pine Densa (Pinus Elliottii) FG – 22' oa.	20	EA	\$ _____	\$ _____
277.	Slash Pine Densa (Pinus Elliottii) FG – 24' oa.	20	EA	\$ _____	\$ _____
278.	Verawood (Bulnesia Arborea) FG. – 10-12' oa. STD	20	EA	\$ _____	\$ _____

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued...

FIRM NAME: _____

**BID RESPONSE
 BID #17-005/ZG**

**LANDSCAPE INSTALLATION AT VARIOUS LOCATIONS,
 TERM CONTRACT**

LOT 2 – LANDSCAPE PLANT MATERIAL INSTALLATION

Abbreviations: BR – Bare Root; BTD - Booted; CT - Clear Trunk; DBH - Diameter Breast Height; FG - Field Grown; GW - Grey Wood; HGT-Height; M.S. - Multi-stem; OA - Overall; RPG - Root Plus Grower; SPD - Spread; STD - Standard; FTB - Full to Base; Tpl.- Triple Trunk.
 All Plant Material needs to conform to Florida Grades and Standards Florida #1.

ITEM NO.	DESCRIPTION	ESTIMATED 12 MONTH QUANTITY	UNIT	UNIT PRICE (INSTALLED)	TOTAL OFFER (INSTALLED)
TREES (Continued)					
279.	Wax Myrtle (Myrica Cerifera) FG – 8' x 8' M.S.	20	EA	\$ _____	\$ _____
280.	White Indigo Berry (Randia Aculeate) FG. - 6-8' oa. STD	20	EA	\$ _____	\$ _____
281.	Yellow Tabebuia (Tabebuia Caraiba) FG – 14' oa.	20	EA	\$ _____	\$ _____
RELOCATION/TRANSPLANTING (90" TREE SPADE OR CRANE)					
282.	Relocation/Transplanting of Canopy trees over 3" Caliper up to 5"	2	EA	\$ _____	\$ _____
283.	Relocation/Transplanting of Canopy trees over 5" Caliper up to 7"	2	EA	\$ _____	\$ _____
284.	Relocation/Transplanting of Canopy trees over 7" Caliper up to 9"	2	EA	\$ _____	\$ _____
285.	Relocation/Transplanting of Coconut Palms up to 25' of Graywood	2	EA	\$ _____	\$ _____
286.	Relocation/Transplanting of Royal Palms up to 30' of Graywood	2	EA	\$ _____	\$ _____
287.	Relocation/Transplanting of Sabal Palms up to 25' of Graywood	2	EA	\$ _____	\$ _____
288.	Rental of Crane	10	HR	\$ _____	\$ _____
REMOVAL & DISPOSAL					
289.	Excavation (Including Removal and Disposal) (Cubic Yard)	40	CY	\$ _____	\$ _____
WATER TRUCK					
290.	Watering – Man Hour	100	HR	\$ _____	\$ _____
MULCH / TOPSOIL / SOD / LANDSCAPE GRAVEL AND STONE (PER BID SPECIFICATIONS)					
291.	Supply, Install & Grade Top Soil (Bulk, Truck Load) (Cubic Yard)	100	CY	\$ _____	\$ _____
292.	Supply, Install (2 Cubic Feet) Cypress Blend Mulch bag	100	CF	\$ _____	\$ _____

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued...

Firm Name: _____

**BID RESPONSE
BID #17-005/ZG**

**LANDSCAPE INSTALLATION AT VARIOUS LOCATIONS,
TERM CONTRACT**

LOT 2 – LANDSCAPE PLANT MATERIAL INSTALLATION

Abbreviations: BR – Bare Root; BTB - Booted; CT - Clear Trunk; DBH - Diameter Breast Height; FG - Field Grown; GW - Grey Wood; HGT-Height; M.S. - Multi-stem; OA - Overall; RPG - Root Plus Grower; SPD - Spread; STD - Standard; FTB - Full to Base; Tpl.- Triple Trunk.
All Plant Material needs to conform to Florida Grades and Standards Florida #1.

ITEM NO.	DESCRIPTION	ESTIMATED 12 MONTH QUANTITY	UNIT	UNIT PRICE (INSTALLED)	TOTAL OFFER (INSTALLED)
MULCH / TOPSOIL / SOD / LANDSCAPE GRAVEL AND STONE (PER BID SPECIFICATIONS) (Continued)					
293.	Supply, Install (3 Cubic Feet) Cypress Blend Mulch bag	100	CF	\$ _____	\$ _____
294.	Supply, Install & Grade St. Augustine Floratam Sod	500	SQF	\$ _____	\$ _____
295.	Supply, Install & Grade Celebration #419 or Latitude #56 Bermuda Sod	500	SQF	\$ _____	\$ _____
296.	Install & Grade Landscape Gravel and Stone (Cubic Yard) Supply at bidder's cost per Term & Condition #15	100	CY	\$ _____	\$ _____
TOTAL OFFER LOT #2 (Items 1 – 296)					\$ _____

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Acknowledge Non-Discrimination Policy Form is included as specified herein?

YES/INITIAL _____

Acknowledge Pre-Bid Conference was made, per Term and Condition #9?

YES/INITIAL _____

Acknowledge Qualification of Bidders information is included, per Term and Condition #10?

YES/INITIAL _____

Acknowledge Criminal History Records Check requirement, per Term & Condition #11&12?

YES/INITIAL _____

Acknowledge Insurance requirements, per Term and Condition #24?

YES/INITIAL _____

*** PLEASE AFFIX SIGNATURE WHERE INDICATED
(FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR BID)**

By signature on this document, bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the County's bid solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the County in official amendments prior to this date of submittal.

Per General Term and Condition #7, if bidder is a Joint Venture for the goods/services described herein, bidder shall, upon request of Palm Beach County, provide a copy of the Joint Venture Agreement signed by all parties.

FIRM NAME: (Enter the entire legal name of the bidding entity)

DATE:

*** SIGNATURE:** _____

PRINT NAME:

PRINT TITLE:

ADDRESS: _____

CITY / STATE: _____ ZIP CODE: _____

TELEPHONE # ()

E-MAIL:

TOLL FREE # ()

FAX #: ()

APPLICABLE LICENSE(S)
NUMBER #

TYPE:

FEDERAL ID # _____

**QUALIFICATION OF BIDDERS
REFERENCES FOR SOLICITATION #17-005/ZG**

Bidder shall list references in accordance with the requirements set forth in the Qualifications of Bidders.

REFERENCE NAME:			
ADDRESS:			
CONTACT NAME:			
CONTACT INFORMATION:	PHONE:	CELL PHONE:	
	FAX:	EMAIL:	
SCOPE OF WORK:			
CONTRACT DATES:			

REFERENCE NAME:			
ADDRESS:			
CONTACT NAME:			
CONTACT INFORMATION:	PHONE:	CELL PHONE:	
	FAX:	EMAIL:	
SCOPE OF WORK:			
CONTRACT DATES:			

REFERENCE NAME:			
ADDRESS:			
CONTACT NAME:			
CONTACT INFORMATION:	PHONE:	CELL PHONE:	
	FAX:	EMAIL:	
SCOPE OF WORK:			
CONTRACT DATES:			

CERTIFICATION OF BUSINESS LOCATION
BID #17-005/ZG

In accordance with the Palm Beach County Local Preference Ordinance, as amended, a preference may be given to: (1) bidders having a permanent place of business in Palm Beach County ("County") or (2) bidders having a permanent place of business in the Glades that are able to provide the goods and/or services to be utilized within the Glades. To receive a local preference, bidders must have a permanent place of business within the County or the Glades, as applicable, prior to the County's issuance of the solicitation. A Business Tax Receipt which is issued by the Palm Beach County Tax Collector, authorizes the bidder to provide the goods/services being solicited by the County, and will be used to verify that the bidder had a permanent place of business prior to the issuance of the solicitation. The bidder must submit this Certification of Business Location ("Certification") along with the required Business Tax Receipt at the time of bid or quote submission. The Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the bidder to not receive a local preference.

In instances where the bidder is exempt by law from the requirement of obtaining a Business Tax Receipt, the bidder must: (a) provide a citation to the specific statutory exemption; and (b) provide other documentation which clearly establishes that the bidder had a permanent place of business within the County or the Glades prior to the date of issuance of the solicitation. The County hereby retains the right to contact said bidders for additional information related to this requirement after the bid/quote due date.

I. Bidder is a:

_____ Local Business: A local business has a permanent place of business in Palm Beach County.

(Please indicate):

_____ Headquarters located in Palm Beach County
 _____ Permanent office or other site located in Palm Beach County from which a vendor will produce a substantial portion of the goods or services.

_____ Glades Business: A Glades business has a permanent place of business in the Glades.

(Please indicate):

_____ Headquarters located in the Glades
 _____ Permanent office or other site located in the Glades from which a vendor will produce a substantial portion of the goods or services.

II. The attached copy of bidder's County Business Tax Receipt verifies bidder's permanent place of business.

THIS CERTIFICATION is submitted by _____, as
 (Name of Individual)

_____, of _____
 (Title/Position) (Firm Name of Bidder)

who hereby certifies that the information stated above is true and correct and that the County Business Tax Receipt is a true and correct copy of the original. Further, it is hereby acknowledged that any misrepresentation by the bidder on this Certification will be considered an unethical business practice and be grounds for sanctions against future County business with the bidder.

 (Signature)

 (Date)

DRUG-FREE WORKPLACE CERTIFICATION
BID #17-005/ZG

IDENTICAL TIE BIDS/PROPOSALS - In accordance with Section 287.087, F.S., a preference shall be given to vendors submitting with their bids/proposals the following certification that they have implemented a drug-free workplace program which meets the requirements of Section 287.087; provided, however, that any preference given pursuant to Section 287.087, shall be made in conformity with the requirements pursuant to the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21 thru 2-80.34. In the event tie bids are received from vendors who have not submitted with their bids/proposals a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's purchasing procedures pertaining to tie bids.

This Drug-Free Workplace Certification form must be executed and returned with the attached bid/proposal, and received on or before the published bid submission time to be considered. The failure to execute and/or return this certification shall not cause any bid/proposal to be deemed non-responsive.

Whenever two (2) or more bids/proposals which are equal with respect to price, quality, and service are received by Palm Beach County 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 a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
- (4) In the statement specified in number (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation 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.

Signature

Date

NON-DISCRIMINATION POLICY
BID #17-005/ZG

Pursuant to Palm Beach County Resolution R-2014-1421, as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds for any organization 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.

All bidders doing business with Palm Beach County are required to submit a copy of its non-discrimination policy which shall be consistent with the policy of Palm Beach County stated above, **prior** to entering into any contract with Palm Beach County. In the event a bidder does not have a written non-discrimination policy, such bidder shall be required to check the applicable statement and sign below affirming that their non-discrimination policy is in conformance with Palm Beach County's policy.

Check one:

- ☐ Bidder hereby acknowledges that it **does not** have a written non-discrimination policy; however Bidder hereby **affirms by signing below** that its non-discrimination policy is in conformance with the above.

OR

- ☐ Bidder hereby attaches its non-discrimination policy which is consistent with the policy of Palm Beach County.

NOTE:

Bidder's failure to comply with the above requirements will render bidder non-responsive.

Bidder shall notify Palm Beach County in the event it no longer maintains a non-discrimination policy that is in conformance with Palm Beach County's policy set forth above. Failure to maintain said non-discrimination policy shall be considered a default of contract.

BIDDER:

 Company Name

 Signature

 Name (type or print)

 Title

**SCHEDULE 1
LIST OF PROPOSED SBE-M/WBE PRIME AND/OR SUBCONTRACTOR PARTICIPATION**

PROJECT NAME OR BID NAME: _____ PROJECT NO. OR BID NO.: _____
 NAME OF PRIME BIDDER: _____ ADDRESS: _____
 CONTACT PERSON: _____ PHONE NO.: _____ FAX NO.: _____
 BID OPENING DATE: _____ USER DEPARTMENT: _____

THIS DOCUMENT IS TO BE COMPLETED BY THE PRIME CONTRACTOR AND SUBMITTED WITH BID PACKET. PLEASE LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SBE -M/WBE SUBCONTRACTORS ON THIS PROJECT. IF THE PRIME IS AN SBE-M/WBE, PLEASE ALSO LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME ON THIS PROJECT. THE PRIME AFFIRMS THAT IT WILL MONITOR THE SBES LISTED TO ENSURE THE SBES PERFORM THE WORK WITH ITS OWN FORCES.

Name, Address and Phone Number	(Check one or both Categories)		DOLLAR AMOUNT OR PERCENTAGE OF WORK			
	M/WBE	SBE	Black	Hispanic	Women	Caucasian
						Other (Please Specify)
1.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____
2.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____
3.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____
4.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____
(Please use additional sheets if necessary)			Total			
Total Bid Price \$ _____			Total SBE-M/WBE Participation Dollar Amount or Percentage of Work _____			

I hereby certify that the above information is accurate to the best of my knowledge:

Signature _____

Title _____

- Note:**
1. The amount listed on this form for a subcontractor must be supported by price or percentage listed on the signed Schedule 2 or signed proposal in order to be counted toward goal attainment.
 2. Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount and/or percentage under the appropriate category.
 3. M/WBE information is being collected for tracking purposes only.

Revised 9/7/2011

Page 235 of 476

OSBA SCHEDULE 4 - SBE-M/WBE PAYMENT CERTIFICATION

The Prime Contractor is to submit Schedule 4 with its Monthly Payment Request to Palm Beach County to reflect actual payments made to the SBE-M/WBE Subcontractor. The Prime Contractor is not to request signature from an SBE-M/WBE Subcontractor unless it has made a payment to the SBE-M/WBE Subcontractor. The SBE-M/WBE Subcontractor is not to complete and sign this form unless it has received a payment from the Prime Contractor for services actually performed by the SBE-M/WBE Subcontractor. A separate Schedule 4 is required for each SBE-M/WBE Subcontractor payment.

This is to certify that _____ received
(SBE or M/WBE Subcontractor Name)

(Monthly) or (Final) payment of \$

On _____ from _____
MM DD YYYY (Prime Contractor Name)

For labor and/or materials used on _____ / _____
(Project Name) (Work Order)

DEPT.: _____ PROJECT NO.: _____

PRIME CONTRACTOR VENDOR CODE: _____

SBE OR M/WBE SUBCONTRACTOR VENDOR CODE: _____

=====

If the SBE Subcontractor intends to disburse any funds associated with this payment to any Subcontractor for labor and/or material provided on this project, please provide the following information:

*Subcontractor Name: _____ Amount to be paid: _____

*Note: If the subcontractor listed in this section is an SBE or M/WBE a separate schedule 4 is required to verify payment.

=====

By: _____
(Signature of Subcontractor) (Print Name & Title of Person executing on behalf of Subcontractor)

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____

By: _____

Notary Public, State of Florida

Print, Type or Stamp Commissioned Name of Notary

Personally Known _____ OR Produced Identification _____ Type of Identification _____
Rev. 5 Last updated: 11/18/11

AWARD RECOMMENDATION
BID RE-CAP SHEET

REVISED 12/27/16

BID #17-005/ZG

BUYER: ZULMA GASCA

TITLE: LANDSCAPE INSTALLATION AT VARIOUS LOCATIONS, TERM CONTRACT

ACTION	INITIALS	DATE	ACTION	INITIALS	DATE
BID OPENED	HS - LP	11/17/16	AWARD POSTED ON WEBSITE		12-27-16
POSTING APPROVED		12/27/16	AWARD REMOVED FROM WEBSITE		1-5-17
COPY TO BUYER ASSISTANT FOR POSTING ON INTERNET		12/27/16	COPY TO OSBA AND DEPARTMENT		1-5-17

KEY(S) FOR RECOMMENDATION: (PLEASE NOTE YOUR RECOMMENDATION BELOW)

- (1) RECOMMENDED AWARD - LOWEST RESPONSIVE AND RESPONSIBLE BIDDER MEETING SPECIFICATIONS
 (2) NO AWARD, RESPONSIVE AND RESPONSIBLE, BUT NOT LOWEST BIDDER MEETING SPECIFICATIONS
 (3) NO AWARD, NOT RESPONSIVE AND / OR RESPONSIBLE TO BID
 (4) NOT TECHNICALLY EVALUATED / IN EXCESS OF DEPARTMENT'S FUNDING LIMITS
- PREFERENCE CODES:
 "GLP" = GLADES LOCAL PREFERENCE (5%) See term 3.d of the referenced bid
 "LP" = LOCAL PREFERENCE (5%) See term 3.d of the referenced bid
 "SBE" = SBE RANKING (10%)
 "NO LP" = NO "LP" APPLIED

LOT #1 - WETLAND/LITTORAL PLANTING INSTALLATION
STEP 1

LIST BIDDERS FROM LOWEST TO HIGHEST	TOTAL OFFER AS BID	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	LIST BIDDERS AFTER PREFERENCE HAS BEEN APPLIED	OFFER AFTER PREFERENCE HAS BEEN APPLIED	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	AWARD RECOMMENDATION "KEY" ONLY (SEE ABOVE)
JAMES F. SCHNELLE, JR., P.E. DBA ENVIRONMENTAL MANAGEMENT & ENGINEERING, LLC	\$234,850.00	SBE	JAMES F. SCHNELLE, JR., P.E. DBA ENVIRONMENTAL MANAGEMENT & ENGINEERING, LLC	\$234,850.00	SBE	(1)

LOT #2 - LANDSCAPE PLANT MATERIAL INSTALLATION
STEP 1

LIST BIDDERS FROM LOWEST TO HIGHEST	TOTAL OFFER AS BID	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	LIST BIDDERS AFTER PREFERENCE HAS BEEN APPLIED	OFFER AFTER PREFERENCE HAS BEEN APPLIED	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	AWARD RECOMMENDATION "KEY" ONLY (SEE ABOVE)
A CUT ABOVE LANDSCAPE & MAINTENANCE, INC	\$1,850,125.00	SBE	A CUT ABOVE LANDSCAPE & MAINTENANCE, INC	\$1,850,125.00	SBE	(1)
QUINCO CORP	\$2,293,277.80		QUINCO CORP	\$2,293,277.80		(2)

NOTE: FOR CALCULATING GLP, LP AND SBE PREFERENCES SEE WEBSITE FOR DETAILS.

REMARKS:

PUR 16 DEC 27 AM 9:50

Postina Period 12-27-16 - 1-4-17
PUR 17 JAN 5 AM 8:02

not time/date stamped when posted

See revised 12/27/16 Form 4

AWARD RECOMMENDATION
BID RE-CAP SHEET

BID #17-005/ZG		TITLE: LANDSCAPE INSTALLATION AT VARIOUS LOCATIONS, TERM CONTRACT			
BUYER: ZULMA GASCA					
ACTION	INITIALS	DATE	ACTION	INITIALS	DATE
BID OPENED	HS - LP	11/17/16	AWARD POSTED ON WEBSITE	<i>ASGreen</i>	12/15/16
POSTING APPROVED	<i>Smith</i>	12/15/16	AWARD REMOVED FROM WEBSITE		
COPY TO BUYER ASSISTANT FOR POSTING ON INTERNET	<i>ASGreen</i>	12/15/16	COPY TO OSBA AND DEPARTMENT		

KEY(S) FOR RECOMMENDATION: (PLEASE NOTE YOUR RECOMMENDATION BELOW)		PREFERENCE CODES:	
(1) RECOMMENDED AWARD - LOWEST RESPONSIVE AND RESPONSIBLE BIDDER MEETING SPECIFICATIONS	"GLP" =	GLADES LOCAL PREFERENCE (5%) See term 3.d of the referenced bid	
(2) NO AWARD, RESPONSIVE AND RESPONSIBLE, BUT NOT LOWEST BIDDER MEETING SPECIFICATIONS	"LP" =	LOCAL PREFERENCE (5%) See term 3.d of the referenced bid	
(3) NO AWARD, NOT RESPONSIVE AND / OR RESPONSIBLE TO BID	"SBE" =	SBE RANKING (10%)	
(4) NOT TECHNICALLY EVALUATED / IN EXCESS OF DEPARTMENT'S FUNDING LIMITS	"NO LP" =	MARTIN CO. - NO "LP" APPLIED	

LOT #1 - WETLAND/LITTORAL PLANTING INSTALLATION
STEP 1

LIST BIDDERS FROM LOWEST TO HIGHEST	TOTAL OFFER AS BID	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	LIST BIDDERS AFTER PREFERENCE HAS BEEN APPLIED	OFFER AFTER PREFERENCE HAS BEEN APPLIED	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	AWARD RECOMMENDATION "KEY" ONLY (SEE ABOVE)
JAMES F. SCHNELLE, JR., P.E. DBA ENVIRONMENTAL MANAGEMENT & ENGINEERING, LLC	\$234,850.00	SBE	JAMES F. SCHNELLE, JR., P.E. DBA ENVIRONMENTAL MANAGEMENT & ENGINEERING, LLC	\$234,850.00	SBE	(1)

LOT #2 - LANDSCAPE PLANT MATERIAL INSTALLATION
STEP 1

LIST BIDDERS FROM LOWEST TO HIGHEST	TOTAL OFFER AS BID	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	LIST BIDDERS AFTER PREFERENCE HAS BEEN APPLIED	OFFER AFTER PREFERENCE HAS BEEN APPLIED	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	AWARD RECOMMENDATION "KEY" ONLY (SEE ABOVE)
A CUT ABOVE LANDSCAPE & MAINTENANCE, INC	\$1,850,125.00	SBE	A CUT ABOVE LANDSCAPE & MAINTENANCE, INC	\$1,850,125.00	SBE	(1)
QUINCO CORP	\$2,293,277.80		QUINCO CORP	\$2,293,277.80		(2)

NOTE: FOR CALCULATING GLP, LP AND SBE PREFERENCES SEE WEBSITE FOR DETAILS.

REMARKS:	PUR 16 DEC 27 AM 8:03
----------	-----------------------

Posting Period
12/15/16 - 12/22/16



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"



printed on recycled paper

Form L

December 4, 2018

A Cut Above Landscape & Maintenance, Inc.
Eneyda Gomez, Pre-Construction Manager
14095 43rd Road North
Loxahatchee, FL 33470

TERM CONTRACT #17005B

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 Landscape Installation at various Locations based on:

☒ RENEWAL OF CONTRACT based on SOLICITATION #17-005/ZG in accordance with all original terms, conditions, specifications and prices with no deviation.

☒ OTHER: Lot #2

The term of this contract is 02/07/2019 through 02/06/2020 and has an estimated dollar value of \$1,767,000, inclusive of all vendors awarded.

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 XY03030500000001111). 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 Marva Brown at mbrown@pbcgov.org or (561) 616-6815.

Sincerely,

Kathleen Scarlett
Director

c: Countywide
File



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/4/2019

REQUESTED ACTION BY COMMISSION:

Approve the minutes from City Commission meeting held on May 21, 2019.

EXPLANATION OF REQUEST:

The City Commission met on May 21, 2019 and minutes were prepared from the notes taken at the meeting. 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
<input type="checkbox"/> Minutes	Meeting Minutes 5-21-19

**MINUTES OF THE CITY COMMISSION MEETING HELD
AT THE INTRACOASTAL PARK CLUBHOUSE
2240 N. FEDERAL HIGHWAY, BOYNTON BEACH, FLORIDA
ON TUESDAY, MAY 21, 2019, AT 6:30 P.M.**

PRESENT:

Steven B. Grant, Mayor
Justin Katz, Vice Mayor
Mack McCray, Commissioner
Christina Romelus, Commissioner
Ty Penserga, Commissioner

Lori LaVerriere, City Manager
James Cherof, City Attorney
Queenester Nieves, Deputy City Clerk

OPENINGS

A. Call to Order - Mayor Steven B. Grant

Mayor Grant called the meeting to order at 6:30 p.m.

Invocation by Rev. Jack Copas, Boynton Beach Congregational United Church

Reverend Jack Copas gave the invocation.

Pledge of Allegiance to the Flag led by Commissioner Christina L. Romelus

Commissioner McCray led the Pledge of Allegiance to the Flag.

Roll Call

A quorum was present.

Agenda Approval:

1. Additions, Deletions, Corrections

Commissioner Penserga added two items to Future Agenda: A post legislative update from former District IV Commissioner, now State Representative Joseph Casello and State Senator Lori Berman on June 18th. He also added a discussion on the creation of an expedited permitting ordinance, which he hopes would spread the growth of small business. Mayor Grant asked if Commissioner Penserga minded if they could speak about that when they discuss the Seacrest Corridor. Commissioner Penserga had no objection, which would be piggy-backed to 13H. Mayor Grant also wanted to add to a Future Agenda a discussion about road safety. He received a letter from Discovery Village regarding speed bumps and he thought the Commission should inform different communities that have municipal roads running to or next to them what the best course

of action is for road safety. The latter item would also be on June 18th or if needed, it could be moved to July. Attorney Cherof requested move Item 11A before Consent Agenda.

2. Adoption

Motion

Commissioner Penserga 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

Vice Mayor Katz met with residents regarding Taco Bell and Attorney Bonnie Miskel.

Commissioner McCray received many emails about Taco Bell. The City Commission would be remiss if they did not mention the two police officers that saved a family with a house fire. He was touched and elated there are men and women wearing blue in the City of Boynton Beach.

Commissioner Romelus met with residents of Coastal Bay and Tuscany regarding Taco Bell as well as the developer and Attorney Miskel. She visited Crosspointe Elementary School for Career Day. She also attended the grand re-opening of the expanded dog park. She noted this was one of the few parks in the South County area, which allows all sized dogs off leash.

Commissioner Penserga met with Attorney Bonnie Miskel, the Tuscany, and Coastal Bay Homeowner's Association regarding Taco Bell.

Mayor Grant reported attending the following activities for May to-date: Business Development Bureau Breakfast, the Historic High School and District Energy Plant. He attended the Jewish Federation of Palm Beach County, the Historical Society of Palm Beach County, and the American Legion to honor Tom Kaiser. He attended a Police Memorial at Calvary Chapel, a networking event for Jewish Services of Palm Beach County and attended the Coalition of Boynton West Residential Associations. He attended a Transportation Planning Agency event and a Boca Chamber event held in Boynton Beach. He attended a quarterly orientation for new hires and a ribbon cutting for Alchemy Salon in Ocean Plaza. He attended Del Sol Second Anniversary event and at Densen Pool for Swim with a Cop. He met with representatives of Boynton Strong and attended a Boynton Beach Mall Hurricane Preparedness event. He went to the Copper Point 4th Anniversary event and the Art Walk. He thanked the Arts Commission for providing visitors and residents more information about Art in Public Places. He went to

a Young Singers of the Palm Beach event, a Healthier Boynton Beach Grant Award Ceremony, where over \$30K donated to local non-profits to further their mission. He also attended Crosspointe Elementary School for Career Day. He wanted to add a press release regarding Veteran Memorial Day Weekend event as the last item. He met with Attorney Miskel, Bark Management, QSR and he did his best to call and email residents of Coastal Bay and Tuscany regarding Taco Bell.

3. ANNOUNCEMENTS, COMMUNITY AND SPECIAL EVENTS AND PRESENTATIONS

- A. Our city lobbyist, Mat Forrest will present a post legislative update from the 2019 Legislative Session.

Mat Forrest, Ballard Partners, the City's lobbyist presented an update of the Legislative Session. He advised the session ended 18 days ago. The next session begins January 2020. Only 5.4% of bills pass this session. Ballard Partner's tries to bring back fund appropriations, but this year they were not successful because projects were expensive and because they brought funds back the prior session. There were 1,630 appropriation requests totaling \$3.6 billion. The City was looking for \$900K for the Boynton Beach Tradewinds infrastructure. Representative Casello and Berman filed the project, but it was unsuccessful because there was no local match. Mr. Forrest was optimistic for the Mangrove Park Improvement. The request was for over \$1 million. Ballard Partners worked with staff extensively to find out what projects they believed would be successful

Legislation was the big topic. The most impactful local government legislation did not pass. Vacation Rental legislation passed the House, but not the Senate. Two other preemption bills did not pass that would not affect the City. An attempt to repeal Red Light Cameras passed the House, but died in the Senate.

Legislation regarding Community Redevelop Agency (CRA) passed. It was a much milder version than was originally reintroduced. This legislation did not affect how the funds were be spent. Legislation prohibits CRA's from spending funds on tourism related events, and Farmer's Markets. A bill for cancer coverage for firefighters passed and signed into law on May 3rd. It is unknown how this bill would affect local budgets. There are requirements about how much the City can put into new retirement plans based on a certain status.

The scooter bill passed. The bill adds new regulations how scooters are classified, but it does not require municipalities to permit or authorize scooters. A tree-trimming bill passed. The measure allows people to trim can trim or remove trees from their property if they deemed are a danger or a hazard for upcoming storms as long as a licensed arborist determines it is a danger or hazard for a pending storm. Other legislation that passed was 5G legislation, which was pushed by the telecom industry. It speeds up and expedites some of the local small cell permitting. It does not change anything that was in

place a few years ago, rather it speeds up the time to respond to it. Another bill, which received attention, pertained to plastic straws. The Senate put a five-year moratorium in place, but the Governor vetoed the bill. The veto letter regarding plastic straws was that the State should allow local communities to address the issues through the local process. HB 7103 pertained to growth management. It is a broad and comprehensive bill dealing with impact fees, attorney fees and challenges to the Comprehensive Plan. Local governments want it vetoed, but it was not been sent to the Governor. Mr. Forrest will continue to advocate in opposition to the bill and hope they will be successful.

The next Session for 2019 will begin in September. Dates for the fall interim committee-meeting schedule listed as were the legislative session dates. In 2020, Session will start January 14, 2020 and end March 13, 2020. The leadership and committees may stay the same, but the issues do not. Mr. Forrest anticipated transparency measures and gaming issues being a big topic. The Seminoles pulled back \$350 million in a gaming compact.

Commissioner McCray asked how long the City has been using the firm. Mr. Forrest responded since 2014. The City had also used Ballard prior to 2009 and resumed using the firm in 2014.

Mayor Grant requested Mr. Forrest email him when the Department of Agriculture creates new legislation regarding hemp. Mr. Forrest agreed and announced Palm Beach County Days will be somewhere around January 14th, 15th, and 16th approximately.

B. Presentation of the City's Comprehensive Annual Financial Report for FY 2018
by Scott Porter, Partner of Caler, Donten, Levine, Cohen, Porter & Veil.

Mara Frederickson, Director of Financial Services, introduced Scott Porter a partner with the City's external auditors. The report is available online and in the Library. Mr. Porter explained the report has four sections. The most important section is the second part regarding their opinion on the financial statements. The firm uses the Governmental Accounting Standards and the firm gave an unmodified opinion. This is the highest level one can receive. The firm receives a copy of audit reports and incorporates the financial information into the City's Financial Statement. He noted the audit contains the actual financial statements and there is a statement of net position, which is a balance sheet. The governmental is primarily of the General Fund and the business type activities consisting primarily of the water and sewer operations. Total assets, as of September 30, 2018, was \$446M. In total, the liabilities were about \$269M leaving a net position of \$182M. The net position increased for both the governmental and business type activities, which increased in total by \$10.8M for 2018. The majority of \$9.3M was from governmental activities/general fund and the balance of \$1.5M was in the business type activities, primarily the water and sewer fund. The last issue was the general fund budget to actual comparison reflected revenues and expenditures and the original and amended budgets and a variance. The General Fund revenues were \$71.2M. Expenditures were \$84.9M. Other transfers in were \$13.2M leaving a negative expenditure in excess of

revenue of about \$417 thousand for the year. There were no compliance issues. The internal controls were operating effectively and there were no material weaknesses or significant deficiencies reported in the audit.

Commissioner McCray asked if he noticed any red flags. Mr. Porter thought there were some minor issues, which the reported in their management letter contained in the compliance section of the report. Both of those items dealt with IT and recommendations about how to improve security regarding passwords and strengthening the internal processes.

There was a negative balance in the General Fund. It was the issuance of an installment debt. The revenues were slightly under a \$1M which was estimated in the budget and the over expenditure was in the public safety area. Tim Howard, Assistant City Manager, explained this was due to overtime, salaries.

C. Proclaim June as Immigrant Heritage Month

Mayor Grant read the proclamation declaring June as Immigrant Heritage Month. No one was present to accept the proclamation.

D. Proclaim the week of May 18-24 as National Safe Boating Week.

Mayor Grant read the proclamation declaring the week of May 18-24 as National Safe Boating Week. Present to accept the award was Sherrie Foreman, Flotilla 54, and Vice Commander. Ms. Foreman thanked the Commission for the proclamation and announced they have 54 members.

Ms. Foreman explained she is also the staff officer for program visitors, member training, and vessel exams. They give free vessel exams for all boats, hold classes every month on boating safety. She cautioned if you own a boat and are on the water, there are no brakes. They main mission is to promote boating safety for everyone. The meetings held on the first Monday of every month, except for Labor Day.

E. Presentation of the 20th annual "Bob Borovy Student Citizen of the Year" award by members of the Education & Youth Advisory Board.

Angelica Nevin, Vice Chair, of the Education and Youth Advisory Board (EYAB) was present with fellow Board Members Lynne Gassant and Lori Wilkinson. She explained they are awarding the 20th Bob Borovy Student of the Year award. Provided history of the award, created by Bob Borovy. Each year, high school seniors write an essay on what they learned from providing volunteer community service and provide three letters of recommendation. The winner must be of good moral character, performed significant volunteer work and made positive contributions to the community. The award is funded through donations secured by the Board and a panel of judges, including last year's

winner, selects the winner. This year the judges were Kevin Homer, Boynton Cares; Jeannie Heavilin, Sister Cities; and Alana Thomas, last year's award winner. She announced the recipient of this year's \$1,000 Bob Borovy Award is Kathleen Wilkinson. Ms. Nevin listed Ms. Wilkinson's noteworthy accomplishments. Ms. Wilkinson plans to major in stage management and her goal is to attend the University of Miami. Lori Wilkinson, a member of the EYAB, said she was very proud of her daughter. Members of the City Commission congratulated Kathleen Wilkinson.

F. Announce Disaster Preparedness Tax Holiday from 5/31/19 - 6/6/19.

Mayor Grant announced the tax holiday and listed the various tax-free items.

G. Fire Department to give brief presentation of their operations.

Glenn Joseph, Fire Chief, made a presentation on Fire Department Operations from 2018 to date. He announced there are five fire stations located throughout the City. Station No 1 was under construction and relocated from original location. The Department has 135 firefighters, 10 administrative staff, 7 fire inspectors and 12 Community Standards Specialists. The Department provides contracted Advance Life Support and Fire Protection services to four other municipalities. He listed the statistics regarding calls received for the last three years. Year to-date the Department received 4,849 calls, which was an upward trend of 1% to 2% per year. Emergency Medical Services were about 10,000 annually also with a slight increase over the last two years. He anticipated there would be 11,000 calls this year. Vehicle accidents were up slightly and structure fires were decreasing. The best decrease pertained to opiate related overdoses. He explained the protocols have changed to improve the way staff identify and diagnose those in the field, for strokes and cardiac related injuries. There were an increase in gunshots injury.

Fire prevention is to protect the public in public areas and there were more inspections this year than last year. They were very busy in 2017 and 2018, but the Department is seeing a reduction in the number of violations.

The Department's Rapid Intervention Team (RIT) won National Championship. The Department sent a team to help with Hurricane Matthew relief efforts. Hired eight firefighters in March, three of which were veterans. Two were born and raised in Boynton Beach and the Department was trying to recruit from the local talent pool. The Department purchased three rescue trucks with air conditioners. Research showed that high temperatures during storage reduces the effectiveness of medicine, so they added air conditioners to maintain the temperature inside the trucks. The seats have restraints in the event the truck rolls over, and there are airbags to keep firefighters safe during transports. The Department adopted a clean cab concept to eliminate keeping gear or equipment in the back of the trucks. The department was consolidating all data into one database, including legacy data. This will provide better business analytics and data in real time.

An AFG Federal Grant funds paid for Gear Drying system and ventilation system. Chief Joseph explained contaminated gear because chronic occupational illness and the department try to remove as much as possible. They have a vehicle for special events through a grant from Firehouse Subs. The Fire Department held community events such as a golf tournament, which raised \$6K for juvenile diabetes research, fund, had a fishing tournament this year raised \$9K, and the Muscular Dystrophy Collection. Last year the firefighters raised almost \$50K for MDA. The favorite event was delivering Christmas gift to children in Bethesda hospital over the holidays. Firefighters deliver the gifts in uniform on Christmas Day in the fire truck. Chief Joseph advised the Department delivers the best service in the most fiscally responsible way.

Commissioner McCray asked if Narcan usage decreased commensurately with the opiate decrease and learned it did. Chief Joseph informed the Commission the Department received a \$25K grant to purchase Narcan. Mayor Grant was looking forward to the upcoming pancake breakfast and the Explorer program starting in June or July 2019. There were several promotions in the fire department. Matt Petty was promoted to Chief. A Hurricane Preparedness Report will be given May 30th.

Commissioner Romelus praised the Explorer program. Chief Joseph explained if they attract youth in high school and give them direction and focus, even if they do not join the fire department, the youth would learn how to dress and present themselves. It has a positive impact on their long-term success, academically and professionally. It is an opportunity to see a different way of life. The children meet once a week, go to the station, learn about equipment, station life and a ride along. The program was for youth entering high school to 20 years old. The goal is to show a way of community service. Twenty graduates of the program became firefighters, another 20% entered doctor, nursing and engineering programs. There are strict academic and behavioral requirements to participate in the program year. Chief Joseph was here for three years. Commissioner McCray thanked him. Stated Department morale was up and there was a phenomenal turn around in the Department.

- H. Chief Joseph to announce a partnership between the City and Palm Beach Atlantic University (PBAU) to offer a Bachelor of Science degree in Organizational Leadership.

Chief Joseph explained Firefighter Jamar Marriot proposed a Bachelor's program in the City. He made some contacts, put out an interest on demand. The program would be on campus in the City, reduce tuition costs via a scholarship and defer tuition until after the tuition assistance in the City arrives to reduce out of pocket costs.

Tim Worly Palm Beach Atlantic University. VP Admissions and Joe Sharpe, Director of Graduate, Evenings and Online Programs were present. Provided a history of the University, which offers master bachelors and doctoral degrees. They are glad to be a part of the program and he thanked the Chief. One of their schools, the

McArthur School of Leadership has a Bachelor of Science in Organizational Leadership degree. The program provides conflict resolution, leadership, cultivating the right workplace culture and other benefits. One feature is they give professional education credit to people that have work experience. They are excited about the partnership. Boynton Beach Employees can take classes at Fire Station No 5 related to the aforementioned degree and the non-related courses can be taken online. Anyone in the City can take the class and they want to grow the next leaders from employees now. Brochures were available and classes start in August.

- I. Budget input opportunity. Members of the public are invited to provide input to the City Commission in regards to the upcoming FY19/20 budget.

Mayor Grant read the announcement inviting the public to provide input on the budget during public comments at the City Commission meetings leading up to the budget workshops.

Shawn Gross, 1604 Coastal Bay Boulevard, commented aesthetics are everything. He was aware the City added LED lighting on the tower where it says Boynton Beach. He requested the tower be cleaned because it is so black from mold one cannot see the words Boynton Beach. He pointed out it was the first thing people see when they come to the City.

Peter Janus, 1213 Coastal Bay Boulevard, requested funds be allocated to address Homing Inn.

Susan Oyer, 140 SE 27th Way, expressed more lights were needed in the parks and especially the neighborhood parks such as the Betty Thomas Park. She suggested the lights remain on until midnight during summer, Christmas/winter and spring breaks. The youth appreciate that she asks for the lights to be on later and she requested it be done on a regular basis in all the parks so youth will have activities and stay out of trouble. She suggested allocations for lights and cameras. Indicated Betty Thomas Park has drug dealers. She thought it might push crime out of the City.

Herb Suss, 1711 Wood Fern Drive, asked what the millage rate was and learned it was 7.9 mils. He suggested raising the millage rate to meet the increased expenses. He thought it was better to have little extra and he supported raising it to 8 mils

- J. Press release regarding Veteran Memorial Day Weekend.

Mayor Grant announced the City of Boynton Beach and the Boynton Beach Veteran's Task Force would host the Annual Memorial Day Observance at Boynton Beach Memorial Park. The public was invited to assist fifth grade students from St. Joseph Episcopal School and Home Depot employees placing flags at the gravesite of each veteran. On Saturday, May 25th, students from Atlantic High School will place crosses on each

veteran's grave. On Sunday, May 26th, a solemn ceremony by Mayor Grant will take place. He was grateful that Boynton Beach Veterans organized the activities with various post commanders reciting the names of departed veterans. Anyone needing more information should contact Tom Kaiser or Stanley Gavlick at the numbers he provided.

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 27th Way, asked if the compensation discussion would be moved and if there will there be public input on it or if it would be on the Consent Agenda. Mayor Grant explained he received her comment card and they were pulling every single item on the Consent Agenda and she would speak on all items.

Vice Mayor Katz did not support hearing each item on the Consent Agenda and asked who authorized the change. Mayor Grant responded he did. Commissioner McCray did not believe he had the authority to make that change. Vice Mayor Katz noted the compensation item was not part of the Consent Agenda. Converting the Consent Agenda to individual items required a vote. Commissioner Romelus understood Item 11A would be moved before Consent Agenda. Mayor Grant agreed but they are not at the Consent Agenda.

Ms. Oyer commented school ends May 31st. She reiterated having lights on at all the parks until 11 p.m. or 12 midnight. She noted the Governor was supporting home rule and she supported banning Styrofoam, plastic straws and sunscreens that contain oxybenzone and octinosate, which were two chemicals killing coral reefs. She supported taxing plastic bags. It would be easy to enact. They could pay four cents to the retailer and the rest would come into the City as added revenue. Ms. Oyer was aware Chicago taxed the bags but was unaware of another City in Florida did.

Herb Suss, 1711 Wood Fern Drive, announced he was the last member of the Community Emergency Response Team (CERT) and someone stepped up and took the class. This was a very worthwhile program, which assists during hurricanes as well. He advised the garbage was not picked up at Quail Run and it is a health hazard. He had spoken with Commissioner Penserga about Alzheimer's. Mr. Suss also asked if anyone has been to the golf course, which is making money. Lastly, he commented if someone breaks the law, there should be consequences. He announced it was the same on the federal level and there was complicity in the various branches of government. He felt no one was above the law and the Country is now in a constitutional crisis. He urged all to vote.

Mayor Grant requested a report on the Golf Course.

No one else coming forward, Public Audience closed.

- A. Mayor Grant has requested to discuss the Commission expense allocation stipend. Below is the current information concerning the Commission's compensation?

Mayor Grant asked when the last time the Commission expenses reviewed and learned it was 2004.

Tim Howard, Assistant City Manager, explained compensation was in two parts. The salary in the City's Charter implemented via referendum in 2004. In 2004, the Mayor's salary was \$12K and Commissioners were \$9K. When the referendum was passed and the Charter was changed, the salary increased to \$18K for Mayor and \$15K for Commissioners, with an annual increase based on the Consumer Price Index (CPI) every April 1st. As of April 1, 2019, the Mayor's salary is at \$23,821 and the Commissioners are at \$19,853. The other component of compensation related to the expense allocation, set by Commission resolution. The last change to the resolution caused a reduction in 2010. In 2009, the Mayor's expenses were \$7,571 annually, and Commissioners received \$7,200. In 2010 during the budget workshop, the Commission, based on the budget issues at the time, voted to reduce the amount to the current amount of \$7,117 annually for the Mayor and \$6,582 for Commissioners. Mayor Grant commented he asked Mr. Howard if he should itemize his expenses instead of taking a stipend. If there is nothing they would like to change, they can move on. Vice Mayor Katz did not support an increase, nor did Commissioner McCray.

David Katz, 67 Midwood Lane, read a quote by Mwai Kibaki. He thought an increase in the stipend might be greedy as it is a part-time job. The Mayor makes over \$30k with the expense check and Commissioners make slightly over \$26K. When he was a Commissioner over 25 years ago, his salary was \$350 and \$375 a month with an expense check. He commented the expense check was income. He liked the idea Mayor Grant suggested that his \$7K at the beginning of the year should be an account and he turn in a receipt each time he wants to use it. He thought it should be the same for the City Commission.

Susan Oyer, 140 SE 27th Way, commended she did not favor an increase in compensation. It is her tax dollars and it is a part time job. She thought it would set a precedence for the future. She favored the money be used for parks and catching drug dealers.

Brian Fitzpatrick, 409 NE 1st Street, thought the expenses should increase. If salaries was raised 5% annually since 2010, Commissioners would earn \$10,203, and the Mayor would earn \$11,040. The salaries are too low and the City has the most talented City Commission and CRA that have effected changes in the City. He supported the increase in salaries and stipends and getting rid of term limits.

Herb Suss, 1711 Wood Fern Drive, thought there should be a slight increase in salaries to keep the talent as long as the raise is appropriate. Mayor Grant explained in order to change the salary, there would need to be a referendum, because it is based on the City Charter. They could change the expense amount. There were higher expenses during boom years. The only thing they could do was increased expenses based on inflation if the Commission desired. Mayor Grant repeated the expense accounts for the Mayor and Commission. Mr. Suss supported increasing the Mayor's expenses by \$1,400 or \$1,500 and the Commissioner \$1,000.

Commissioner Romelus did not think it was the time to speak about finances with the various ongoing projects in the City. She favored speaking about it in the future when things calm down and they have secured the city's financial position.

Commissioner Penserga moved to reject an increase.

Mayor Grant asked if the Commission was willing to itemize their expenses and learned they were not. Vice Mayor Katz did not support raising compensation or changing the process.

5. ADMINISTRATIVE

- A. Appoint eligible members of the community to serve in vacant positions on City advisory boards.

There was an applicant for the Historic Resource Preservation Board.

Motion

Commissioner McCray moved to appoint John Bryant as an Alternate. Commissioner Romelus seconded the motion.

Vote

The motion unanimously passed

There was an applicant for the Recreation and Parks Board

Motion

Mayor Grant moved to appoint Richard Bonnell as an alternate. Commissioner McCray seconded the motion.

Vote

The motion unanimously passed

6. CONSENT AGENDA

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

- A. **PROPOSED RESOLUTION NO. R19-054** - Authorize the Mayor to sign a land use agreement between the City of Boynton Beach and Journey Church for the 4th of July event to be held Thursday, July 4, 2019.
- B. **PROPOSED RESOLUTION NO. R19-055** - Authorize the City Manager to sign Omnia Maintenance Agreement with Thyssen-Krupp Elevator Corporation of Kennesaw, GA for annual elevator inspections and service/repairs in various City facilities utilizing the National Intergovernmental Purchasing Alliance contract R150801 for an estimated monthly amount of \$1,855. National Intergovernmental Purchasing Alliance procurement process satisfies the City's competitive bid requirements.
- C. Approve the "Eden Ridge" record plat, conditioned on the approval being the certification of the plat documents by the City Engineer.
- D. Approve an increase of \$40,000 to the existing purchase order for sodium chloride with Morton Salt utilizing the previously approved Palm Beach County Bid No.18-069/MB which expires August 19, 2019. This will bring the total approved expenditure to \$200,000 for the year.
- E. Approve Task Order UT-2C-03 with CDM Smith, Inc. in the amount of \$99,960.00 in accordance with RFQ No. 046-2821-17/TP, General Consulting Services Contract, Scope Category C awarded by City Commission on August 7, 2018 for work on a Hydraulic Analysis for the Downtown Stormwater System.
- F. Accept update on red light camera program.
- G. Accept second quarter report on operations of the Schoolhouse Children's Museum and Learning Center for FY18/19.
- H. Accept the Fiscal Year 2018-2019 Budget Status Report of the General Fund and the Utilities Fund for the six (6) month period ended March 31, 2019.

- I. Accept the written report to the Commission for purchases over \$10,000 for the month of April 2019.
- J. 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 May 21, 2019- "Request for Extensions and/or Piggybacks."
- K. Approve the minutes from City Commission meeting held on May 7, 2019.

Commissioner Penserga pulled Item 6.F.

Mayor Grant explained he got a request from the audience to speak on every item on the Consent Agenda. Vice Mayor Katz questioned the intent of the meeting, which is to conduct City Business and not to hold a public hearing on every item. He stated in the three years, there was never an instance where anyone wanted to speak on every consent agenda item. There were 11 items on the Consent Agenda, which was 39 minutes of public comments by one individual.

Commissioner McCray commented the Commission should abide by the rules of the Commission, which states, "Consent Agenda Items: These are items which the Commission does not need to discuss individually and which are voted on as a group. He thought they have not made a change in the procedures and the Commission should stick to the rules.

Mayor Grant asked Ms. Oyer if she wanted to speak on every Consent Agenda item. Ms. Oyer responded she just wanted to speak on any item on the agenda.

- F. Accept update on Red Light Camera program.

Sergeant Phillip Hawkins, Boynton Beach Police Department, overseeing the Traffic Unit, explained the program is six years old. There were 19,117 violations from October 1, 2017, to April 30, 2018. Violations from October 1, 2018 to April 30, 2019 were down considerably. He reviewed the violations by month. There were higher violations in February, March and April, which he assumed were from the snowbirds, but there were significantly down in October, November and December. There was a 12% decrease in violations, which was significant. There was a 3% increase in volume for the year and a 53% decrease in crashes at Red Light Camera intersections. The recidivism rate was 98% have only violation. Two Paid Notices were 2%, which means they have not had a repeat after 2% and the 3 or more was .001% and the percentages were since the program started. Traffic volume increased 54% from 2013 to 2018. The violations increased 76% from 2013 to 2018. In 2018/2019, violations decreased and the traffic volume increased for the year increased another 3% meaning in six years, traffic volume increased by 57%. Sergeant Hawkins emphasized these statistics were for only monitored intersections. If they included other intersections and conducted a traffic

engineering study with trip counts, the volumes would increase tremendously. The program promotes traffic safety and reduces intersection crashes. The difference between the violation and a ticket was a ticket cost \$264 and results in four points on one's license. Instead, the driver receives a \$158 violation fine with no points. The cameras helped solve other crimes for the City and other law enforcement agencies. The cameras have been instrumental to help resolve 33 homicides since its inception, 78 accidents, 40 police investigations, 39 robberies, 24 hit and runs.

Commissioner Penserga asked if the violation reduction was for all intersections or was an average and learned in 2017, there was a dramatic reduction for all of the intersections except for Boynton Beach Boulevard and Seacrest Boulevard went up 2.6%. W Woodbright Road and SW 8th Street went up 4.2% and SE 23rd Avenue and Federal Highway went up 3.7%. Sergeant Hawkins point out the increase at Boynton Beach Boulevard and Seacrest Boulevard was due to the construction from FDOT construction on I-95

Snowbirds and other visitors accounted for 20% or less of the red light violations. In 2017/2018 Woodbright Road and Congress Avenue had 11 crashes at the intersection and this year had six crashes. There were 21 crashes at Gateway and Congress Avenue in 2017/2018. In 2018/19, there were nine accidents at this intersection. There was one crash at SE 23rd and Federal Highway last year and 1 last Sunday night. Commissioner Penserga questioned why SE 23rd Highway and Federal Highway had an unusually high number of violations. Sergeant Hawkins explained the highest percentage is going northbound and there are no lights between Gulfstream and SE 23rd Avenue. The speed limit is 40 and then 35 approaching SE 23rd. The light timing is correct and the system self-checks the calibration; Sergeant Hawkins does physically as well.

Vice Mayor Katz commented for the benefit of the public, the City has no authority to alter any traffic patterns or traffic signals. The speed limit is 35 mph. The Florida Department of Transportation (FDOT) recommendation for yellow lights is 3.5 seconds and the County added half a second more for a total of 4 seconds. Congress Avenue has a five second yellow light because of the speed. It was suggested more violations occur at SE 23rd Avenue because motorist anticipate a 5-second yellow light but only get 4 seconds. Sergeant Hawkins advised it had to do with speed, but the vehicle, especially new vehicles could easily stop on a dime even at 50 mph with a 4-second yellow light. Vice Mayor Katz, commented people are less inclined to run a traffic light at large intersections.

Motion

Commissioner McCray moved to accept the report. Vice Mayor Katz seconded the motion.

Vote

The motion unanimously passed

Mayor Grant pulled item 6.G.

- G. Accept second quarter report on operations of the Schoolhouse Children's Museum and Learning Center for FY18/19.

Mayor Grant asked how the construction has affected the budget.

Suzanne Ross, Executive Director, Schoolhouse Children's Museum, responded it affects operation in terms of admissions, members; however, they obtained a significant the first quarter. The second quarter, operationally, was doing as well as they did last year. They were down slightly on memberships, but they had a fundraiser. Year-to-date they were on par and there was no telling what the future may bring. The significant test will be when Ocean Avenue closes in late June. Patrons will have to maneuver a different traffic route to the Museum. She commented people are creatures of habit. The good news is during the summer when it is hot, people look for indoor activities and she thought people would be more inclined to seek out the Museum.

Motion

Commissioner Romelus moved to approve. Commissioner McCray seconded the motion.

Vote

The motion unanimously passed.

Motion

Commissioner Penserga moved to approve the remainder of the Consent Agenda. Commissioner McCray seconded the motion.

Vote

The motion unanimously passed

7. BIDS AND PURCHASES OVER \$100,000

- A. **PROPOSED RESOLUTION NO. R19-056** - Authorize the City Manager to sign a contract utilizing the Palm Beach County Contract # 2017055 with Wynn & Sons Environmental Construction CO. Inc. for the resurfacing and installation of cart pathways at the Golf course with an estimated annual expenditure of

\$177,720.50 plus a 10% contingency of \$17,772 for unforeseen conditions for an estimated total expenditure of \$195,492.50. The Palm Beach County procurement process satisfies the City's competitive bid requirements.

Mayor Grant read Proposed Resolution 19-056 into the record by title only.

Motion

Vice Mayor Katz moved to approve. Commissioner McCray seconded the motion.

Vote

The motion unanimously passed.

- B. PROPOSED RESOLUTION NO. R19-057** - Approve and authorize the City Manager to sign an Agreement with the Haskell Company in the amount of \$140,000 for programming, architectural, engineering, pre-construction services and development of a Guaranteed Maximum Price (GMP) proposal for the proposed Utility Water Quality Laboratory project to be located adjacent to the Fire Rescue Station # 2, Boynton Beach, Florida.

Mayor Grant read Resolution R19-057 into the record by title only.

Motion

Vice Mayor Katz moved to approve proposed Resolution R19-057. Commissioner Penserga seconded the motion.

Commissioner McCray wanted staff to explain the item.

Joe Paterniti, Utility Director explained recently the Board approved staff negotiating a contract with the Haskell Company to establish a Phase I cost for the new laboratory on Woodbright Road. This item needed approval for the \$140K for the Phase I services, which includes the design for the remainder of the project. The project was a design build project with two phases. The first phase was to develop engineering and develop a guaranteed price for the second phase of construction portion of the lab building. Currently, staff is using a smaller lab at the West Water Treatment Plant, but with growth, they have to move out. It needs a lot of repair and a decision was made to use the budget that was approved to build a new lab. It would be a more modern facility located centrally, with designated areas and new equipment. Staff will have to provide water and sewer service to the lab. It is adjacent to Fire Station 2 and they can tie into their lines. They will have to make a connection on Woodbright Road.

Vote

The motion unanimously passed.

- C. Approve Task Order UT-4B-01 with CDM Smith, Inc. in the amount of \$153,520 in accordance with RFQ No. 046-2821-17/TP, General Consulting Services Contract, Scope Category B awarded by City Commission on August 7, 2018 for work on the Lift Station No. 317 Force Main By-Pass project.

Mayor Grant presented the item.

Motion

Commissioner Penserga moved to approve. Commissioner McCray seconded the motion.

Commissioner McCray asked if the funds were coming from Utility Funds and learned they were. Lift Station 317 on Boynton Beach Boulevard just west of Congress on the north side of the road. The project would divert the forced main going to station directly to the South Central Plant reducing the demand on the lift station and increasing the life span of the lift station.

Vote

The motion unanimously passed.

- D. Approve Task Order UT-1B-02 with Carollo Engineers for \$198,810 in accordance with RFQ No. 046-2821-17/TP, General Consulting Services Contract, Scope Category B awarded by City Commission on August 7, 2018 for work on the Congress Avenue Force Main Isolation Valves project.

Mayor Grant presented the item.

Motion

Commissioner McCray moved to approve. Commissioner Penserga seconded the motion that unanimously passed.

- E. Approve an increase to the estimated annual expenditure to the "Cooperative Bid to Furnish, Deliver and Discharge Quicklime" with Lhoist North America by an \$170,000 increasing estimated annual expenditure from \$350,000 to \$520,000 for the remainder of fiscal year 2019.

Mayor Grant presented the item.

Motion

Vice Mayor Katz moved to approve. Commissioner McCray seconded the motion.

Commissioner McCray asked if these items would come forward each month. **Collin Groff, Assistant City Manager** responded they would. It was thought there was a better way expedite the items and the discussion could be a Future Agenda Item. There was agreement to do so.

Discussion followed about creating a Consent Agenda for Utility Enterprise Funds. Ms. LaVerriere explained the agenda had this previously, but because of the dollar amount, the City Commission wanted the items discussed. By moving them to a Consent Agenda, they can items as needed. Commissioner McCray explained, as a nonprofessional, he does not know what the items accomplish. Attorney Cherof suggested having a quarterly report treated as a Consent Item. Commissioner McCray liked the idea.

Mayor Grant requested having a Consent Agenda for any items over \$100K. The items will be separate but could be approved all at once.

There was a consensus.

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.

- A. Approve Conditional Use and Major Site Plan Modification for the construction of a 1,927 square foot Taco Bell Restaurant, drive-through and related site improvements, located in a C-3 (Community Commercial) zoning district. Applicant: Raymond Funk, Coastal QSR, LLC ***(Tabled at the March 19, 2019 Commission Meeting) (Applicant requests tabling continues to May 7th meeting.)(Applicant requests tabling continue to May 21st meeting.)***

Motion

Commissioner McCray motion to remove from the table. Commissioner Romelus seconded the motion.

Vote

The motion unanimously passed.

Mayor Grant presented the item. Attorney Cherof administered an oath to all those intending to testify.

Ele Zachariades, Dunay Miskel, and Backman, LLP, 14 Southeast 4th Street, Suite 36, Boca Raton, on behalf of Taco Bell, reviewed the proposed Taco Bell facility on the North West corner of SE 23rd Avenue and South Federal Highway. She indicated the subject site is a vacant parcel on .77 acres. The zoning is Community Commercial C-3. The applicant was seeking site plan approval of the restaurant and a conditional use approval for the drive through.

She explained the property to the north of the site is zoned C-3 same as the subject property, but was developed as multi-family. The area to the left was vacant land, also zoned C-3, and the area to the south has a gas station on the corner of SE 23rd and Federal Highway and further south of SE 23rd Avenue was the Coastal Bay multi-family community. Across Federal Highway to the east was the Tuscany multi-family communities. She advised they met with both communities individually.

Ms. Zachariades explained they worked with staff regarding the site plan. Typically, Taco Bell restaurants have a building in the center of the site, with a circulating drive through, but staff wanted an urban pedestrian friendly design and pushed them to situate the building up to Federal Highway to increase pedestrian activity on that corner. Taco Bell would also widen the sidewalks on Federal Highway to eight feet. Since the developments to the east and south are multi-family housing, bringing the building forward to abut Federal, they were able to consolidate the drive through and parking to the west of the building. Staff reviewed the multiple revisions of the plan, which meets the Code, met with the County, and received approval. The building would be situated in the front but still have 13 feet from the building to the property line and 32.5 feet from building to the property line from the south and 190 feet from the west property line. The drive-through facility is located completely behind the restaurant structure and is not visible from South Federal Highway. Ms. Zachariades indicated the proposed plan meets or exceeds all setback requirements.

Height of building and structures, with reference to compatibility and harmony with adjacent nearby properties, and the City of Boynton Beach as a whole. Ms. Zachariades stated the building designed as a one-story structure, with the parapet wall at a height of 22 feet and two (2) inches, which is compatible with the structures on neighboring properties, and under the maximum allowable height of 45' in the C-3 zoning district.

The applicant was providing 20 parking spaces as required by Code. Having the building in front and parking and drive through in rear, the applicant was able to provide a lush landscape. The applicant was providing 56 trees and 300 other shrubs, which was significant for the size of the property.

Ms. Zachariades provided some color building elevations. Noted there are 13 conditions of approval, which the applicant have met.

Patricia Tice, Licensed professional engineer and certified planner, explained she specialize in site plan analysis and urban design. A fast food restaurant is typical use for this zoning. The trip generation report average is 900 trips a day; Taco Bell has a breakfast menu but was not used as frequently as a McDonalds or Burger King. Peak hours are 62 trips. Ms. Tice noted there is a traffic intersection issue. The right turn lane is 45 feet long and can store 2.5 cars, which was not long enough. The proposed turn lane would be 165 feet. Federal Highway stacking lane would go south to west on SE 23rd Ave.

Ms. Tice indicated Palm Beach County has targeted this intersection for improvement; they have been waiting for development. The County needs right-of-way. They can extend the right turn lane out which was more appropriate for the site. The existing turn lanes are not stripped, people crossing 23rd into Tuscany are not sure which lane to take. This adds additional conflict in this area.

Ms. Tice noted resident would like to have a coffee or donut shop. This would increase the trips to 175. The roadway upgrades will include mast arm signals, new signal, restripe and remarking the entire intersection, widening the sidewalk to 8 feet on Federal Highway. The current turn lane is 155 feet the proposed turn lane would be 238 feet. Palm Beach County reviewed approved the conceptual plans. The County has already funded the right-of-way needed to be acquired from the gas station and the Taco Bell and \$650,000. There was a condition of approval regarding the driveway alignment. Feedback from the neighborhood did not support the alignment. Indicated it does not make a difference

Ms. Zachariades clarified what were peak hours and trips. Taco Bell was not an AM or PM, shop they are a lunch service. With regard to improvements on 23rd, the project needs to move forward.

Mayor Grant stated he currently sits on the Palm Tram Service Board. There was currently a bus stop on the Southside of southeast 23rd Avenue. He see a bike stop, he requested, as a condition of approval, if Palm Tram believes this was a better location for the bus stop would the applicant move the bus stop. Ms. Zachariades agreed. Mayor Grant asked the applicant to speak with Palm Tran regarding the bus stop.

Mayor Grant opened public comment

Herb Suss, 1711 Wood Fern Lane, indicated this was a good situation for Taco Bell. He stated 23rd and Federal highway was a big traffic problem. He goes there a lot and he wants to know if they took into consideration the snowbirds.

Michael Walstrom, 1505 Coastal Bay Boulevard, spoke about the drive through at Taco Bell. The overriding issue for the intersection and traffic. He reviewed a computerized traffic models before and after the Taco Bell. The model showed the current congestion and the easing after the proposed County modifications. What was not on the traffic study or present was the Taco Bell or the 899 cars in the drive through turning left going to the drive through. The models showing the congestion did not include the Taco Bell. He brought it up to the traffic engineer for the project, without the project. He quoted, not really not of that. He did not think the City Commission should accept the study. The traffic study says it would create 449 new and unique daily trips. He thanked the Police Department for their presentation and the Planning and Development board did not support the application.

Shahn Gross 1604 Coastal Bay, President of the HOA, stated the traffic engineer did describe the demonstration on the laptop. Mr. Gross stated 99% of all fast food restaurants have multiple points of ingress and egress. The applicant feel it is one car a minutes for drive through, there will be compounding cars. They will have five employees per shift plus two for handicapped spaces, leaving 14 spaces, and then parking and the drive through. The other problem is how many people will cross the yellow line. There will be accidents. He indicated there are some other concerns, noise, trash, pollution. Between Coastal Bay and Tuscany there is \$100M in real estate a fast food restaurant did not increase anyone's value. They have the traffic there to capture the sales. There will be noise from the drive through at 2 a.m. Mr. Gross requested the Commission to vote no.

David Katz, 67 Midwood Lane, Chair of the Planning and Development Board. The Board met on this item 3 months ago and they did not have the traffic study. The City should not just accept it because it is a vacant lot. He explained you cannot deny the construction of the restaurant, but you can deny the conditional use. Even if the County says it is good, does not mean it was good for the City. He suggested the application be denied

Susan Oyer, 140 SE 27 Way, stated she does not support the Taco Bell. Her neighbors support the application. The traffic needs to be dealt with, suggest from 7 am to 9 am in the morning, can it be a right turn only out of the drive on to SE 23rd to avoid stacking the lanes. If there will be an increase in traffic heading south, if there was a way to allow making a U-turn. Ms. Oyer indicated electric car charging stations were needed. Asked if the roof would be white to help heat mitigation. Asked if there were going to be specific butterfly plants. She spoke about 32 palms but they serve little purpose or shade, requested swapping out the palms for shade trees.

Art Lincoln said no one mentioned there is a school bus stop at this intersection and blocks the intersection. After school, the bus stop again and unload the kids by the gas station. The City of Delray has one taco bell; the City Boynton Beach will have two.

No one else coming forward, Mayor Grant closed Public Comment.

Ms. Zachariades stated in response to Susan Oyer request for shade trees. The applicant was happy to work with the City and was willing to add this as an additional condition. Michael from Coastal Bay made a comment about meeting with the traffic engineer; all studies obviously include the Taco Bell and the drive through. The simulation included the Taco Bell; there was not a physical structure.

Patricia Tice indicated the project was included it shows new trip and pass by trips, they are checked from the intersection into site and out they are all tracked. Cueing analysis is not typically required. They will not allow a site designed to run onto a street, as it is bad for business. With the trip generation estimates, expect 30 entering and 33 leaving during peak hours. That would be one car every two minutes. Ms. Tice indicated 900 trips of day was ordinary.

Ms. Tice indicated the intersection at 23rd and Federal Highway was a problem. Once the intersection was improved, the number of people running red lights may decrease. The intersection will be no less safe than any other intersection but it will be substantially safer after the Taco Bell was built.

Lorie LaVerriere indicated staff had a presentation.

Amanda Bassiely, Principal Planner, provided some changes made to the conditions of approval are already integrated into the back up. Condition 4, the joint use driveway shall be adjusted to the west to align with the centerline of Coastal Bay driveway to the south. Condition 9, provide Palm Beach County Engineering approval of the proposed project to ensure they will not require a corner clip or additional right-of-way. If the County required additional corner clips or right-of-way at time of permitting, it may require a Major Site Plan Modification, which requires additional public hearings. To make sure the building in relation to the street. Condition 13, the elevations are facing west, does not meet Codes. Glazing requirements not being met as well as needing to meet a 25% transparency. Condition 18, sanitary sewer lines shall be placed underneath the sidewalk to maximize the landscaping types allowed in the east and south perimeter landscape buffers. No trees are permitted to be planted within 5' of any utility line. The site plan may require revisions to provide the required landscaping along SE 23rd Avenue and install the required force main within the required 10' easement.

Mayor Grant requested clarification regarding the windows, does the applicant need more or less windows. Ms. Bassiely responded they needed more windows.

Mayor Grant requested the locations of the lift stations. Ms. Bassiely responded this was condition 1; lift station would go directly to the west of the lease line. Indicated it was not on the parcel being developed. It was a 30 feet by 30 feet easement. The lift station was

underground. Mayor Grant asked if the applicant needed to secure a lease. Ms. Bassiely indicated they are requiring an easement.

Commissioner Penserga noted the County might come back with additional requests. Requested if there was a timeframe. Ms. Bassiely responded the City did not have a timeline. The City has received two letters from the County. One of the letters stated some concerns, which the applicant worked through with the County. The other letter included some additional right-of-way and corner clips.

Vice Mayor Katz asked what staff position was regarding to the traffic situation of the county changes, and the giving of a portion of the parcel to the County. Ms. Bassiely stated she was not a traffic engineer, but staff has reviewed the plan and there were not issues.

Commissioner Romelus indicated she was not opposed to Taco Bell, but was at this intersection. As designated by the CRA Consolidated Plans, the City nodes of activity was supposed to be contained within the Woodbright and Federal Highway area. The intersection was not meant for this use or drive through. It does not make since at this intersection. This entire project abutted residential neighborhood except for the gas station. She did not believe it was the best and highest use for this area. If you go west on 23rd, there are physician offices, medical offices. She did not think it was compatible. The numbers mentioned by the traffic engineer was not that impressive in terms of improving the traffic situation. The numbers seems to come down on their analysis. She believed the solution for the residents is something to allow the traffic to go through at a rate, which would not hold back. One of the best anecdotal example was how everything will backup. People will do what was simple and easy. Commissioner Romelus stated this is one of the worst Red Light Camera infraction. It was mention that it would be bad for business if traffic backs up into the road, the Dunkin Donuts was approved and traffic backs up onto Boynton Beach Boulevard, which is one of the busiest roads in the City. It was one of the most dangerous intersection in Boynton Beach. It was good for their business. It is a boost for the business to see the customer coming. Unlike Congress Avenue, which has, three lanes, which can accommodate for the traffic, 23rd cannot. As the Commissioner, she could not support this.

Vice Mayor Katz indicated the most important things, which, they have zoning and land use for a reason, so elected officials cannot subjectively on their whim and opinion to decide which business they want. The reason for the land use was for equal treatment. He understood the sentiment was not to have a Taco Bell at this location. The Commission legally could not deny the Taco Bell. The Commission could deny the drive through. The purpose of denying the drive through would be to kill the project. Which would be to deny the property rights of the applicant. Some of the request which were made to be deny, it seem empirical based on what was presented, by placing the right turn lane on Federal Highway will address one of the key issues of stacking. The right land was not property stacked or stripped. In reference to the Dunkin Donuts on Boynton

Beach Boulevard, he did not believe it would not be approved today. The issue was they might have been grandfathered in. He heard all the arguments and based on the traffic studies, and speaking with staff and the County, their position as traffic engineer approved the plan. The City and County staff are not loyal to any one applicant, based on what he heard from professional, this would improve the intersection. Vice Mayor Katz understood the opposition, but did not think if the Taco Bell was ¼ mile down the road anyone would be here. The Planning and Development board is an advisory, and they make recommendations that would expose City Commission to litigation, which the City could not defend. The Commission cannot subjectively deny projects and there would be zero development in the City of Boynton Beach. He would support the project, the traffic is the only objective issue and because of the county's intended improvements, it will be improved.

Commissioner McCray believes in smart growth, as elected official they can deny or approve anything they want. There were many different developments on that site. In 2006, Hemiway Square came before the Commission and presented 21 townhomes, The Commission approved Hemingway Medical office in 2010 but they did not come back. Everyone was speaking about the traffic study; no one was talking about Brightline, which causes a car stack up.

Commissioner Penserga indicated he has not seen the simulation regarding the traffic study. Asked if anyone have seen the simulation.

Mayor Grant asked if the traffic study took into account what was done at the County on March 13th. Ms. Tice stated she was not aware of what happened at the March 13th meeting.

Mayor Grant explained when the stacking issue came up at the Planning and Development Board; he requested a look for the Palm Beach County Engineer, David Ricks. The Engineer stated there was a stacking issue. Palm Beach County was changing from a 20 second to a 30 second east to west bound. Ms. Tice indicated the simulation ran was on the timing in place when the study began. This would not include the improvement in timing.

Benjamin Devries 161 Oakwood Lane, for Taco Bell, indicated the report was rerun. This was done at the request of Palm Beach County. The simulation was just an exhibit to explain the stacking issue.

Patricia Tice indicated there were two different ways to analyze the data. The simulation she ran this afternoon did not show the cue extending behind the driveway.

Commissioner Penserga stated regardless of how the Commission votes, there are traffic concerns at this intersection. He urged all that the City Commission work to alleviate these traffic concerns. Indicated public safety should be priority number one. Commissioner

Penserga asked if this project cause additional accidents. He requested direction on where to go to get the information. Staff from the County explained to him that meeting standards does not equate to less accidents. He feels compelled to vote in favor of the project, in the absent of any additional information from the County. He was also compelled to rely on staff and their professional opinions regarding this project. Staff favored the project as long as the conditions are met. He will vote for the project, but the concerns regarding traffic must be alleviated.

Mayor Grant asked if the applicant accepted all the conditions as well as the new one with the bus stop. Ms. Zachariades accepted all conditions.

Mayor Grant stated he had other conditions. Indicated the City of Boynton Beach has solar panels and shade trees, there are solar canopies at Barrier Free Park and Ocean Front Park. He asked if this was possible to add solar panel with the current plan. Ms. Zachariades responded the applicant was willing to work with staff. Mayor Grant indicated they are required to have Art, stated he would like to see a butterfly garden. Ms. Zachariades accepted the condition. Mayor Grant expressed there was not adequate lighting at the intersection. The driving patterns in Boynton Beach was not acceptable. Having the development would improve safety; he was proposing cameras throughout the building and asked the applicant to work with the Police Department. Ms. Zachariades responded there would be cameras. Mayor Grant expressed the applicant should contact the police department regarding cameras.

Commissioner McCray stated he and Commissioner Romelus represent the east side of this City and travel the route every day. He knows about the traffic backs up. He was not in favor.

Commissioner Romelus stated in regards to Vice Mayor Katz regarding the Dunkin Donuts on Boynton Boulevard would never be approved now. She believed it would cause problems in the future. Indicated to Commissioner Penserga stated he felt obligated, Commissioner Romelus stated the Commission was under no obligation to approve this, but the modifications proposed are not contingent on this project. Any developer would have the same conversation with the County regarding the right-of-way.

Commissioner Penserga asked the City Attorney if he could clarify the legality of this matter.

Attorney Cherof responded the Commission does not have unbridled discretion to approve or disprove a conditional use; The Commission must weigh the outcome based on the evidence, which has been presented. In conditional use absent showing they have complied with the code and staff agrees with the changes with condition, unless there is a very substantial negative reason not to approve, the Commission should approve.

Mayor Grant noted this was a joint item, conditional use and Mayor Site Plan. Attorney Cherof indicated they should have separate motions.

Vice Mayor Katz stated in regards to the proposed businesses, the Commission can do whatever they want, but there are consequences. This was a use, which fits the requirement. Vice Mayor Katz quoted case law from denying a conditional use in Melbourne Florida. When the applicant meets all the criteria, to deny would be the subjective. Vice Mayor Katz indicated there are requirements for conditional use of approval.

Motion

Vice Mayor Katz moved to approve the conditional use. Commissioner Penserga seconded the motion.

Vote

3-2 (*Commissioner Romelus and Commissioner McCray dissenting*)

Motion

Commissioner Penserga moved to approve the Major Site Plan Modification. Vice Mayor Katz seconded the motion.

Vote

3-2 (*Commissioner Romelus and Commissioner McCray dissenting*)

Attorney Cherof stated the development order based upon the Commission approval would reflect the conditions of approval discussed, including the additional conditions read by staff and the comments made by the applicant indicating their approval of all conditions.

9. CITY MANAGER'S REPORT - None

10. UNFINISHED BUSINESS - None

11. NEW BUSINESS

- A. Mayor Grant has requested to discuss the Commission expense allocation stipend. Below is the current information concerning the Commission's compensation.

(This item addressed earlier in the meeting).

- B. Authorize Commissioner Romelus to attend Sister Cities International Conference in Houston, TX, July 17-19, 2019.

Motion

Vice Mayor Katz moved to approve with discussion. Commissioner McCray seconded the motion.

Mayor Grant open to public comment.

David Katz 67 Midwood Lane, looked at the meeting back up and could not see anything to benefit the City of Boynton Beach. If a Commissioner wants to attend a conference, the Commission should utilize their expense account. He indicated Commissioner Romelus has gone to two Sister Cities meeting. She has not attended a meeting in Boynton Beach. If the Commissioner wants to attend, she should use her expense account and not come to the taxpayers.

Susan Oyer, 140 SE 27th Way, opposed because she does not want to see her tax dollars spent for a conference in Texas. She informed the Commission she sits on the Executive Board for Sister Cities. Noted the Mayor attended every event. Ms. Oyer indicated she saw Commissioner Romelus at one event. She express no one on the Executive Board will be attending the meeting in Texas. She said there was nothing on the agenda, which applied to the City of Boynton Beach. She did not believe this was the best use of taxpayer's funds. In the past, Mayor Grant requested funds for the registration only.

Mayor Grant responded he requested only the registration fee because he had family in the area. The Sister Cities organization helps promote cultural, education, economic around the world. Presently the City of Boynton Beach has three Sister Cities. He was in favor of Commission Romelus going to this conference; this would expand her knowledge about the Sister City program. Commissioner Romelus is paying for her airfare. The residents and taxpayers should not pay for international travel. This was not international travel. His only request was that Commissioner Romelus provide an update on the conference.

Ms. Oyer indicated China has been placed on the back burner. She did not see the value of this trip and the Commission receive expense accounts, which could pay for the trip to Texas.

Herb Suss, 1711 Wood Fern Drive, supported Commissioner Romelus travel and would favor a verbal report.

No one else coming forward, Mayor Grant closed Public Comment.

Commissioner Penserga understood there was a travel policy in place, which has been voted and approved by the Commission. Inquired if the request complies with the travel policy. Lori LaVerriere, City Manager responded there is funding in the travel budget, funding is available, and no prohibition to not allow travel. The policy was driven by the budget.

Commissioner Penserga indicated he would be in favor of Commission Romelus attending the conference.

Commissioner Romelus indicated her children are older and she was available to travel outside the City. She was hoping to use Sister City alliances to benefits not only the City of Boynton Beach but also the cities, which the City collaborate. She was a Sister Cities member prior to becoming a Commissioner. This was outside the State of Florida, but this was a wealth of knowledge. She would be happy to bring back a report. She understands the Mayor has gone in the past and gained knowledge.

Vice Mayor Katz indicated he has always maintained the program is a novelty. This was not something, which taxpayers would benefit. The Commission was benefiting in a form of gaining knowledge. Vice Mayor Katz said when the Mayor asked and granted to go out of the country for Sister Cities he did not agree. This was a domestic event; he would not stand in the way in this instance. He does not intend to support any other allocations of taxpayer dollars in the future. He does not see any tangible benefit to the taxpayers in the City of Boynton Beach. Any travel should come out of the monthly Commission expense account.

Mayor Grant inquired if the City Manager learned anything when Sister City from Finland visited Boynton Beach. Ms. LaVerriere responded they learned how other Countries operate.

Commissioner Romelus said the City has not benefited from the Sister Cities, only with art exchange. She hope to have partnerships, which can improve relationships to do more. As she stated before she was willing to pay for the hotel. She was requesting the registration cost. She clarified this was a \$1,200 expense.

Vote

Unanimously passed.

12. LEGAL

- A. **PROPOSED ORDINANCE NO. 19-016 - SECOND READING** - Approve amending Part 2 of the City of Boynton Beach Code of Ordinances, Chapter 16, Section 16-18 adding a definition of mooring and Section 16-60 Establishing hours of use at Harvey E. Oyer, Jr. Park., Item (d) to clarify non-permitted use.

Attorney Cherof read Proposed Ordinance No. 19-016 by title only on second reading.

Motion

Commissioner McCray moved to approve. Commissioner Penserga seconded the motion.

Deputy Clerk Nieves called the roll.

Vote

5-0

- B. PROPOSED ORDINANCE 19-010 - SECOND READING** - Amending Chapter 14 of the Code of Ordinances entitled "Motor Vehicles and Traffic" creating Section 14-13 entitled "Motorized Scooters". **(Tabled to May 21, 2019)**

Motion

Commissioner McCray motioned to remove from the table. Commissioner Penserga seconded the motion.

Vote

Unanimously passed.

Attorney Cherof read Proposed Ordinance No. 19-010 into the record as amended, by title only.

Patricia Tice indicated she was scheduled to speak on scooters as the American Planners Association. Noted there were 140 cities considering ordinances regarding scooters. She indicated she was in the process of writing best practices for motorized scooter use.

Mayor Grant stated the concern of the board was the dangers of motorized scooters. The City of Boynton Beach does not have 8-foot sidewalks. In addition, the City does not have buffered or protective bike lanes. The City does not want to encourage scooter companies to set up businesses in the City. Mayor Grant indicated the City of Boynton Beach do not have the control of anterior roads.

Ms. Tice understood the reasoning and was practical. The State Statute, which was approved in Legislation, said you have the right to deny scooter use in any street that

has a sidewalk less than 5-feet. She suggested making some space for the scooters, whenever there was street paving.

Mayor Grant responded he would love to have a bike lane on Federal Highway. Mayor Grant indicated the City was introducing bike ridesharing.

Vice Mayor Katz called the question.

Commissioner Romelus requested clarification regarding the language change. Attorney Cherof responded the term commercial has been added to the Ordinance.

Mayor Grant clarified personal scooters were not prohibited.

Motion

Commissioner McCray moved to approve. Commissioner Penserga seconded the motion.

Deputy City Clerk called the roll.

Vote

5-0

C. PROPOSED ORDINANCE NO. 19-017 - SECOND READING - Approval of Ordinance amending Section 14.3 regulating truck and other commercial use vehicle parking in residential neighborhoods.

Attorney Cherof read proposed Proposed Ordinance No. 19.017 into the record by title only.

Motion

Commissioner McCray moved to approve. Commissioner Romelus seconded the motion.

Deputy Clerk Nieves called the roll.

Vote

5-0

13. FUTURE AGENDA ITEMS

- A. Department to give brief presentation of their operations

Development - **July 2019**

Library - **September 2019**

- B. Representative Mike Caruso post-legislative update - **June 4, 2019**

- C. Staff to give update on Building Wealth/Local Preference/Surtax programs –
June 4, 2019

- D. Commission wants to discuss public safety as it relates to the Town Square
Redevelopment – **June 2019**

- E. Staff to review Development Department's plan review processes to identify
efficiencies and technologies to assist with timely review of plans/projects - **July
2019**

- F. Budget Workshops for 2019/220 proposed budget:

Budget Workshops at Intracoastal Park Clubhouse;

Monday, July 15, 2019 @ 5:00 P.M.

Tuesday, July 16, 2019 @ 10:00 A.M.

Wednesday, July 17, 2019 @ 2:00 P.M.

- G. Staff to present updated Social Media Policy - **August 20, 2019**

- H. Mayor Grant requested a discussion of possible changes to Seacrest Corridor
Zoning and Land Use-**TBD**

14. ADJOURNMENT

There being no further business to discuss, Commissioner McCray moved to adjourn. Commissioner Romelus seconded the motion that unanimously passed. The meeting was adjourned at 10:56 p.m.

(Continued on next page)

CITY OF BOYNTON BEACH

Mayor - Steven B. Grant

Vice Mayor – Justin Katz

Commissioner - Mack McCray

Commissioner – Christina Romelus

Commissioner – Ty Penserga

ATTEST

Queenester Nieves, Deputy City Clerk

Catherine Cherry
Minutes Specialist



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/4/2019

REQUESTED ACTION BY COMMISSION: **PROPOSED RESOLUTION NO. R19-062** - Authorize the City Manager to sign the proposal and purchase of 6 Mobile Diesel Generators from TAW Power Systems, Inc. of Pompano Beach, FL, a Kohler Generator Systems Distributor for the sum of \$252,552, at a discount of 8% from pricing of the national Sourcewell Contract #120617-KOH. Sourcewell procurement process satisfies the City's competitive bid requirements.

EXPLANATION OF REQUEST:

The Utility uses mobile generator to support pumping station operations during any FPL power loss events; typically following a major storm. The larger stations have either a standby generator or a dri-prime pump permanently available at the location. This is not an efficient use of resources at stations that require pump-outs less frequently. In these cases mobile generators are brought to the station based upon information from the telemetry system, pumped down and the generator then moved to the next site that requires a pump down.

The current fleet of generators was built up in the early 2000's, culminating with those acquired post Hurricane Wilma. It is now time to add to the fleet due to expansion of the system and to begin to replace older units.

The current inventory is as follows

176 lift stations and 3 stormwater pumping stations.

Stationary Generators	28
Stationary Dri-Prime Pumps	21
Mobile Generators	22
Portable Pumps	9

The Utility started the replacement process last year and purchased 5 new generators. Since then several of the older units have failed. The previous purchases were from Kohler using this same Sourcewell contract. To save on training, spares and maintenance, the new units are from the same manufacturer but at lower pricing.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? Mobile generators are a major part of the Utility emergency management plan and are used to keep wastewater from spilling into the local environment during significant power outages. The availability of generators is an important aspect of the planned back-up procedures necessary to meet our permit obligations. Recent storm events in the state have demonstrated the need for a reliable fleet of equipment.

FISCAL IMPACT: Budgeted
Funding is available in the Capital Improvement Plan in account

403-5000-535.64-04 SWR 108/111

ALTERNATIVES: The alternative is not to use mobile generators but install permanent facilities at each station regardless of operational needs. This would be a much more expensive solution and add to long term maintenance costs.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant?

Grant Amount:

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Resolution	Resolution approving purchase of 6 diesel generator using Sourcewell pricing
<input type="checkbox"/> Addendum	TAW Pricing
<input type="checkbox"/> Addendum	Kohler Contract
<input type="checkbox"/> Addendum	Kohler Acceptance & Award Docs
<input type="checkbox"/> Addendum	Sourcewell RFP

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35

RESOLUTION NO. R19-

**A RESOLUTION OF THE CITY OF BOYNTON BEACH,
FLORIDA, AUTHORIZING UTILIZATION OF
SOURCEWELL NJPA CONTRACT #120617-KOH;
AUTHORIZING THE CITY MANAGER TO SIGN THE
PROPOSAL WITH TAW POWER SYSTEMS, INC, A
KOHLEK DISTRIBUTOR AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, mobile generators are a major part of the Utility Department's emergency management plan and are used to keep wastewater from spilling into the local environment during significant power outages; and

WHEREAS, the City is a member of Sourcewell, a service cooperative created by the Minnesota legislature as a local unit of government which makes cooperative purchasing contracts available to Members as an alternative to direct solicitation of bids and proposals.

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

WHEREAS, upon recommendation of staff, it is the City's desire to utilize the Sourcewell's contract with Kohler Power Systems NJPA Contract #120617-KOH; and

WHEREAS, six (6) mobile diesel generators will be purchased from TAW Power Systems, Inc., of Pompano Beach, FL, a Kohler Generator Systems Distributors for the sum of \$252,552 which pricing reflects a significant discount to Sourcewell Members from list prices.

WHEREAS, the City Commission finds this action necessary to the public's safety to facilitate the purchase of six (6) mobile diesel generators from TAW Power Systems, Inc., a Kohler Generator Systems Distributor for the sum of \$252,552, and authorize the City Manager to sign the proposal.

**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

36 approves the City Administration to utilize Sourcewell NJPA Contract #120617-KOH for
37 the purchase of six (6) Mobile Diesel Generators from TAW Power Systems, Inc., a Kohler
38 Generator Systems Distributor for the sum of \$252,552.

39 Section 3. The City Manager is hereby authorized to sign all necessary
40 documents, including but not limited to contracts, proposals and purchase orders with TAW
41 Power Systems, Inc., a Kohler authorized dealer to acquire the six (6) Mobile Diesel
42 Generators.

43 Section 4. That this Resolution shall become effective immediately.

44 **PASSED AND ADOPTED** this ____ day of _____, 2019.

45 CITY OF BOYNTON BEACH, FLORIDA

46 YES NO

47
48 Mayor – Steven B. Grant

49
50 Vice Mayor – Justin Katz

51
52 Commissioner – Mack McCray

53
54 Commissioner – Christina L. Romelus

55
56 Commissioner – Ty Penserga

57
58 VOTE

59 ATTEST:

60
61
62 _____
63 Judith A. Pyle, CMC
64 City Clerk

65
66
67 (Corporate Seal)
68



TAW POWER SYSTEMS, INC.
1500 NW 15th Ave
Pompano Beach, FL 33069
(954) 977-0202 - (800) 876-0990
Tim.Grady@TAWinc.com
Kohler Generator Systems Distributors

KOHLER POWER SYSTEMS DISTRIBUTOR FOR ALABAMA, SOUTH GEORGIA, FLORIDA, LOUISIANA AND MISSISSIPPI

Date: 05/23/2019
To: CITY OF BOYNTON BEACH
Attn: Michael Low, Deputy Utilities Director

Offer No: GP1905 0117
Contact: Tim Grady
Contact Cell #: 954-668-7247

Project: Towable -(6) 55RE0ZT4

**(6) New KOHLER Model 55RE0ZT4, EPA TIER 4 Certified Diesel Trailer Mounted Generator Set
rated at 46kw Standby Power 3 phase at 120/240 volt.**

INCLUDES ALL STANDARD EQUIPMENT:

See Attached Specification Sheets

ADDITIONAL ACCESSORIES:

DEC3500 Controller
Camlock Load Connectors
Sound / Steel Enclosure

Battery Charger: 10 Amp
Dry Contacts: 15 Relay

Cable Box
Ball Hitch
Spare Tire
Wheel Chocks

Cold Weather Package
Two Way Fuel Valve

Three Year Standard Warranty
1 Engine, Generator Parts, Maintenance Manual
1 Electronic Manual

Start up
Load Bank Test

SUPPLIED BY OTHERS

Installation of System
Supply of Fuel
All Infrared, 3rd Party and NETA Testing by Others

**F.O.B. FACTORY, FREIGHT ALLOWED TO JOB
SITE.**

**NET PRICE FOR 6 UNITS \$252,552.00
(\$42,258.67 EACH)**

SALES TAX NOT INCLUDED.

ESTIMATED LEAD TIME:

12-14 weeks after release of order. This estimated lead time is subject to change daily due to availability.

Regards,

TAW Power Systems, Inc.

**Tim Grady
Senior Sales Engineer**

**OFFER VALID FOR 30 DAYS FROM THIS OFFER DATE
(LISTED ABOVE).**

EXCEPTIONS/ CLARIFICATIONS/ NOTES:

Delivery and start up are quoted as during normal business hours. If after hour, weekend, or holiday work hours are required, the Contractor will be responsible for the overtime differential unless otherwise noted.

NOTE: TAW's STANDARD TERMS and CONDITIONS apply to all offers for purchase and any purchase orders accepted by TAW. You may find a copy under the terms and conditions section at TAWINC.com or please contact our office at 800-456-9449 and we will forward you a copy. TAW will transmit a written delivery schedule based on the manufacturer's confirmation, approximately fifteen (15) days after product release. Also included will be the related progress invoice values based on material shipments.

All TAW offers, plans, specifications, and technical drawings are copyrighted works and contain proprietary know-how of TAW, and Buyer has no right to reproduce, distribute or publish copies of TAW's copyrighted works or to create derivative works of TAW's copyrighted works without the express written permission of an authorized representative of TAW.

(OFFER ACCEPTANCE BELOW)

COMPANY

AUTHORIZED SIGNATURE

TITLE

PRINT NAME

DATE

TERMS & CONDITIONS ACKNOWLEDGED:

INITIAL

Form C**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS, 3.34M
AND SOLUTIONS REQUEST**Company Name: Kohler Power Systems

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
3.34	Warranty	Clarification: All Kohler product supplied will be covered by the industry standard or better warranty. Attached to this RFP is the Kohler standard warranty however, a product specific warranty can be made available upon request.	NJPA Accepts
5.10	Percentage Discount From Catalog or Category	Clarification: Due to the customizable nature of the product and vast amount of differences, it is not possible to provide a price list for each generator and its multitude of options. However each customized quote will show a list price specific to the quoted project along with the discount/savings per the attached pricing document. The NJPA member discount will be limited to the Kohler FOB bill of material and will exclude open market options add-ons that may be supplied by others.	Clarification - see below
6.26	Subcontractors	Clarification: Kohler has attached its certificate of insurance as part of this RFP. At the time of actual quote, a certificate of insurance from the local Kohler authorized distributor can be made available as well.	NJPA Accepts
7.17	Contract Termination for Cause and Without Cause	Request the contract to read: "Either party may terminate the Contract without cause by giving each other sixty (60) days' written notice of termination. Termination of the Contract without cause does not relieve either party of the financial, product, or service obligation incurred before the termination."	NJPA Accepts
8.10	Patent and Copyright Infringement	Vendor's indemnification obligation is contingent upon NJPA and NJPA Members providing Vendor with prompt written notice of any third party claims believed to be covered by this Article. Vendor has the unrestricted right to select and hire counsel, and the exclusive right to conduct the legal defense and/or settle the claim.	NJPA Accepts
8.23	Material Suppliers and Sub-Contractors	Clarification: Kohler is the manufacturer of record for all of its supplied equipment. Kohler is happy to supply specific information on a specific component of a generator upon request.	NJPA Accepts

Proposer's Signature: _____

Date: 12/04/17



NJPA's clarification on exceptions listed above:

5.10 Acknowledged as a discount and pricing proposal as part of the RFP response. This is not a legal exception and this response is best included in the relevant questions within Form P.

Review and Approved:

  1/23/18

NJPA Legal Department

Contract Award
RFP #120617

FORM D



Formal Offering of Proposal
(To be completed only by the Proposer)

ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES

In compliance with the Request for Proposal (RFP) for ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES, 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: Kohler Co. Date: 12-4-17

Company Address: 444 Highland Dr

City: Kohler State: WI Zip: 53044

Contact Person: Charles Hunsucker Title: VP Sales

Authorized Signature: [Signature] Charles Hunsucker
(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 #: 120617-KOH

Proposer's full legal name: Kohler Power Systems

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 January 29, 2018 and will expire on January 29, 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/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)



NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on January 25, 2018

NJPA Contract # 120617-KOH

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Kohler Co.

Authorized Signatory's Title VP Sales



VENDOR AUTHORIZED SIGNATURE

Charles Hunsucker
(NAME PRINTED OR TYPED)

Executed on 2/2, 2018

NJPA Contract # 120617-KOH



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: Kohler Power Systems

Address: N7650 Lakeshore Dr.

City/State/Zip: Sheboygan, Wisconsin 53083

Telephone Number: 920.457.4441

E-mail Address: Charles.Hunsucker@kohler.com

Authorized Signature: _____

Authorized Name (printed): Charles Hunsucker

Title: Vice President – Sales

Date: 12-4-17

Notarized

Subscribed and sworn to before me this 4th day of December, 20 17

Notary Public in and for the County of Sheboygan State of WI

My commission expires: 8-21-2020

Signature: Michelle L Kolberg



Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: Kohler Power Systems

Questionnaire completed by: Jeff Schoneman

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?

Kohler response: Since the PO will be between the NJPA member and the local Kohler distributor, payment terms will be detailed on each quotation. Kohler and its authorized distributors understand that terms can vary from project to project depending on scope of work, but traditional 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?

Kohler response: No. Kohler Power Systems does NOT offer these programs. However, Kohler authorized distributors may be able to assist NJPA members with leasing or financing options depending on the scope of work.

- 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.

Kohler response: The typical process for this customized product is for the local Kohler distributor receiving the inquiry to provide a quotation using the on-line Kohler quotation system to meet the customer's specifications. The quotation will be coded so that the NJPA contract discount gets applied. Besides quoting the product the distributor can also quote freight, start-up, training and a preventative maintenance agreement. These services will typically be broken-out as separate line items. When the quotation is accepted and PO is received by the Kohler authorized distributor a submittal is generated for approval. Upon approval of that submittal by the NJPA member the Kohler authorized distributor will convert the quotation into a PO via the Kohlernet on-line business system. Kohler will acknowledge that PO with an estimated ship date/address so that the distributor can relay that information to the NJPA member. The local Kohler authorized distributor is always in the middle of the communications between the NJPA member and Kohler Power Systems. Quotation/POs will have the NJPA contract number followed by order specific numbers. The Kohler business system can be easily search each month/quarter for reporting and annual auditing.

- 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?

Kohler response: Each local Kohler authorized distributor is an independent/private company and most probably do NOT have P-card procurement and payment systems.

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?

Kohler response: Yes, standard warranty covers all three. See TP-5820 for reference to individual warranty policy numbers for each product category: [tp5820Warranty.pdf](#)

- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?

Kohler response: Yes, warranties are available ranging from 1-year/2000 hours - whichever occurs first through optional 10-year warranties. Also per EPA laws Stationary Emergency Power Systems can only be operated while a reliability utility is out of specification plus up to 100 hours/year for maintenance and readiness testing. For Stationary Non-Emergency and Mobile-diesel powered (CI) units EPA T4 Certification is required or EPA certified (SI) Gas engines need to be used. These restrictions don't necessarily affect the warranty but mis-use/application of EPA law is illegal. Also Start-up must be performed by Kohler Distributor, Dealer or Authorized Representative within 24 months of shipment. See typical warranty statement as there are 32 different warranty statements depending upon the product. [tp5374 Std. Industrial Warranty.pdf](#)

- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?

Kohler response: Yes, standard warranty includes up to 150, 200 or 300 miles round trip with travel time included depending upon the product category. See [tp5820Warranty.pdf](#) and individual warranty policies by product category for details.

- 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?

Kohler response: While not all service technicians may be certified, all service technicians are enrolled in the certification process. Some are recent hires and full certification can take up to 3 years as there are many products such as diesel and gas engines, alternators, controllers, Automatic Transfer Switches and Paralleling Switchgear. However, each distributor has certified technician's on-staff to assist as needed PLUS they are all supported by the Kohler Field Service Engineering Team. The Residential/Light Commercial product is also supported by a large dealer network with a goal of having a dealer within 50 miles of customers for a fast response: [US Resi Dealer Map 2017.docx](#)

- 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?

Kohler response: Everything included in the Kohler proposal is covered by a Kohler warranty. There are no third-party item included in the Kohler proposal. If other items are negotiated between the NJPA member and local Kohler distributor, warranty on those items will be by others.

- What are your proposed exchange and return programs and policies?

Kohler response: Exchange program is explained in the Kohler warranty statement, at the discretion of Kohler Co., defective product will be repaired or replaced. Due to the size and customization of each product for a specific application, returns are treated the same. Typically damaged or defective product is promptly repaired in the field at site by the local Kohler distributor and if required with factory assistance. [tp5374 Std. Industrial Warranty.pdf](#)

- 6) Describe any service contract options for the items included in your proposal.

Kohler response: Kohler distributors provide and renew service contracts every day for Kohler Power Systems product. Contracts are tailored to meet customer needs/budgets such as annual, semi-annual or quarterly visits. Some also include annual load bank testing, fuel polishing and fuel delivery services. Please see representative sample from one Kohler distributor and know that it can be tailored to specific customer needs. [Typical Kohler Distributor PM Quote.doc](#)

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.

Kohler response: Industrial, Commercial, Residential and Portable grade - 2.0kw to 1300kw natural gas/LP gas and gasoline powered gensets under 15kw; Industrial grade - 15kw to 4000kw diesel powered gensets and all related power system accessories such as fuel storage tanks and outdoor enclosures with sound attenuation all available in low voltage and larger units available in low and medium voltage configurations used in North America. 30-4000amp transfer switches in styles and configurations to meet all requirements in Industrial, Commercial and Residential applications and paralleling systems when 2 or more gensets are required/desired or when paralleling with the utility is required meeting UL891 or UL1558 and when medium voltage ANSI standards. All products are made to EPA and UL standards and comply with the National Electric Code (NFPA-70) and when properly configured comply with NFPA-110, NFPA-101 and NFPA-99. Kohler also meets CSA and CUL codes for Canadian sales. Kohler Power Systems holds ISO9001 Certification since 1995 and products are built to International and National standards such as NEMA, CEMA, ISO, IEE and ANSI. Sales and post sales assistance via local distributors including but not limited to: quotations, order processing, deliveries, installation supervision, start-up, product training, service maintenance agreements, rentals, warranty service and parts. Service technicians are generally located within 2 - 4 hours of customer sites for a fast response.

- 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.)

Kohler response: Please see attached discount schedule off Industrial Product that will have a custom quotation from the Kohler on-line quotation system. Due to the customizable nature of the product and differences for each quotation generated on-line, the NJPA member discount will be applied to the Kohler FOB bill of material. Freight, start-up, training and maintenance agreements will be broken-out and administration fee will be calculated on the FOB portion. For Portable, Residential and Commercial product please refer to MSRP as these products are ordered from STOCK. NJPA member discount schedule also attached for these product categories. Kohler Power Price List NJPA vfnl.xlsx, Kohler Power Residential MSRP vfnl.xlsx

- 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.

Kohler response: Industrial Product discounts will be applied to Kohler List Price generated from the on-line quotation system for each and every project. The local Kohler distributor will generate a quotation and the Kohler on-line business system will apply the NJPA member discounts off list price. For Portable, Residential and Commercial products the discount is from MSRP as these products are ordered from STOCK.

- 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.

Kohler response: Quantity/Volume discounts are considered on a case-by-case basis due to the fact that most projects involve just one Electric Power System. In cases where multiple systems are quoted/purchased at one time consideration is given to an extra discount and consolidating freight to minimize cost. Rebate programs are not typical with this product/industry as most customers purchase one or less electric power system each year.

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.

Kohler response: Sourced/Open Market items will be priced by the local Kohler authorized distributor per the NJPA Discount Schedule off distributor list price. Typical items include: Fuel Storage Tank Testing/Permitting, Service Contracts and Rental Equipment.

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.

Kohler response: Freight is not included but can be quoted Pre-Paid and Add using the Kohler preferred carrier's discounts. Cost to Kohler will be "Passed Through" to NJPA member with zero mark-up (since Kohler will NOT be marking up freight we would ask that freight not be included in the Administration Fee calculation). If NJPA members can obtain freight at lower rates, they should coordinate the pick-up/freight. Installation is always by others as typically an Architect, Engineers, General Contractors and sub-contractors are also involved. Building codes and inspections are also typical. Installation Supervision, start-up and training will be included with each quotation and broken-out.

14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

Kohler response: Freight is quoted FOB Sheboygan, Wisconsin, 53083. Shipment size varies from simple LTL to complex multiple truck deliveries. Most shipments are arranged on flatbed trailers or for larger product, specialized drop deck trailers and cranes need to be arranged for site deliver and off-loading which is BY OTHERS and NOT included in the Kohler proposal.

15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Kohler response: For Alaska most shipments are the same as they would be for the lower 48 and most of Canada, via ground using typical freight carriers and specialized trailers. In remote villages of Alaska such as the Kodiak Islands the last leg of the shipment might involve a local barge. The NJPA member can arrange freight or Kohler can using Pre-Pay and Add. For Hawaii most freight will travel by land to a port on the west coast and from there travel via ocean cargo and once in port travel by surface once again. If size and weight become an issue Roll-on-Roll-off should be considered. For Canada most freight will move the same as in the lower 48 but again some local barges may be required in coastal areas and ICE ROADS in northern Territories. Crossing the border into Mexico is usually done at Lerado. Other offshore deliveries go surface to sea ports and ocean freight from there with coordination via a freight forwarder for export/import documentation and local surface transportation.

16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

Kohler response: Kohler offers Split Shipments, meaning some products ship sooner than others due to the progress of the construction site. Often times pieces need to arrive months prior to building completion or walls are closed in and other times outdoor equipment must arrive before cranes are moved or taken down. As freight is NOT included in the Kohler proposal these are just unique options available that can be arranged by Kohler at the time of PO processing.

- 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.

Kohler response: Kohler uses a SAP based business system and that extends to local Kohler distributors. Quotations, purchasing and deliveries are made via this business system between the factory and distributors. Therefore, monitoring activity and performing monthly, quarterly and annual reports is a simple task. Kohler can add a new category to customer type, "NJPA" to make searches easier and double check against quote descriptions and POs using the NJPA Contract Number.

- 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.)

Kohler response: Kohler will pay NJPA a 2% fee of Kohler FOB net invoice price which will typically exclude open market" items or "nonstandard options, freight, start-up and training. If Kohler coordinated Pre-Pay and Add freight is used it will be treated as Pre-Paid and Add since it is a Pass-Through and NOT be considered when calculating the Administration Fee. The NJPA member discount will be limited to the Kohler FOB bill of material and will exclude open market options add-ons that may be supplied by others.

Industry-Specific Questions

- 19) Please specify product and voltage range the generator equipment that you are offering.

Kohler response: Portable-Hand Carry gasoline & diesel powered gensets, 120/240v single phase. Air cooled, gas powered Residential/Light commercial gensets 7kw - 20kw, 120/240v single phase and larger models available in reconnectable 120/208 to 277/480v three phase plus 600v for Canada. Liquid cooled, gas powered Residential/Light Commercial gensets 24kw - 150kw, 120/240v single phase, reconnectable 120/208 to 277/480v three phase plus 600v for Canada. Associated RDT/RXT Automatic Transfer switches 30-400amps at same voltages in 2 pole - 3 wire and 3 pole - 4 wire. Industrial Grade Gas Powered Gensets: 25kw - 150kw, 120/240v single phase, reconnectable 120/208 to 277/480v three phase plus 600v for Canada. 180kw-400kw, reconnectable 120/208 to 277/480v three phase plus 600v for Canada. 500kw -1300kw, reconnectable 120/208 to 277/480v three phase BUT larger units are fixed voltage as ordered or 600v for Canada and medium voltage such as 4160v. Industrial Grade Diesel Powered Gensets: 15kw - 150kw, 120/240v single phase, reconnectable 120/208 to 277/480v three phase or 600v for Canada. 180kw - 600kw, reconnectable 120/208 to 277/480v three phase or 600v for Canada. 750kw- 2000kw, fixed voltages as ordered ranging from 120/208 to 277/480v three phase or 600v for Canada and medium voltage such as 4160v. 2250kw - 4000kw, fixed voltages as ordered ranging from 120/208 to 277/480v three phase or 600v for Canada plus medium voltage including 4160v to 13.8kv. Associated Industrial Grade Automatic Transfer Switches 30-4000amps, all voltages previously listed. Associated Paralleling Panels, all voltages previously listed. Towable gensets 35KVA-175kva, gas or diesel, reconnectable 120/240v single phase and 120/208 to 277/480v three phase or 600v for Canada or optional 3-position selector switch for 120/240 single phase and 120/208 and 277/480v three phase. 120/240v three phase is available via Special Order on Towable Products. [G1218 Industrial Full-Line.pdf](#), [g12458 RESI-RCL-Portable Full Line.pdf](#), [g12452 Portable Full Line.pdf](#), [g12430 RCL 24-60kw.pdf](#).

20) Describe your mobile or trailer mounted units, if any, and specify the ranges.

Kohler response: Included in the proposal are 50kva, 70kva and 125kva gas plus 35kva to 175kva diesel. The gas units are very "GREEN" and can operate 24 hours with on-board LPG and include a three way valve for off-board NG and LPG for extended run times. Diesel units come with >24<48 hours fuel tanks and valve for off-board fuel supply. Machines can be ordered with reconnectable 12-lead generator or 3-position selector switch for 120/240v single phase, 120/208v and 277/480v three phase. 120/240v three phase and 600v are dedicated connection machines. The enclosures and trailers are designed and built for on/off highway. Enclosures are rigid design with superior sound attenuation, 66-71db(A). A really unique advantage of the design is the enclosure can be removed in one piece after loosening 8 bolts as there are no other mechanical or electrical connections between the genset/trailer and the enclosure. Also the controller/gensets comes standard parallel-ready with other Kohler Mobile Generators all coming with 3-year limited warranty. [g12443 Mobile.pdf](#)

21) If you are providing trailers as part of a turnkey package, please provide details.

Kohler response: Trailers are DOT approved with single axle on smaller units and dual axle on larger units. Spare tire, jack stands, tongue stand and fire extinguisher are optional. Tool box, fenders, lighting package and brakes are standard. Tongue is either 2" or 2-1/8 ball or pintail as required by GVW. [g12442 Towable Features.pdf](#)

22) Describe how you will include customization and the pricing of such for the units.

Kohler response: One of Kohler's advantages is the ability to customize product to specific customer requirements. A team of Application Engineers are dedicated to providing Special Quotation ADDERS to modify standard quotations. There are limitations due to 3rd party certifications such as UL, EPA and CSA plus modifications add to delivery time.

23) Describe installation and service programs, and identify the associated services, service provider locations and pricing.

Kohler response: Installation is always provided by others such as a General/Electrical Contractor. Service is provided by local distributors. Emergency services are typically provided in less than 2- 4 hours, 24/7/365. Service pricing varies by product on-site as some have just one small Genset and ATS while the next can have multiple large paralleled gensets with many ATSS. Pricing will be included and broken-out on each quote when requested by the NJPA member. [g12485 Service & Parts.pdf](#)

24) Describe any preventative maintenance or extended service coverage agreements.

Kohler response: Kohler distributor provide service contracts every day for Kohler Power Systems. Contracts are tailored to meet customer needs and budgets such as annual, semi-annual or quarterly visits. Some also include annual load bank testing, fuel polishing and fuel delivery services. Service Contracts need to be priced up on an individual basis as they are specific to each customer. Most Kohler distributors also have a fleet of rental-towable units that can be deployed during unexpected events or when the standby generator is critical and expected to be out of service longer than 24 hours. The customer needs to understand this NEC requirement and take into consideration other equipment such as a portable generator connection box and manual transfer switch to comply with the code. [Typical Kohler Distributor PM Quote.doc](#)

25) Do you provide preventive, periodic or full maintenance plans/programs for the solutions you are proposing in this response?

Kohler response: The Kohler proposal does NOT include these items BUT the Kohler distributor can provide a custom quotation as a Sourced Good or Open Market Item. If requested, PM quotes can be included with the equipment quotation and broken-out in the same way that freight and start-up will be broken-out.

a. If so, provide a recommended service & maintenance agreement for a periodic/preventative and or full maintenance plan.

Kohler response: Please see typical agreements from one Kohler distributors: [Typical Kohler Distributor PM Quote.doc](#)
Agreements from the other 24 distributors will be similar and can be customized.

b. What are recommended service intervals?

Kohler response: Annual, Semi-annual or quarterly maintenance visits are recommended depending upon the critical nature of the application, reliability of the local utility and possibility/frequency of regional weather events. Please see Typical Service Interval Schedule which will vary slightly machine to machine. [Typical Service Routine.PDF](#)

26) Describe your rental agreements and pricing schedule.

Kohler response: Rental agreements are NOT part of the Kohler proposal but could be obtained from Kohler distributors as Sourced Good/Open Market Items. Please see typical Kohler distributor rental agreement. Agreements from the other 24 distributors will be similar and can be customized.

However, as part of the NJPA agreement, Kohler distributors will provide pricing per the NJPA Discount Schedule off distributor list price. [Typical Kohler Distributor PM Quote.doc](#)

27) Will you include used equipment and if so, provide a pricing strategy for these units.

Kohler response: Kohler will NOT offer Used or Hot List items in the proposal. We have such a list but it changes daily and includes items with less than standard warranty. **Kohler distributors do have used inventory for sale. As part of the NJPA agreement, Kohler distributors will provide pricing per the NJPA Discount Schedule off distributor list price.**

28) Provide a general overview of your products EPA compliance.

Kohler response: Kohler offers products that comply with current EPA laws for the three categories of gensets related to our business. These categories are 1) Stationary Emergency, 2) Stationary Non-Emergency and 3) Non-Road Mobile. The NJPA member also needs to understand EPA laws as they are application/use specific. Kohler Power Systems and local Kohler distributors can advise NJPA members that might not be familiar with EPA law as it applies to Electric Power Systems. Several states or municipalities around the country have air quality laws that are greener than the federal EPA law such as the South Coast Air Quality Management Districts of California and Kohler also has products and permitting assistance available via the local Kohler distributor. Environment Canada laws mirror EPA laws. Please see typical EPA Certification that will be included with each Industrial Genset Submittal Package. [Typical EPA Certificate HJDXL04.5315-023.pdf](#)

29) Identify the lifecycle cost of ownership of your generator solutions.

Kohler response: Lifecycle costs are rarely considered in the Emergency Power System business. These Power Systems are typically legally required under NEC Article 700 and 701. Per EPA law most will only operate to back-up a reliable utility and therefore operate just a few hours per year, except during big weather events like hurricanes, tornados, ice storms, wild fires, flooding, etc. when they can operate for a week or more during an extended utility outage, plus up to 100 hours per year for maintenance and readiness testing. Typical life of these products is 30-50 years at which time they need to be replaced as repair parts become difficult to procure. For customers with Prime Power, Peak Shaving, Co-Generation or Interruptible Rate programs, diesel units need to be EPA T4 and Payback calculations are rarely attractive and therefore fall out of consideration early in the decision process. For these Non-Emergency applications most customers consider Natural Gas gensets as the price of fuel is usually the largest cost component in a Life-Cycle/Total-Cost-of-Ownership study plus they are very GREEN. We can provide Total-Cost-of-Ownership calculations upon specific request.

Signature: _____



Date: _____

12/04/17

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 #: 120617-KOH

Proposer's full legal name: Kohler Power Systems

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 January 29, 2018 and will expire on January 29, 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/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)



NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on January 25, 2018

NJPA Contract # 120617-KOH

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Kohler Co.

Authorized Signatory's Title VP Sales



VENDOR AUTHORIZED SIGNATURE

Charles Hunsucker
(NAME PRINTED OR TYPED)

Executed on 2/2, 2018

NJPA Contract # 120617-KOH



National Joint Powers Alliance®

REQUEST FOR PROPOSAL

for the procurement of

ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES

RFP Opening

| DECEMBER 7, 2017 |

8:30 a.m. Central Time

At the offices of the

National Joint Powers Alliance®

202 12th Street Northeast, Staples, MN 56479

RFP #120617

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 #120617 ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES. Details of this RFP are available beginning October 19, 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 December 6, 2017 at 4:30 p.m. Central Time at the above address and opened December 7, 2017 at 8:30 a.m. Central Time.

RFP Timeline

October 19, 2017	Publication of RFP in the print and online version of <i>USA Today</i> , in the print and online version of the <i>Salt Lake News</i> within the State of Utah, in the print and online version of the <i>Daily Journal of Commerce</i> 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 <i>The State</i> within the State of South Carolina, the NJPA website, MERX, Noticetobidders.com, PublicPurchase.com, Biddingo, and Onvia.
November 16, 2017 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.
November 29, 2017	Deadline for RFP questions.
December 6, 2017 4:30 p.m. CT	Deadline for Submission of Proposals. Late responses will be returned unopened.
December 7, 2017 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.

TABLE OF CONTENTS

1. DEFINITIONS
 - A. Contract
 - B. Proposer
 - C. Sourced Good of Open Market Item
 - D. Vendor
2. ADVERTISEMENT OF RFP
3. INTRODUCTION
 - A. About NJPA
 - B. Joint Exercise of Powers Laws
 - C. Why Respond to a National Cooperative Procurement Contract
 - D. The Intent of This RFP
 - E. Scope of This RFP
 - F. Expectations for Equipment/Products and Services Being Proposed
 - G. Solutions Based Solicitation
4. INSTRUCTIONS FOR PREPARING YOUR PROPOSAL
 - A. Inquiry Period
 - B. Pre-Proposal Conference
 - C. Identification of Key Personnel
 - D. Proposer's Exceptions to Terms and Conditions
 - E. Proposal Format
 - F. Questions & Answers About This RFP
 - G. Modification or Withdrawal of a Submitted Proposal
 - H. Proposal Opening Procedure
 - I. NJPA's Rights Reserved
5. PRICING
 - A. Line-Item Pricing
 - B. Percentage Discount From Catalog or Category
 - C. Cost Plus a Percentage of Cost
 - D. Hot List Pricing
 - E. Ceiling Price
 - F. Volume Price Discounts/Additional Quantities
 - G. Total Cost of Acquisition
 - H. Sourced Equipment/Products/Open Market Items
 - I. Price and Product Changes
 - J. Payment Terms
 - K. Sales Tax
 - L. Shipping
6. EVALUATION OF PROPOSALS
 - A. Proposal Evaluation Process
 - B. Proposer Responsiveness
- C. Proposal Evaluation Criteria
- D. Other Consideration
- E. Cost Comparison
- F. Marketing Plan
- G. Certificate Of Insurance
- H. Order Process and/or Funds Flow
- I. Administrative Fees
- J. Value Added
- K. Waiver of Formalities
7. POST AWARD OPERATING ISSUES
 - A. Subsequent Agreements
 - B. NJPA Member Sign-up Procedure
 - C. Reporting of Sales Activity
 - D. Audits
 - E. Hub Partner
 - F. Trade-Ins
 - G. Out of Stock Notification
 - H. Termination of a Contract resulting from this RFP
8. GENERAL TERMS AND CONDITIONS
 - A. Advertising a Contract Resulting From This RFP
 - B. Applicable Law
 - C. Assignment of Contract
 - D. List of Proposers
 - E. Captions, Headings, and Illustrations
 - F. Data Practices
 - G. Entire Agreement
 - H. Force Majeure
 - I. Licenses
 - J. Material Suppliers and Sub-Contractors
 - K. Non-Waiver of Rights
 - L. Protests of Awards Made
 - M. Suspension or Disbarment Status
 - N. Affirmative Action and Immigration Status Certification
 - O. Severability
 - P. Relationship of Parties
9. FORMS
10. PRE-SUBMISSION CHECKLIST
11. PRICE & PRODUCT CHANGE REQUEST FORM
12. APPENDIX A
13. APPENDIX B – HI, ID, OR, SC, UT, WA Political Subdivisions (SEPARATE ATTACHMENT)
14. APPENDIX C – VA Political Subdivisions (SEPARATE ATTACHMENT)

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 ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES.

3.17 Additional Scope Definitions: In addition to ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES, **this solicitation should be read to include, but not to be limited to:**

3.17.1 Primary Offerings: Proposer’s primary solution offerings may include: stationary and portable electrical generators; backup or standby generator sets; mobile or trailer mounted generators; enclosures; automatic transfer switches; switch gears; used generator sets; rental generator set agreements; and, generator-related design, installation, maintenance, or repair

services. It is further intended that Proposer's primary solutions will be for, or related to, electrical energy power generation from biofuel or fossil fuel sources.

3.17.2 Incidental or Complementary Offerings: in addition to the primary offerings, Proposer may include incidental or complementary offerings of: solar panel and microgrid solutions; mobile light towers; trailers; and, replacement or repair parts related to the primary offerings. It is further intended that electrical energy generation from renewable energy sources will not be more than an incidental or complementary part of Proposer's proposed solutions.

3.17.3 NJPA reserves the right to limit the scope of this solicitation for NJPA and current and potential NJPA member agencies.

3.17.3.1 [Omitted.]

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 ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES 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 ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES 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 ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES 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 NJPA 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 ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES 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 ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES 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 \$30 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 complete 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 than 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. NJPA 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**

[THE REST OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK.]



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 **ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES** 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: _____



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: _____

**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 #120617

FORM D



Formal Offering of Proposal
(To be completed only by the Proposer)

ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES

In compliance with the Request for Proposal (RFP) for ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES, 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: _____

Contact Person: _____ Title: _____

Authorized Signature: _____

(Name printed or typed)



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA #120617 _____

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** #120617

NJPA Authorized signature: _____
NJPA Board Member (Name printed or typed)

Executed this _____ day of _____, 20_____ **NJPA Contract Number** #120617

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** #120617

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: _____



OVERALL EVALUATION AND CRITERIA

For the Proposed Subject ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES

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) Please specify product and voltage range the generator equipment that you are offering.
- 20) Describe your mobile or trailer mounted units, if any, and specify the ranges.
- 21) If you are providing trailers as part of a turnkey package, please provide details.
- 22) Describe how you will include customization and the pricing of such for the units.
- 23) Describe installation and service programs, and identify the associated services, service provider locations and pricing.
- 24) Describe any preventative maintenance or extended service coverage agreements.
- 25) Do you provide preventive, periodic or full maintenance plans/programs for the solutions you are proposing in this response?
 - a. If so, provide a recommended service & maintenance agreement for a periodic/preventative and or full maintenance plan.
 - b. What are recommended service intervals?
- 26) Describe your rental agreements and pricing schedule.

- 27) Will you include used equipment and if so, provide a pricing strategy for these units.
- 28) Provide a general overview of your products EPA compliance.
- 29) Identify the lifecycle cost of ownership of your generator solutions.

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:

- ☐ Adding Products/Services
- ☐ Deleting Products/Services
- ☐ Price Increase
- ☐ Price Decrease

NJPA CONTRACT NUMBER:

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>

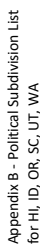
<http://www.usa.gov/Agencies/State-and-Territories.shtml>

<http://www.nreca.coop/about-electric-cooperatives/member-directory/>

[Oregon](#)

[Hawaii](#)

[Washington](#)

Hawaii
County[illegible]

Illaho	Oregon	South Carolina	Utah	Washington
City of Dover	City of Dayton	City of Harrisville	City of Huntington	City of Conwell
City of Downey	City of Dayton	City of Hiram	City of Hurricane	City of Cosmopolis
City of Driggs	City of Depe Bay	City of Imlan	City of Hyde Park	City of Covington
City of Dubois	City of Detroit	City of Johnsonville	City of Hyrum	City of Dayton
City of Eagle	City of Donald	City of Lake City	City of Iota	City of Dayton Park
City of Eden	City of Drain	City of Lancaster	City of Kansas	City of Dayton Park
City of Elgin	City of Elgin	City of Laurens	City of Kayville	City of Dayton Park
City of Emmett	City of Duane City	City of Liberty	City of La Verkin	City of Deerpark
City of Fairfield Village	City of Eagle Point	City of Loris	City of Layton	City of Duval
City of Filer	City of Echo	City of Manning	City of Lehi	City of East Wendathee
City of Franklin	City of Enterprise	City of Marion	City of Lewiston	City of Edgewood
City of Frankton	City of Estacada	City of Mauldin	City of Logan	City of Edmonds
City of French City	City of Eugene	City of Mullins Beach	City of Ligon	City of Electric City
City of Georgetown	City of Fairview	City of New Ellenton	City of Madison	City of Elmhurst
City of Glens Ferry	City of Falls City	City of Newberry	City of Marietta-Slaterville	City of Ellettsville
City of Gooding	City of Florence	City of North Augusta	City of Mendon	City of Ephrata
City of Grace	City of Forest Grove	City of North Charleston	City of Midvale	City of Everett
City of Garibaldi	City of Fossil	City of North Myrtle Beach	City of Midway	City of Everson
City of Grand View	City of Gaston	City of Orangeburg	City of Millard	City of Federal Way
City of Grangeville	City of Gates	City of Rock Hill	City of Millville	City of Fendale
City of Greenville	City of Gayles	City of Greenville	City of Moab	City of Fife
City of Haley	City of Genoa	City of Hampton	City of McKean	City of Forest
City of Hansen	City of Genaville	City of Sinsoperville	City of Monroe	City of Fricks
City of Harrison	City of Gladstone	City of Sparta-Burg	City of Monticello	City of George
City of Hayden	City of Glendale	City of Sunter	City of Morgan	City of Gig Harbor
City of Hazelton	City of Gold Beach	City of Tage Cay	City of Moroni	City of Gold Bar
City of Hepler	City of Gold Hill	City of Travelers Rest	City of Murray	City of Goldendale
City of Heyburn	City of Grants Pass	City of Union	City of Myron	City of Grand Coulee
City of Hollister	City of Grantsburg	City of Washalla	City of Napier	City of Grandview
City of Holt	City of Granger	City of West Columbia	City of North Logan	City of Grange Falls
City of Hope	City of Hale	City of Westminister	City of Oakley	City of Granger
City of Huestee Bend	City of Haley	City of Woodruff	City of Payson	City of Harrison
City of Huettner	City of Happy Valley	City of York	City of Plain City	City of Hoquiam
City of Idaho City	City of Harburg	Town of Allendale	City of Pleasant Grove	City of Ilwaco
City of Idaho Falls	City of Helix	Town of Andrews	City of Pleasant View	City of Isaquah
City of Irion	City of Heppner	Town of Atlantic Beach	City of Pocatello	City of Isidore
City of Island Park	City of Highland	Town of Bannock	City of Panguitch	City of Idaho
City of Jerome	City of Hines	Town of Ayrar	City of Park City	City of Fernwick
City of Kanab	City of Kellogg	Town of Batesburg-Leesville	City of Patuxent	City of Kent
City of Kendrick	City of Hubbard	Town of Bethlehem	City of Payson	City of Kettle Falls
City of Ketchum	City of Huntington	Town of Blacksburg	City of Perry	City of Kirkland
City of Kimberly	City of Idanha	Town of Blacksville	City of Pleasant Grove	City of Kittitas
City of Kosciusko	City of Imbler	Town of Blenheim	City of Pleasant View	City of La Center
City of Kuna	City of Independence	Town of Bluffton	City of Pocatello	City of Lakeview
City of Lake Forest	City of Island City	Town of Blount	City of Pocatello	City of Lake Stevens
City of Lake Hood Springs	City of Jackson	Town of Bransonville	City of Providence	City of Lakewood
City of Lewiston	City of Jacksonville	Town of Blaircliffe Acres	City of Provo	City of Langley
City of Mackay	City of Jefferson	Town of Burson	City of Richfield	City of Leavenworth
City of Malad City	City of John Day	Town of Calhoun Falls	City of Richmond	City of Liberty Lake
City of Mansing	City of Johnson City	Town of Camerton	City of River Heights	City of Long Beach
City of McCall	City of Joseph	Town of Campbell	City of Riverside	City of Longview
City of McCammon	City of Junction City	Town of Central	City of Riverport	City of Lynden
City of McConaughy	City of Ketchikan	Town of Chelan	City of Riverport	City of Lynden
City of Mead	City of Klamath Falls	Town of Cheraw	City of Salem	City of Madison
City of Meridian	City of La Grande	Town of Chesterfield	City of Bay	City of Maple Valley
City of Middleton	City of La Pine	Town of Clito	City of Salina	City of Marysville
City of Midvale	City of Lafayette	Town of Clover	City of Salt Lake City	City of Mattawa
City of Moscow	City of Lake Oswego	Town of Cottageville	City of Sandy	City of McCleary
City of Mountain Home	City of Lakeside	Town of Coward	City of Santa Clara	City of Medical Lake
City of Mullan	City of Lebanon	Town of Compens	City of Springfield	City of Medina
City of Murraugh	City of Leavenworth	Town of Dora	City of Springfield City	City of Mesa
City of New Meadows	City of Lostine	Town of Duane West	City of South Jordan	City of Mesa
City of Newport	City of Lowell	Town of Duncin	City of South Ogden	City of Mill Creek
City of Nespece	City of Lyons	Town of Eastover	City of South Salt Lake City	City of Milton
City of Nodus	City of Madras	Town of Edgfield	City of Spanish Fork	City of Monroe
City of Ordino	City of Malin	Town of Edisto Beach	City of Spring City	City of Morton
City of Osburn	City of Manzana	Town of Emerald	City of St. George	City of Moses Lake
City of Otis	City of Madisonville	Town of Elgin	City of Sunnyside	City of Mountlake Terrace
City of Paul	City of Medford	Town of Estill	City of Sunset	City of Moses
City of Payette	City of Metolius	Town of Etawaville	City of Syracuse	City of Mt. Vernon
City of Pierce	City of Mill City	Town of Fairfax	City of Taylorsville	City of Mukilteo
City of Plummer	City of Millersburg	Town of Ft. Mill	City of Tooele	City of Naperville
City of Pocatello	City of Milwaukie	Town of Furman	City of Toquerville	City of Newport
City of Pondreay	City of Modala	Town of Gaston	City of Tremonton	City of Nooksack
City of Portland	City of Moraga	Town of Offord	City of Union	City of North Fork
City of Poth	City of Morro	Town of Olin	City of Vernal	City of North Bonneville
City of Pritchett	City of Monument	Town of Gray Court	City of Washington	City of Oak Harbor
City of Prieston	City of Priest River	Town of Great Falls	City of Washington Terrace	City of Oakville
City of Priest River	City of Mosier	Town of Greeleyville	City of Wellington	City of Ocean Shores
City of Raithrum	City of Reubens	Town of Hampton	City of Wellsville	City of Oceanan
City of Reubens	City of Mt. Angel	Town of Harleysville	City of Wendover	City of Olympia
City of Richfield	City of Myrtle Creek	Town of Heats Springs	City of West Haven	City of Olympia
City of Richland	City of Myrtle Point	Town of Highway	City of West Island	City of Ozelle
City of Riggs	City of Hobbs	Town of Hills	City of West Jordan	City of Orting
City of Rine	City of Newberg	Town of Hiltom Head Island	City of West Point	City of Orting
City of Roberts	City of Newport			City of Ortelio

[illegible]

Hatch	Oregon	South Carolina	Utah	Washington
Lake Pend Oreille School District No. 84 Lakeland School District No. 272 Lapwai School District No. 341 Leviston Independent School District No. 1 Mackay School District No. 182 Madison Joint School District No. 321 Malheur School District No. 21 Marion Joint School District No. 363 McCull-Dorenelly Joint School District No. 421 Meeker Valley School District No. 11 Melba School District No. 136 Middleton School District No. 134 Minidoka County School District No. 331 Missoula County School District No. 193 Mountain Home School District No. 244 Mountain View School District No. 244 Mulden School District No. 392 Murtaugh Joint School District No. 418 Nampa Christian Schools Inc. Nampa School District No. 131 New Plymouth School District No. 302 Net Panee Joint School District No. 302 Nez Perce School District No. 149 Nobus School District Oneida County School District No. 351 Ordino Joint School District No. 171 Parma School District No. 137 Payette School District No. 371 Pomeroy-Worley Joint School District No. 44 Postleizio-Chubbuck School District No. 25 Potlatch School District No. 3 Porter School District No. 285 Preston Joint School District No. 201 Richfield School District No. 316 Ririe Joint School District No. 252 Rockland School District No. 382 Salmon River Joint School District No. 243 Salmon School District No. 291 Shelby School District No. 69 Snake River 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 Swan Valley Elementary School District No. 33 Swan Valley School District No. 92 Tern School District No. 292 Three Creek Joint School District No. 416 Troy School District No. 287 Twin Falls School District No. 411 Valley School District No. 262 Vallure School District No. 139 Vision Charter School District #463 Wallace School District No. 133 Wallice School District No. 293 Walden School District No. 322 Wildcat School District No. 232 West Banner School District No. 83 West Jefferson School District No. 253 Whiteline Joint School District No. 288 Wildier School District No. 133	Columbia Gorge Community College Eastern Oregon University Klamath Community College Lane Community College Lin-Benton Community College Mt. Hood 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 Portland Community College Portland Community College Reed College Southern Oregon University Southern Oregon University Family Housing Southwestern Oregon Community College Tillamook Bay Community College Treasure Valley Community College Umpqua Community College Western Oregon University Education (K-12) Adair School District Adrian School District Ailes School District No. 71 Amity School District No. 41 Annie's School District 29 Ardenwood School District No. 3 Arcata School District No. 81 Ashland School District No. 5 Ashtown School District Astoria School District No. 1C Baker School District No. 51 Baker School District No. 51 Bandon School District Barboro School District No. 13 Banks School District No. 48 Bear Lake Pine Public Schools Bethel School District No. 52 Bethel School District Blachly School District No. 4 Blachly School District No. 90 Brookings Harbor School District Camas Valley School District Canby School District No. 2 Carroll School District No. 35 Carmichael School District No. 86 Central City School District No. 281 Central Curry School District No. 1 Central Union School District Central Point School District No. 6 Central School District No. 131 Clatskanie Education Service District Calvin High School District No. 61 Chenoweth School District No. 1 Chenoweth School District No. 2 Chenoweth School District No. 3 Clover School District No. 2 Clover School District No. 2 Colleton County School District Conallie School District No. 8 Corbett School District No. 39 Cornwall School District No. 5091 Cowalla School District No. 15 Crane Elementary School District Crook County School District Crow-Applegate-Lorrane 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 Dayville School District No. 161 Douglas County School District No. 2 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 Forest Grove School District No. 68 Fergus School District No. 41 Fill City School District Boise City/Ada County Housing Authority Boise-King Irrigation District Bonemelle County Fire District No. 1 Bureau Valley District Library Bureau Water and Sewer District Butte Highway District Butte Highway District Butte Highway District Gallew Highway Authority Grant County Education Service District	Town of Williston Town of Wimbisro Town of Yemassee Higher Education Beardley Junior Higher Education Commission Belmont Technical College Clemson University College of Charleston DePaul Technical College Florence-Darlington Technical College Francis Marion University Greenville Technical College Henderson 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 of Technical and Comprehensive Educati South Carolina State University 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, Spartanburg Wilkes University Winthrop University Education (K-12) Abbeville County School District Aiken County Public Schools Allendale County School District Anderson County School Districts 1 and 2 Career and Technology Com Anderson County School District No. 1 Anderson County School District No. 2 Anderson School District No. 3 Anderson School District No. 4 Anderson School District No. 5 Bamburg School District No. 1 Barnwell School District No. 45 Barnwell School District No. 46 Berkely County School District Blackville Middle Public Schools Calhoun County School District Charleston County School District Cherokee County School District Chester County School District Chesterfield County School District Chickadee County School District No. 1 Clermont County School District No. 2 Clermont County School District No. 3 Clover School District No. 2 Colleton County School District Darlington County School District Delta R-V 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 Dosses 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 Greenwood County School District Greenwood School District No. 32 Hampton School District No. 2 Horry County Schools Jasper County School District John de la Howe School District Kershaw County School District Lancaster County School District Laurens County School District No. 55 Liberty County School District No. 36 Lexington School District Lexington County School District No. 1	College of Eastern Utah Davis Applied Technology College Davis Applied Technology College Dixie State University Dixie State University Dixie State University Eastern Utah Community College Snow College Southern Utah University Touele Applied Technology College Utah Basin Applied Technology College University of Utah Utah State Hospitals and Clinics Utah State University Utah Valley University Utah Valley University Weber State University Education (K-12) Alpine School District Beaver County School District Box Elder School District Cache County School District Canyons School District Centro De La Familia De Utah Head Start Program-School District Daeglet School District Davis School District Deuelene County School District Emery County School District Freedom Preparatory Academy School District Garfield County School District Hatch School District Grand County School District Iron County School District Jordan County School District Juab County School District Logan City School District Millard School District Mojave School District Murray City School District Nehalem School District North Sanpete County School District North Sanpete County School District North Summit School District Ogden City School District Park City School District Panguitch School District Panguitch School District Panguitch School District Rich County School District Rich School District Rural Utah Child Development Head Start Program School District Off Salt Lake City School District Sevier School District Sevier School District Smith County School District Sun West Head Start Program School District Thomas Edison Charter Schools Tintic School District Tooele County School District Wasatch County School District Washington County School District Wasatch Mountain School District Water 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 Ben Lomond Water Conservancy District Bonneville Water Improvement District Bonneville Water Improvement District Bone Valley Water Improvement District Cache Mosquito Abatement District Cache Valley Transit District Canyonlands Health Care Special Service District Carbon County Municipal Building Authority Carbon County Recreation Transportation Special Service District Cedar Break National Monument Cedar Valley Special Service District Celilar 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 Chadron Water Conservancy District Childress Water Conservancy District Citronwood Improvement District	Town of Fairfield Town of Farmington Town of Friday Harbor Town of Garfield Town of Hamilton Town of Harrah Town of Highland Town of Hiattsville Town of Hills Point Town of Index Town of Ione Town of La Crosse Town of LaGrange Town of Lamont Town of Lehigh Town of Lynden Town of Malden Town of Mansfield Town of Marcus Town of Metairie Town of Milwaukie Town of Naches Town of Napoleon Town of Oakesdale Town of Okanogan Town of Pe Ell Town of Prescott Town of Riverside Town of Rockford Town of Rosalia Town of Ruston Town of Skowhegan Town of South Cle Elum Town of South Prairie Town of Spangle Town of Sprague Town of St. John Town of Steilacoom Town of Tilton Town of Uniontown Town of Washoune Town of Waterville Town of Waverly Town of Wilbur Town of Wilson Creek Town of Winlock Town of Woodbury Town of Yakima Town of Yarrow Point Bailey Technical College Bellevue Community College Bellevue Technical College Big Bend Community College Bozeman Community College Brigham Young University Central Washington University Centralia College Clark College Clower Park Technical College Columbia Basin Community College Community Colleges of Spokane Eastern Washington University Everett Community College Evergreen State College Grays Harbor College Green River Community College Highline Community College Lake Washington Institute of Technology Lower Columbia College Lewis and Clark College Olympic College Peninsula College Pierce College Remton 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 Washington State University Whitman Community College Yakima Valley Community College

[illegible]

	Hawaii	Iaho	Oregon	South Carolina	Utah	Washington
	Mica Kidd Island Fire Protection District Middleton Rural Fire District Midvale Fire Protection District Minidoka County Fire Protection District Mindocounty Highway District Moreland Water and Sewer District Mountrail Regional Fire Protection Authority Mountain Recreation District Nampa and Meridian Irrigation District Nampa Highway District No. 1 New Plymouth Fire District North Brigham County District Library North Carter Hospital District North Fork Snake River Fire-Sewer District North Lake Recreation, Solid Waste and Water District North Latah County Highway District Northern Lakes Fire District Northeast Fire District Notus-Parma Highway District No. 2 Oakley Highway District Oakley Library District Oat Creek Fire District Ogden Tail Recreational District Oregon Bay Water and Sewer District Paindville Health District Parma Rural Fire Protection District Prairie Ridge Water and Sewer District Priesthurst Water District Prosser Irrigation District Purcell Fire District Poroselle Housing Authority Potter-Coburnuck Auditorium District Portland District Library Post Falls Highway District Power County Highway District Prairie Highway District Prairie River Library District Pringle Highway District Rapid River Highway District Red River Highway District Richfield District Library Reidsville Independent Water District Rock Creek Fire District Rockland Rural Fire District Rogerson Water District Roseburg Water District Sagehen Fire District Salmon River Clinic Hospital District Sam Owen Fire District Santa-Fernwood Water and Sewer District Schweitzer Fire-Rescue District Settlers Irrigation District Shelley/Triton Fire District Shoshone-City & Rural Fire District Shoshone-Highway District No. 1 Shoshone-Highway District No. 2 South Bannock Library District South Brigham Soil Conservation District South Boundary Fire Protection District South Custer Fire District South Fork Coeur d'Alene River Sewer District South Latah Highway District South Salmon Highway District Southwesterm Idaho Comprehensive 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 Thermal Springs Fire Protection District Timberlake Fire Protection District Three Creeks Highway District Three Mile Water District Timberlake Fire Protection District Twin Falls Highway District Twin Falls Rural Fire Protection District Twin Ridge-Rural Fire District Upper Foothills Highway District Upper Forda Creek Rural Fire District Warm Lake Recreational Water District Wendell Highway District West Boise Sewer District West Bonner Library District West Bonner Water and Sewer District West Bend Oreille Fire District Western Emmet Fire District Western Emmons County Recreation District Wildier Irrigation District Wilbur Public Library District Wilder Rural Fire Protection District	Riverside School District No. 51J Rogue River School District No. 35 Roseburg Public Schools Salem-Keezer Public School District No. 24I Saniam Canyon School District No. 129J Santiam Christian Schools Seaside Community School District No. JJ Seaside School District No. 95C Seaside School District Sheridan School District No. 48J Sherman County School District Silverwood School District No. 88J Silver Fork School District No. 6J Sierra School District No. 7J South Coast Educational Service District, Region No. 7 South Umpqua School District No. 463J 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. 50Z St. Lawrence School District Stanford School District Starfishin 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 Union School District No. 6 Union School District 5 Vale School District No. 84 Vernonia School District No. 47J Wallawa School District No. 12 Warrenton-Hammond School District No. 30 West Lin-U-Wilsonville School District Willamette Education Service District Winlock School District Wilson-Ballard School District No. 116 Woodburn School District No. 103 Yamhill-Carlton School District No. 1 Yoncalla School District No. 32	Adair Rural Fire Protection District Amity Fire District Applegate Valley Fire District No. 9 Aspen Fire District Arch Cape Water District Arnold Irrigation District Aumville Rural Fire District Baker County Library District Baker Rural Fire Protection District Baker Valley Soil and Water Conservation District Bandon Rural Fire Protection District Barlow Fire 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 Bohemian Park and Recreation District Berling Water District No. 24 Boulder Creek Retreat Special Road District Brownsville Rural Fire District Buell-Red Prairie Water District Bunker Hill Sanitary District Burnington Water District Camella Park Sanitary District Central Oregon Regional Fire District Central Locust Park's Utility District Central Oregon Irrigation District Central Oregon Park and Recreation District Central Oregon Regional Housing Authority Charleston Fire District Charleston Sanitary District Chesham Park and Recreation District Christmas Water Park and Recreation District Chukar Creek Water and Sewer Authority Chukar Creek Water Supply District Christmas Valley Park and Recreation District Clickamas Valley Park and Recreation District Clickamas County Fire District No. 1 Clickamas County Housing Authority Clickamas County Soil and Water Conservation District Clatskanie Park and Recreation District Clatskanie Respires Utility District Clifton Park and Recreation District Clifton Care Center Health District Clatsop County Housing Authority Coverdale Rural Fire Protection District Coburg Rural Fire Protection District	Hartsville Housing Authority Hilton Head No. 1 Public Service District Holly Springs Fire-Rescue District James Island Public Service District Jones Bluff Public Service District Kangaroo Housing Authority 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-Cherokee-Higdon Water District Local Housing Authority Logan County Housing Authority Logan Regional Transportation Authority Logan/Effie Water Authority Marion Housing Authority Marlboro County Housing Authority McColl Housing Authority Medical University Hospital Authority Metropolitan Sewer Sub-District Millport Water and Sewer District Murrells Inlet-Garden City Fire District Myrtle Beach Air Force Base Redevelopment Authority Myrtle Beach Housing Authority Newberry County Water and Sewer Authority Newberry County Water and Sewer Authority North Charleston Housing Authority North Charleston Sewer District North Charleston Water District Onslow County Joint Regional Sewer Authority Palmetto Fire and Fire Subdistrict Parkers Point Development Authority Pee Dee Regional Airport District Pee Dee Regional Transportation Authority Piedmont Public Service District Pioneer Rural Water District Pope John Center Richard-Lexington Airport District Richard-Leighton-Rienbachs Park District Rock Hill Housing Authority Saluda County Water and Sewer Authority Sandys Springs Water District Sanjee Fire Service District Sanjee Waters Regional Transportation Authority Shades Township Fire District Shawnee 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 Finance and Development Authority South Greenville Fire District South Island Public Service District Southside Rural Community Water District Sparksburg Housing Authority Spartanburg Regional Health Services District St. Andrews Public Service District South Carolina St. John's Fire District St. James Fire District Starnes-Jackson-Wellford Duncan Water District Sumter Housing Authority Taftala Rural Community Water District Taylor's Fire and Sewer District Three Rivers Solid Waste Authority Tigerville Fire District Tri-County Solid Waste Authority Trinity Fire District Valley Public Service Authority Wascomaw Regional Transportation Authority Wedgfield Sateburg Water District West Anderson Water District Westview-Fairforest Fire District Whitney Fire Protection District Williamburg County Transit Authority Williamsburg County Water and Sewer Authority Woodruff County Water and Sewer District Woodruff-Hoebuck Water District York County Natural Gas Authority	Utah County Housing Authority Utah Paule Housing Authority Utah Valley Dispatch Special Service District Wasatch County Fire District Wasatch Front Waste and Recycling District Wasatch Mountain Regional Fire District Washington County Water Conservancy District Waste Management Service District No. 5 Weber Basin Water Conservancy District Weber Fire District Weber Mosquito Abatement District Webster-Elder Conservation District Weedville-Meredon Conservancy District Wheelwright Fire Department District Whispering Willows Fire District State State Of Utah Utah Department of Administrative Services Utah Department of Health Utah State legislature Utah State Treasurer	Kittitas School District Kickoot School District No. 402 Le Centre School District Leelanau School District No. 311 LaGrange School District Lake Chelan School District No. 129 Lake Quinalai School District No. 97 Lake Stevens School District No. 4 Lake Washington School District No. 414 Lakeview School District No. 306 Lambert School District Lincoln School District Livestock School District No. 362 Longview School District No. 122 Looni Lake School District No. 183 Lopez Island School District No. 144 Lyle School District No. 406 Lynden School District No. 504 Madison School District No. 120 Malheur School District No. 207 Manitou School District Mary M. Knight School District Mary Walker School District No. 207 Mayaville School District No. 25 McCleary School District No. 65 Medford School District No. 354 Medical Lake School District No. 326 Mercer Island School District No. 400 Meriden School District No. 505 Melroy Valley School District Monroe School District No. 103 Montesano School District No. 66 Morson School District No. 214 Mosier Lake School District No. 161 Moyses School District No. 206 Mt. Adams School District No. 209 Mt. Rainier School District No. 203 Mt. Vernon School District No. 220 Mulattoe School District No. 6 Nichols Valley School District No. 3 Napavine School District No. 14 Naselle-Graye River Valley School District No. 165 Nepelem School District No. 14 Newport School District No. 36-41 3542 39 Newton School District No. 5 Noke School District No. 201 Nooksack Valley School District No. 506 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 Northampton School District No. 211 Oak Harbor School District No. 201 Oakdale School District No. 324 Oakville School District No. 400 Ocean Beach School District No. 101 Occola School District No. 172 Odessa School District No. 105 Orangen School District No. 111 Olympia School District No. 11 Omaha School District No. 19 Onalaska School District No. 300 Onion Creek School District No. 30 Orcas Island School District No. 137 Orchard Prairie School District No. 123 Orient School District No. 65 Oroville School District No. 34 Orrville School District Pallasville School District Pasabe School District No. 102 Passaic School District No. 301 Pasco School District No. 1

Idaho	Oregon		South Carolina		Utah		Washington	
	Wilderness Ranch Fire Protection District	Colton Fire District	Township	Township of Grand Meadow	Petersen School District			
Shoshone-Bannock Tribes	Winona Highway District	Columbia Corridor Drainage Districts Joint Contracting Authority	Tribe	Tribe	Peterson School District No. 50			
	Worley Fire District	Columbia Health District			Pe Ell School District No. 301			
Idaho Department of Administration	Worley Highway District	Columbia River People's Utility District	Catawba Indian Nation	Catawba Indian Nation	Pemberton School District No. 402			
		Columbia Soil and Water Conservation District			Pomeroy School District No. 110			
Idaho Department of Health and Welfare	Idaho Department of Administration	Coos County Airport District			Port Angeles School District No. 121			
	Idaho Department of Health and Welfare	Coos County Library Service District			Port Townsend School District No. 50			
Tribal	State Of Idaho	Coquille Indian Housing Authority			Preston School District No. 402.37			
	Coeur d'Alene Tribe	Corbett Water District			Pride Prep Schools			
Kootenai Tribe of Idaho	Nez Perce Tribal Enterprises	Covallis Rural Fire Protection District			Prosser School District No. 116			
	Shoshone-Bannock Tribes	Crooked River Ranch Special Road District			Puget Sound Educational Service District			
Idaho Department of Health and Welfare	State Of Idaho	Crooked River Ranch Special Road District			Pullman School District No. 287			
		Curry Health District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Dallas Cemetery District No. 4			Quincy School District No. 403			
		Deer Creek Fire District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Deschutes County 911 Service District			Quincy School District No. 403			
		Deschutes Valley Water District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Devils Lake Water Improvement District			Quincy School District No. 403			
		Dexter Rural Fire Protection District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Douglas County Fire District No. 2			Quincy School District No. 403			
		Douglas County Housing Authority			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Douglas Soil and Water Conservation District			Quincy School District No. 403			
		Drakes Crossing Rural Fire Protection District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Dufur Recreation District			Quincy School District No. 403			
		Eagle Valley Soil and Water Conservation District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	East Fork Irrigation District			Quincy School District No. 403			
		East Multnomah Soil and Water Conservation District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	East Umatilla County Health District			Quincy School District No. 403			
		East Valley Water District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Echo Rural Fire District			Quincy School District No. 403			
		Elise-Vinemaple Rural Fire Protection District No. 11			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Emerald People's Utility District			Quincy School District No. 403			
		Emery Fire District No. 69			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Fairview Water District			Quincy School District No. 403			
		Falcon Cove Beach Water District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Farmers Irrigation District			Quincy School District No. 403			
		Gardiner Sanitary District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Gaston Rural Fire District			Quincy School District No. 403			
		Gates Rural Fire Protection District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Georgetown Rural Fire Protection District			Quincy School District No. 403			
		Glendale Rural Fire Protection District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Green River Water District			Quincy School District No. 403			
		Green Sanitary District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Hahnen Road Special District			Quincy School District No. 403			
		Halsey-Shedd Rural Fire Protection District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Hamlet Rural Fire Protection District			Quincy School District No. 403			
		Harbor Sanitary District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Harbor Water Public Utility District			Quincy School District No. 403			
		Harney District Hospital			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Harney Soil and Water Conservation District			Quincy School District No. 403			
		Harriman Rural Fire Protection District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Haselwell Rural Fire Protection District			Quincy School District No. 403			
		Hebo Joint Water and Sewer Authority			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Heets Water District			Quincy School District No. 403			
		Hermiton Cemetery District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Hermiton Fire and Emergency Services District			Quincy School District No. 403			
		Hermiton Irrigation District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Hood River County Fire District			Quincy School District No. 403			
		Hood River County Parks and Recreation District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Hood River County Transportation District			Quincy School District No. 403			
		Hood River Valley Parks and Recreation District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Hoodland Fire District No. 74			Quincy School District No. 403			
		Hubbard Rural Fire Protection District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Ice Fountain Water District			Quincy School District No. 403			
		Illinois Valley Rural Fire Protection District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Isone Rural Fire Protection District			Quincy School District No. 403			
		Jackson County Parks and Recreation Maintenance District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Jackson County Airport Authority			Quincy School District No. 403			
		Jackson County Fire District No. 3			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Jackson County Fire District No. 5			Quincy School District No. 403			
		Jackson County Housing Authority			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Jackson County Library District			Quincy School District No. 403			
		Jackson County Vector Control District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Jackson Soil and Water Conservation District			Quincy School District No. 403			
		Jefferson Rural Fire Protection District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	John Day/Canyon City Parks and Recreation District			Quincy School District No. 403			
		Juniper Flat Rural Fire Protection District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Keating Soil and Water Conservation District			Quincy School District No. 403			
		Kearney Rural Fire Protection District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Keno Fire Protection District			Quincy School District No. 403			
		Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
		Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
		Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
		Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
		Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
		Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
		Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
		Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
		Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
		Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
		Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
		Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
		Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
		Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
		Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
		Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
		Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
		Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
		Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
		Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
		Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
		Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
		Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
		Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
		Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
		Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
		Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
		Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
		Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
		Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
		Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
		Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
		Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
		Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
		Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
		Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
		Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
		Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
		Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
		Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
		Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
		Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
		Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
		Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
		Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
		Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
		Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
		Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
		Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
		Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
		Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
		Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
		Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
		Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
		Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
		Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
		Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
Idaho Department of Health and Welfare	State Of Idaho	Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			
		Kernville-Gleneden Beach-Levick Beach Water District			Quincy School District No. 403			

Page 8 of 14

Willamette Rural Fire Protection District	Highlands Sewer District
Willow Creek Park District	Highline Water District
Winchester Bay Sanitary District	Historic Seattle Preservation and Development Authority
Winlock Fire District	Hyattsville Water and Sewer District
Wood-Cliard Water District	Hyattsville Water District
Woodburn Rural Fire Protection District	Hydro Irrigation District No. 9
Yamhill County Housing Authority	Idle Irrigation District
Yamhill Fire Protection District	Inchellum Water District
Youngs River Lewis and Clark Water District	Irvine Water District No. 6
	Island County Fire District No. 3
State	Island County Fire Protection District No. 1
Oregon Department of Administrative Services	Island County Housing Authority
Oregon Department of Revenue	Island County Public Works District
Oregon Department of Transportation	Jefferson County Fire District No. 5
Oregon Higher Education Coordinating Commission	Jefferson County Fire Protection District No. 1
Oregon Secretary of State	Jefferson County Fire Protection District No. 3
Oregon State Board of Nursing	Jefferson County Public Utility District No. 1
State of Oregon	Jefferson County Water District No. 3
	Jefferson Transit Authority
Tribal	Juniper Beach Water District
Burns Paiute Tribe	Kahewa Water District
Confederated Tribes of Coos, Lower Umpqua and Siuslaw Indians	Kahola Housing Authority
Confederated Tribes of the Grand Ronde Community	Kennebec Housing Authority
Confederated Tribes of the Klamath Reservation	Kennebec Irrigation District
Confederated Tribes of the Umatilla Indian Reservation	Kennebec Public Facilities District
Coquille Indian Tribe	Kennebec Public Hospital District
Klamath Tribes	Kent Fire Department Regional Fire Authority

Lewis County Conservation District	
Lewis County Fire District No. 1	
Lewis County Fire District No. 11	
Lewis County Fire District No. 12	
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 Fire Protection District No. 10	
Lewis County Fire Protection District No. 11	
Lewis County Public Facility 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. 2	
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 Klamath Housing Authority	
Lower Klamath Irrigation District	
Lummi Housing Authority	
Lummi Tribal Sewer and Water District	
Makah Housing Authority	
Malaga Water District	
Manchester Water District	
Manson Park and Recreation District	
Marshallville Flood Control District	
Marshallville Water District	
Mason Conservation District	
Mason County Fire District No. 13	
Mason County Fire District No. 17	
Mason County Fire District No. 2	
Mason County Fire District No. 4	
Mason County Fire Protection District No. 5	
Mason County Fire Protection District No. 8	
Mason County Hospital District No. 1	
Mason County Hospital District No. 2	
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	
Middle River Irrigation District No. 30	
Middle River Irrigation District Rehabilitation District	
Mukilteo Water and Wastewater District	
Mukilteo Water and Wastewater District	
Naches-Selah Irrigation District	
North Beech Water District	
North Central Washington Economic Development District	
North City Water District	
North County Regional Fire Authority	
North Highline Fire District	
North Kitsap Fire District	
North Kitsap Water District	
North Whidbey Park and Recreation District	
Northwest Irrigation District	
Northeast Sammamish Sewer and Water District	
Northshore Utility District	
Northwest Park and Recreation District No. 2	
Okanagan Conservation District	
Okanagan County Cemetery District No. 4	
Okanagan County Fire District No. 6	
Okanagan County Fire District No. 11	
Okanagan County Fire District No. 12	
Okanagan County Housing Authority	
Okanagan County Public Hospital District No. 3	
Okanagan County Public Hospital District No. 4	
Okanagan County Public Utility District No. 1	
Okanagan Fire Protection District No. 16	
Okanagan Irrigation District	
Olympic View Water and Sewer District	
Olympus Terrace Sewer District	
Orangethorpe Water District	
Orchard Avenue Irrigation District No. 6	
Oroville Housing Authority	
Oroville-Tonasnot 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. 2	
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	

Idaho	Pend Oreille County Fire District No. 4	Washington
	Pend Oreille County Library District	
	Pend Oreille County Public Library District	
	Pend Oreille County Public Library District No. 1	
	Pend Oreille Public Utility District No. 1	
	Peninsula Housing Authority	
	Peninsula Metropolitan Park District	
	Peshastin Irrigation District	
	Peshastin Water District	
	Pierce Conservation District	
	Pierce County Fire District No. 13	
	Pierce County Fire District No. 16	
	Pierce County Fire District No. 17	
	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 Fire Protection District No. 22	
	Pike Place Market Preservation and Development Authority	
	Pike Place Market Preservation and Development Authority	
	Point Roberts Water District No. 4	
	Pondaray Shores Water and Sewer District	
	Port Ludlow Drainage District	
	Prescott Joint Parks and Recreation District	
	Prosser Fire District No. 3	
	Prosser Fire District No. 4	
	Public Hospital District No. 1	
	Public Hospital District No. 3	
	Public Utility District No. 1	
	Payallup Tribal Health Authority	
	Quillete Housing Authority	
	Quincy-Columbia Basin Irrigation District	
	Renton Housing Authority	
	Renton Housing Authority	
	Richardson Public Utility District	
	Richard Public Facility District	
	Ronald Water District	
	Roza Irrigation District	
	Sacneen Lake Sewer and Water District	
	Sammamish Plateau Water and Sewer District	
	San Juan Island Library District	
	Saratoga Water District	
	Seattle Fire District	
	Seattle Fire District	
	Seattle-Chittown International District Preservation and Development Authority	
	Seattle Housing Authority	
	Seattle Southside Regional Tourism Authority	
	Selah-Meweé Irrigation District	
	Si View Metropolitan Park District	
	Silver Lake Flood Control District	
	Silver Lake Water And Sewer District	
	Silver Lake Water District	
	Skagit County Cemetery District	
	Skagit County Cemetery District No. 2	
	Skagit County Fire District No. 10	
	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	
	Stamania County Fire District No. 1	
	Stamania County Fire District No. 4	
	Stamania County Public Hospital District No. 1	
	Stamania County Public Hospital District	
	Stemway 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	

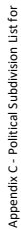
Whatcom County Fire District No. 1	Whatcom County Fire District No. 11
Whatcom County Fire District No. 14	Whatcom County Fire District No. 16
Whatcom County Fire District No. 17	Whatcom County Fire District No. 19
Whatcom County Fire District No. 4	Whatcom County Fire District No. 5
Whatcom County Fire District No. 7	Whatcom County Fire District No. 8
Whatcom County Fire District No. 1	Whatcom County Public Utility District No. 1
Whatcom County Water District No. 12	Whatcom County Water District No. 13
Whatcom County Water District No. 15	Whatcom County Water District No. 2
Whatcom County Water District No. 7	Whatcom Transportation Authority
Whidbey Island Public Hospital District	Whitstone Reclamation District
Whitman County Fire District No. 11	Whitman County Fire Protection District No. 12
Whitman County Fire Protection District No. 14	Whitman County Fire Protection District No. 2
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	William Shore Memorial Pool District
Williams Lake-Sewer District No. 2	Wine-Science Center Development Authority
Winthrop Judicial District	Woodpecker Judicial District
Yakima 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 Fire Protection District No. 14	Yakima County Regional Health Center 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	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 Coquille Reservation
Confederated Tribes of the Yakama Nation	Cowlitz Indian Tribe
Hoh Indian Tribe	Jamestown S'Kallam Tribe
Kallispel Tribe of Indians	Lower Elwha Klallam Tribe
Lummi Indian Nation	Makah Tribe
Makah Indian Tribe	Metsiwan Indian Tribe
Nisqually Indian Tribe	Nooksack Indian Tribe
Port Gamble S'Kallam Tribe	Puyallup Tribe of Indians
Quileute Indian Tribe	Quinault Indian Nation
Saminish Indian Nation	Six Nations of the Skagit River
Six Nations of the Skagit River	Skokomish Indian Tribe
Snoqualmie Indian Tribe	Spokane Tribe
Squakine Island Tribe	Stillaguamish Tribe of Indians
Sugarmash Tribe	Swinomish Indian Tribal Community
Umatilla Indian Reservation	Upper Skagit Indian Tribe
Upriver Skagit Indian Tribe	Yakama Nation Land Enterprise



Special Districts

Public K-12
Acomack County Public Schools
Albemarle County Public Schools
Alexandria City Public Schools
Allegheny County Public Schools
Anne Arundel County Public Schools
Amherst County Public Schools
Appomattox County Public Schools
Argentine Public Schools
Atlantic Shore Christian Schools
Baltimore County Public Schools
Bath County Public Schools
Bedford County Public Schools
Bland County Public Schools
Borietown County Public Schools
Brownwood County Public Schools
Buckham County Schools
Buckingham County Public Schools
Buena Vista City Public Schools
Cabell-Martin County Public Schools
Caroline County Public Schools
Carroll County Public Schools
Charles City County School District
Charlotte City Public Schools
Charlottesville City Schools
Chesapeake Bay Public Schools
Chesfield County Public Schools
Clarke County School District
Colonial Beach Schools
Commonwealth Public Schools
Covington City Public Schools
Craig County Public Schools
Cum gratia County Public Schools
Danvers County Public Schools
DeWitt County Public Schools
Dixwell County Public Schools
Fairfax County Public Schools
Fort Chiswell City Public Schools
Floyd County Public Schools
Fluvanna County Public Schools
Franklin City Schools
Franklin County Public Schools
Frederick County Public Schools
Gallatin Valley Public Schools
Galax City Public Schools
Giles County Public Schools
Gloucester County Public Schools
Goodland County Public Schools
Greene County Public Schools
Greenway County Public Schools
Hallifax County Public Schools
Hampton City Schools
Harrisonburg City Public Schools
Harrisonburg City Public Schools
Henry County Public Schools
HIGHLAND COUNTY PUBLIC SCHOOLS
Hinckley Public Schools
Imogene Schools
King of Wilph County Schools
King and Queen County Public Schools
King George County Public Schools
King William County Public Schools
Lancaster County Public School System
Lee County Public Schools
Leesville City Schools
Loudoun County Public Schools
Louisiana County Public Schools
Lynchburg City Public Schools
Madison County Public Schools
Manassas City Public Schools
Marshall County Public Schools
Martinsville Public Schools
Meigs County Public Schools
Middlesex County Public Schools
Montgomery County Public Schools
Nelson County Public Schools
Newport News Public Schools
Norfolk Public Schools
Northampton County School District
Northumberland County Public Schools
Oakton City Public Schools
Orange County Public Schools

Public Higher Education
Blue Ridge Community College
Central Virginia Community College
Christopher Newport University
College of William and Mary
College of William and Mary
Danielle Community College
Eastern Shore Community College
Eastern Shore Medical School
George Mason University
George Mason University
J. Sargent Reynolds Community College
James Madison University
John Tyler Community College
Longwood University
Longwood University
Massanutten Technical Center
Mountain Empire Community College
New College Institute
New River Community College
Old Dominion University
Norfolk State Community College
Patrick Henry Community College
Paul D. Camp Community College
Radford University
Radford University
Rappahannock Community College
Richard Bland College
Rowntree Technical Center
Southern Virginia Higher Education Center
Southern Virginia Higher Education Center
Southwest Virginia Community College
State Council of Higher Education for Virginia
Thomas Nelson Community College
Tidewater Community College
Tidewater Community College
University of Virginia
University of Virginia Foundation
University of Virginia Health System
University of Virginia, Wise
University of Virginia, Wise
Virginia Commonwealth University
Virginia Commonwealth University
Virginia Highlands Community College
Virginia Military Institute
Virginia State University
Virginia State University
Virginia State University
Virginia Western Community College
Wytheville Community College

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 Ennore	Montgomery Regional Solid Waste Authority	Patrick County Public Schools	Shenandoah County			
Town of Farmville	W. Rogers Planning District Commission	Petersburg City Public Schools	Smyth County			
Town of Fincastle	North River Regional Water Authority	Petersburg City Public Schools District	Spartanburg County			
Town of Floyd	New River Resource Authority	Poquoson City Public Schools	Spotsylvania County			
Town of Fries	New River Valley Planning District Commission	Potomac Public Schools	Stafford County			
Town of Front Royal	New River Valley Regional Jail Authority	Powhatan County Public Schools	Surry County			
Town of Galax	Newport News Redevelopment and Housing Authority	Prince Edward County Schools	Sussex County			
Town of Gettysburg	Norfolk Airport Authority	Prince George County Public Schools	Talbot County			
Town of Glasgow	Norfolk Economic Development Authority	Prince William County Schools	Tri-County Lake Administrative Commission			
Town of Glen Lyn	Norfolk Redevelopment and Housing Authority	Rafford City Schools	Warren County			
Town of Gordonsville	Norfolk Redevelopment and Housing Authority	Rappahannock County Public Schools	Washington County			
Town of Graham	Northern Neck Planning District Commission	Rappahannock County Public Schools	Westmoreland County			
Town of Greensboro	Northern Virginia Transportation Authority	Richmond County Public Schools	Wilder County			
Town of Groton	Northwestern Regional Jail Authority	Romoke City Public Schools	Wine County			
Town of Halifax	NRV Regional Water Authority	Romoke County Public Schools	York County			
Town of Hamilton	Panhandle Regional Jail Authority	Rosburg County Schools				
Town of Haymarket	Parkway Regional Jail Authority	Russell County Public Schools				
Town of Henrico	Paper's Ferry Regional Wastewater Treatment Authority	Salem City Schools				
Town of Hillsville	Petersburg Redevelopment and Housing Authority	Scott County Public Schools				
Town of Hotter	Peunamened Creek Regional Jail Authority	Shenandoah County Public Schools				
Town of Independence	Piedmont Soil and Water Conservation District	Shenandoah 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 Kenbridge	Pulaski County Sewerage Authority	Stafford County Public Schools				
Town of Kilmoryn	Putnam County Public Service Authority	Stafford County Public Schools				
Town of La Crosse	Randolph County Water, Sewer and Fire Protection Authority	Surry County Public Schools				
Town of Lawrenceville	Rappahannock Regional Jail Authority	Sussex County Public Schools				
Town of Leesburg	Rappahannock-Shenandoah-Warren Regional Jail Authority	Tazewell County Public Schools				
Town of Lexington	Richmond County Public Service Authority	Virginia Beach City Public Schools				
Town of Lovettsville	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 Mineral	Roma Solid Waste Authority	Winchester County Public Schools				
Town of Monterey	Roma Water and Sewer Authority	Wine County Public Schools				
Town of Montross	Riverside Regional Jail Authority	Wilder County Public Schools				
Town of Mt. Jackson	Romoke Redevelopment and Housing Authority	York County Public Schools				
Town of New Castle	Romoke Valley Broadband Authority					
Town of New Market	Romoke Valley Resource Authority					
Town of Nickelsville	Robert E. Lee Soil and Water Conservation District					
Town of Occoquan	Roanoke Area Network Authority					
Town of Orange	Roanoke County Public Service Authority					
Town of Parkley	Russell County Industrial Development Authority					
Town of Pearisburg	Russell County Public Service Authority					
Town of Petersburg	Scott County Economic Development Authority					
Town of Petersburg Gap	Scott County Redevelopment and Housing Authority					
Town of Phoenix	Smith County Industrial Development Authority					
Town of Picholtas	Smyth Washington Regional Industrial Facilities Authority					
Town of Pound	South Central Wastewater Authority					
Town of Purcellville	Southeastern Public Service Authority					
Town of Quantico	Southside Regional Jail Authority					
Town of Remington	Southwest Regional Recreation Authority					
Town of Rich Creek	Southwest Virginia Regional Jail Authority					
Town of Ridgeley	Suffolk Redevelopment and Housing Authority					
Town of Rocky Mount	Tazewell County Airport Authority					
Town of Rural Retreat	Tazewell County Industrial Development Authority					
Town of Scottsville	Tazewell County Public Service Authority					
Town of Shenandoah	Tazewell County Public Service Authority					
Town of Smithfield	Thomas Jefferson Soil and Water Conservation District					
Town of South Boston	Tombs Brook-Maurentown Sanitary District					
Town of Spotsylvania	Upper Occoquan Sewerage Authority					
Town of Stanley	Valley Municipal Utility District No. 2					
Town of Stephens City	Valley Regional Jail Authority					
Town of Strasburg	Virginia Beach Development Authority					
Town of Tangle	Virginia Highlands Airport Authority					
Town of Tazewell	Virginia Housing Development Authority					
Town of Timberville	Virginia Port Authority					
Town of Urbana	Virginia Resources Authority					
Town of Victoria	Virginia Tech/Montgomery Regional Airport Authority					
Town of Vienna	Virginia Water Authority					
Town of Vinton	Virginia Water Authority					
Town of Warrenton	Washington County Industrial Development Authority					
Town of Washington	Washington County Service Authority					
Town of Waverly	Waynesboro Economic Development Authority					
Town of White Stone	Waynesboro Redevelopment and Housing Authority					
Town of Windsor	Western Virginia Water Authority					
Town of Wise	Williamsburg Area Transit Authority					
Town of Woodstock	Winchester Regional Airport Authority					
Town of Wytheville	Wired Road Authority					
	Wythe County Economic Authority					
	Wythe County Redevelopment and Housing Authority					
	Woodbury Water and Sewer Authority					
	Wytheville Redevelopment and Housing Authority					



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/4/2019

REQUESTED ACTION BY COMMISSION: PROPOSED RESOLUTION NO. R19-063 - Authorize the City Manager to sign a contract with Killebrew, Inc. of Lakeland, FL for scope of work that includes pre-chlorinated pipe bursting of potable water mains on Loquat Tree Dr. and Old Spanish Trail, in the amount of \$426,950 plus a 10% contingency of \$42,695 if needed for staff approval of change orders for unforeseen conditions for a total expenditure of \$469,645.

EXPLANATION OF REQUEST:

The City has identified water main piping on Loquat Tree Dr. and Old Spanish Trail that will require replacement. The scope of work on Loquat Tree Dr. and Old Spanish Trail consists of pipe bursting a total of 2,700 linear ft. of existing 4" asbestos cement water main piping and replacing it with 6" pre-chlorinated HDPE (high-density polyethylene) water main piping. Pipe Bursting is a trenchless method of replacing outdated or in adequate buried water main pipes.

The Scope of Work outlined in the request for Bid includes (but not limited to) the following:

- Task 1 – Pipe Bursting at various locations
- Task 2 – Connection to existing water service pipe
- Task 3 – Maintenance of Traffic
- Task 4 – Site and Pavement Restoration

The selected Contractors furnish all labor, materials, equipment, incidentals and appurtenances to complete the "As Needed" Work as outlined in the purchase orders or Contract.

Both submitting firms were evaluated and determined qualified based on their written submissions. The Bid was awarded as follows by the Commission on May 17, 2016:

PRIMARY VENDOR: Murphy Pipeline Contractors, 1876 Everlee Road Jacksonville Florida 32216

SECONDARY VENDOR: Killebrew, Inc. PO Box 6258 Lakeland Florida.

Killebrew is a qualified firm as determined by qualifications and bids submitted on April 20, 2016, resulting from the responses to the Request for Bids for Pre-Chlorinated Pipe Bursting of Potable Water Mains, Bid No. 036-2821-16/TP. The City Commission approved a one-year renewal of Bid No. 036-2821-16/TP on April 16, 2019. Renewal Period: May 17, 2019 - May 16, 2020.

With City Commission approval, City Staff will issue a purchase order (PO) for the scope of work shown in the attachments.

Renewed on April 16, 2019 for the period May 17, 2019 thru May 16, 2020.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

This approval will allow City staff to issue a purchase order based on the unit costs provided by the qualified contractor to perform potable pipeline replacement. Water main replacement will provide increased capacity and reliability for the distribution of potable water as well as fire flow water to areas with increasing demands.

FISCAL IMPACT: Budgeted

Funds for this repair service will be available from the FY 19/20 Utilities Capital budget account number 403 5016 533 65 02, WT1603

ALTERNATIVES:

Not approve proposal for scope of work and seek contractors who will replace water main piping by open cut method of excavating, which will significantly increase restoration costs.

STRATEGIC PLAN:**STRATEGIC PLAN APPLICATION:****CLIMATE ACTION:** No**CLIMATE ACTION DISCUSSION:**

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Resolution	Resolution approving contract with Killebrew for pipe bursting mains on Loquat and Old Spanish Trail
<input type="checkbox"/> Contract	Draft Contract
<input type="checkbox"/> Addendum	Loquat Tree/Old Spanish Trail Quote
<input type="checkbox"/> Drawings	Loquat Tree Dr./Old Spanish Trail Pipe Burst
<input type="checkbox"/> Bid	Killebrew Bid proposal
<input type="checkbox"/> Addendum	Request for Quote
<input type="checkbox"/> Attachment	Renewal 19-20 Agenda Coversheet
<input type="checkbox"/> Attachment	Renewal 19-20 Summary
<input type="checkbox"/> Addendum	Agenda Item

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29
- 30
- 31

3 A RESOLUTION OF THE CITY OF BOYNTON BEACH,
4 FLORIDA, APPROVING AND AUTHORIZING THE CITY
5 MANAGER TO SIGN A CONTRACT WITH KILLEBREW,
6 INC., OF LAKELAND, FL FOR SCOPE OF WORK THAT
7 INCLUDES PRE- CHLORINATED PIPE BURSTING OF
8 POTABLE WATER MAINS ON LOQUAT TREE DR. AND
9 OLD SPANISH TRAIL, IN THE AMOUNT OF \$426,950 PLUS
10 A 10% CONTINGENCY OF \$42,695.00 IF NEEDED FOR
11 STAFF APPROVAL OF CHANGE ORDERS FOR
12 UNFORESEEN CONDITIONS FOR A TOTAL
13 EXPENDITURE OF \$469,645; AND PROVIDING AN
14 EFFECTIVE DATE.

16 **WHEREAS**, the City has identified water main piping on Loquat Tree Drive and
17 Old Spanish Trail that will require replacement due to pipe bursting for a total of 2,700
18 linear feet of existing 4" asbestos cement water main piping; and

19 **WHEREAS**, on May 17, 2016 the City Commission awarded Bid No. 036-2821-
20 16/TP for Pre-Chlorinated Pipe Bursting of Potable Water Mains to two vendors, one of
21 which is Killebrew, Inc.; and

22 **WHEREAS**, the City Commission approved a one year renewal of that Bid award
23 on April 16, 2019; and

24 **WHEREAS**, the City Commission of the City of Boynton Beach upon recommendation
25 of staff, deems it to be in the best interest of the citizens of the City of Boynton Beach to approve
26 and authorize the City Manager to sign a contract with Killebrew, Inc., based on Bid No. 036-
27 2821-16/TP for work that includes pre-chlorinated pipe bursting of potable water mains on
28 Loquat Tree Drive and Old Spanish Trail in the amount of \$426,950 plus a 10% contingency
29 of \$42,695.00 if needed for staff approval of change orders for unforeseen conditions for a total
30 expenditure of \$469,645.

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

32 **THE CITY OF BOYNTON BEACH, FLORIDA, THAT:**

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

35 **Section 2.** The City Commission of the City of Boynton Beach, Florida, hereby
36 approves the award of bid and authorizes the City Manager to sign a contract with Killebrew,
37 Inc. of Lakeland, FL for scope of work that includes pre- chlorinated pipe bursting of potable
38 water mains on Loquat Tree Dr. and Old Spanish Trail, in the amount of \$426,950 plus a 10%
39 contingency of \$42,695.00 if needed for staff approval of change orders for unforeseen
40 conditions for a total expenditure of \$469,645, a copy of which is attached hereto as Exhibit
41 “A”.

42 **Section 3.** That this Resolution shall become effective immediately.

43 **PASSED AND ADOPTED** this ____ day of _____, 2019.

44 CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		

ATTEST:

Judith A. Pyle, CMC
City Clerk

67 (Corporate Seal)



CONSTRUCTION CONTRACT

RE-BID FOR THE PRE-CHLORINATED PIPE BURSTING OF POTABLE WATER MAINS LOQUAT TREE AND OLD SPANISH TRAIL PIPE BURSTING

THIS AGREEMENT is entered into between the CITY OF BOYNTON BEACH, a municipal corporation, hereinafter referred to as "CITY", and **Killebrew, Inc.**, a corporation authorized to do business in the State of Florida, hereinafter referred to as the "CONTRACTOR".

WHEREAS, the CITY has awarded to the CONTRACTOR the work of performing certain construction services.

WHEREAS, at its meeting of _____, 2019, by Resolution No.:_____, the CITY Commission authorized the proper CITY officials to execute this Contract hereinafter referred to as Contract No.: _____, and;

NOW, THEREFORE, CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. SCOPE OF WORK.

CONTRACTOR shall furnish all plant, labor, materials, and equipment and perform all the necessary WORK in the manner and form provided in the Contract Documents entitled: Re-Bid Pre-Chlorinated Pipe Bursting of Potable Water Mains", Invitation to Bid #036-2821-16/TP.

Article 2. CONTRACT TIME; LIQUIDATED DAMAGES.

- 2.1 The WORK will be substantially completed within **60** calendar days from the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.9 of the General Conditions within **30** calendar days from the date of Substantial Completion.
- 2.2 Liquidated Damages. The CITY and CONTRACTOR recognize and acknowledge that time is of the essence of this Contract and that the CITY will suffer financial loss if the WORK is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. Each of the parties acknowledges that it has attempted to quantify the damages which would be suffered by the CITY in the event of the failure of CONTRACTOR to perform in a timely manner, but neither one has been capable of ascertaining such damages with a certainty. CITY and CONTRACTOR also recognize and acknowledge the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by the CITY if the WORK is not completed on time. Accordingly, instead of requiring any such proof, the CITY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay the CITY, **EIGHT HUNDRED Dollars (\$800.00)** for each day that expires after the time specified in paragraphs 3.1 for substantial completion until the WORK is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining WORK within the Contract Time or any proper extension thereof granted by the CITY, CONTRACTOR shall pay CITY **TWO HUNDRED Dollars (\$200.00)** for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 3. CONTRACT PRICE.

CITY shall pay CONTRACTOR, for faithful performance of the Contract, in lawful money of the United States of America, and subject to the additions and deductions as provided in the Contract Documents, a total sum as follows:

Based on the Contract prices shown in the Bid Form submitted to the CITY as subsequently revised and as stated herein, a copy of such Bid Form being a part of the Contract Documents, the aggregate amount of this Contract **(obtained from either the lump sum price, the application of unit prices to the quantities shown in the Bid Form or the combination of both)** not to exceed:

FOUR HUNDRED TWENTY-THREE THOUSAND SIX HUNDRED FIFTY DOLLARS AND ZERO CENTS
(Written)

\$423,650.00
(Numerical)

Article 4. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. CITY will process Applications for Payment as provided in the General Conditions.

- 4.1 Progress Payments. CONTRACT may submit an Application for Payment as recommended by CONSULTANT, for WORK completed during the Project at intervals of not more than once a month. All progress payments will be on the basis of the progress of WORK measured by the schedule of values established in Paragraph 2.9.1 of the General Conditions and in the case of Unit Price Work based on the number of units completed or, in the event there is no schedule of values, as provided in the General Requirements.
- 4.2 Prior to Substantial Completion progress payments will be made in an amount equal to 90% of WORK completed, but, in each case, less the aggregate of payments previously made and less such amounts as CONSULTANT shall determine, or CITY may withhold, in accordance with paragraph 14.5 of the General Conditions.
- 4.3 CONTRACTOR shall submit with each Application for Payment, and updated progress schedule acceptable to the CITY and a Warranty of Title/release of liens relative to the Work that is the subject of the Application. Each Application for Payment shall be submitted to the CITY for approval. The CITY shall make payment to the CONTRACTOR within thirty (30) days after approval by the CITY of CONTRACTOR'S Application for Payment and submission of an acceptable updated progress schedule.
- 4.4 Ten percent (10) of all monies earned by the CONTRACTOR shall be retained by CITY until fifty (50) percent completion of the construction services purchased (defined as that point at which fifty (50) percent of the construction of the work as defined in the Contract Schedule of Values has been performed under the contract by the CONTRACTOR) has been reached.
- 4.5 After fifty (50) percent completion of the construction work purchased under the Contract has been reached, five (5) percent of all monies earned by the CONTRACTOR shall be retained by the CITY until Final Completion and acceptance by CITY.
- 4.6 The CITY may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:
 - a. Defective Work not remedied.
 - b. Claims filed or reasonable evidence indicating probable filing of claims by other

- parties against CONTRACTOR.
- c. Failure of CONTRACTOR to make payments properly to SUBCONTRACTORS or for material or labor.
- d. Damage to another CONTRACTOR not remedied.
- e. Liquidated damages and costs incurred by the CITY for extended construction administration.

When the above grounds are removed or resolved or CONTRACTOR provides a surety bond or consent of Surety, satisfactory to the CITY, which will protect the CITY in the amount withheld, payment may be made in whole or in part.

- 4.7 Final Payment. Upon final completion and acceptance of the WORK in accordance with paragraph 14.10 of the General Conditions, CITY shall pay the remainder of the Contract Price as recommended by CONSULTANT as provided in paragraph 14.10.

Article 5. CONTRACTOR GUARANTEE.

CONTRACTOR warrants all work, materials and equipment shall be free from damages and/or defects owing to faulty materials or workmanship for a period of one (1) year after completion of the WORK covered by this Contract. The CONTRACTOR, free of all costs to the CITY, shall replace any part of the equipment, materials, or work included in this Contract, which proves to be defective by reason of faulty materials, damages, and/or workmanship within twelve (12) month period.

Article 6. CONTRACT DOCUMENTS.

The Documents hereinafter listed shall form the Contract and they are as fully a part of the Contract as if attached hereto:

- 6.1 Notice to Contractors
- 6.2 Instructions to Bidders
- 6.3 Bid Forms (including the Bid, Bid Schedule(s), Information Required of Bidder, Approved Bid Bond, and all required certificates, affidavits and other documentation)
- 6.4 Warranty of Title / Insurance Advisory Form
- 6.5 Contractor's Performance and Payment Bond
- 6.6 General Conditions for Construction
- 6.7 Supplemental Conditions for Pipe Bursting
- 6.8 City Special Conditions 'I'
- 6.9 City Technical Specifications 'II'
- 6.10 City Construction Standards and Details 'III'
- 6.11 Pipe Bursting Standards – Section 4 & Section 5 'IV'
- 6.12 Certification Pursuant to Florida STATUTE § 287.135

ARTICLE 7. NOTICE: All notices required in this Contract shall be sent by certified mail, return receipt requested and if sent to the CITY shall be mailed to:

City of Boynton Beach
Attn: Tremaine Johnson, Manager, Field Operations

124 E. Woolbright Road
Boynton Beach, FL 33435
Tel (561) 742 - 6476

Copy to: Procurement Services
Attn: Director of Finance
City of Boynton Beach
3301 Quantum Boulevard, Suite 101
Boynton Beach FL 33426
Tel (561) 742-6322
Fax (561) 742-6316

And if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR: Killebrew, Inc.
ADDRESS: 2830 Winter Lake Rd
CITY/STATE/ZIP: Lakeland, FL. 33803
PO Box 6258
Lakeland, FL 33807
Attn: William C. Thomas IV
Tel: (863) 701-0273
Fax: (863) 701-0621

Article 8. INDEMNITY.

In consideration of Twenty-Five Dollars (\$25.00) in hand paid and other valuable consideration, receipt of which is hereby acknowledged, CONTRACTOR agrees to defend, indemnify and hold harmless the CITY, its agents and employees, in accordance with paragraph 6.17 of the General Conditions which is incorporated herein and made a part hereof as if fully set forth herein. It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statutes 725.06. It is further the specific intent and agreement of said parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the Specific Consideration.

Article 9. REIMBURSEMENT OF CONSULTANT EXPENSES.

Should the completion of this Contract be delayed beyond the specified or adjusted time limit, CONTRACTOR shall reimburse the CITY for all expenses of consulting and inspection incurred by the CITY during the period between said specified or adjusted time and the actual date of final completion. All such expenses for consulting and inspection incurred by the CITY will be charged to CONTRACTOR and be deducted from payments due CONTRACTOR as provided by this Contract. Said expenses shall be further defined as CONSULTANT charges associated with the construction contract administration, including resident project representative costs.

Article 10. FLORIDA'S PUBLIC RECORDS LAW.

The City is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- 10.1 Keep and maintain public records required by the CITY to perform the service;
- 10.2 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, Florida Statute or as otherwise provided by law;
- 10.3 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,

- 10.4 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.

10.5 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:

**(CITY CLERK) 100 E. BOYNTON BEACH BOULEVARD
BOYNTON BEACH, FLORIDA, 33435.
561-742-6061.
PYLEJ@BBFL.US**

Article 11. SCRUTINIZED COMPANIES 287.135 and 215.473.

By submission of this Bid, Proposer certifies that Proposer is not participating in a boycott of Israel. Proposer further certifies that Proposer is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

Article 12. MISCELLANEOUS.

- 12.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 12.2 CITY and CONTRACTOR each binds itself, their partners, successors, assigns and legal representatives to the other party hereto, their partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year set forth below their respective signatures.

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

DATED this _____ day of _____, 2019.

CITY OF BOYNTON BEACH

City Manager

Contractor

Attest/Authenticated:

Title

City Clerk

(Corporate Seal)

Approved as to Form:

Attest/Authenticated:

Office of the City Attorney

Secretary

ATTACHMENT “A”





PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that _____
(Insert name of Contractor)

_____ as Principal,
(Address or legal title of Contractor)

hereinafter _____ called _____ Contractor, _____ and
(Name and address of Surety)

_____ as Surety, hereinafter called Surety, are held and firmly bound unto CITY OF BOYNTON BEACH, P.O. BOX 310, BOYNTON BEACH, FLORIDA 33425-0310 as Obligee, hereinafter called Owner, in the amount of _____ Dollars (\$_____), for payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated _____, 20____, entered into a contract with Owner for _____ in accordance with drawings and specifications prepared by _____ which contract is by reference made a part of hereof, and is hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform such Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the most responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the most responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of one (1) year from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

This bond is issued in compliance with Section 255.05, Florida Statutes as may be amended. A claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for its labor, materials, or supplies shall, within 45 days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish the Contractor with a notice that he intends to look to the bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for its labor, materials, or supplies shall, within 90 days after performance of the labor or after complete delivery of the materials or supplies, deliver to the Contractor and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and the nonpayment. No action for the labor, materials, or supplies may be instituted against the Contractor or the Surety unless both notices have been given. No action shall be instituted against the Contractor or the Surety on the bond after one (1) year from the performance of the labor or completion of delivery of the materials or supplies.

Signed and sealed this _____ day of _____, 2019.

Principal (Seal)

Witness

Title

Surety

Witness

Attorney-in-Fact

END OF PERFORMANCE BOND



PAYMENT BOND

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that _____
(Insert name of Contractor)

_____ as Principal,
(Address or legal title of contractor)

hereinafter called Principal, and _____
(Name and address of Surety)

_____ as Surety, hereinafter called Surety, are held and firmly bound unto CITY OF BOYNTON BEACH, P.O. BOX 310, BOYNTON BEACH, FLORIDA 33425-0310 as Obligee, hereinafter called Owner, for the use and benefit of claimants as here below defined, in the amount of

_____ Dollars (\$_____), for payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____, 2019, entered into a contract with Owner for _____ in accordance with drawings and specifications prepared by _____ which contract is by reference made a part of hereof, and is hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water,

gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
 - a. Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which such claimant is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for when the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer.
 - b. After the expiration of one (1) year following the date on which Principal ceased work on such Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - c. Other than in a State Court of competent jurisdiction in and for the County or other political subdivision of the State in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of a payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics liens which may be filed of record against such improvements, whether or not claim for the amount of such lien be presented under and against this bond.
5. This bond is issued in compliance with Section 255.05, Florida Statutes, as may be amended. A claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for its labor, materials, or supplies shall, within 45 days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish the Contractor with a notice that he intends to look to the bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for its labor, materials, or supplies shall, within 90 days after performance of the labor or after complete delivery of the materials or supplies, deliver to the Contractor and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and the nonpayment. No action for the labor, materials, or supplies may be instituted against the Contractor or the Surety unless both notices have been given. No action shall be instituted against the Contractor or the Surety on

the bond after one (1) year from the performance of the labor or completion of delivery of the materials or supplies.

Signed and sealed this _____ day of _____, 2019.

Witness

Principal (Seal)

Witness

Surety

Attorney-in-Fact

END OF PAYMENT BOND

**CERTIFICATION PURSUANT TO FLORIDA
STATUTE § 287.135**

I, _____, on behalf of _____ certify
Print Name and Title Company Name

that _____ does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum
Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from:

- 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and
- 2) Contracting with companies for goods or services in any amount that are on either, the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida

Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

COMPANY NAME

SIGNATURE

PRINT NAME

TITLE



**CITY OF BOYNTON BEACH
WARRANTY OF TITLE**

STATE OF FLORIDA

COUNTY OF _____, being first duly sworn, deposes and says
as follows:

He is _____ of _____,
(Title) (Name of Corporation or Firm)

a Florida Corporation	(_____)	Check One
a Florida General Partnership	(_____)	
a Florida Limited Partnership	(_____)	
a Sole Proprietor	(_____)	

which is named in Construction Contract dated the _____ day of _____,
20____, between such corporation as the CONTRACTOR and the City of Boynton Beach, Florida
as the OWNER, for the construction of _____
and Affiant is authorized to make this
Affidavit as, or on behalf of, the Contractor as named above.

Title to all work, materials and equipment covered by the attached Final Application for
Payment dated _____, passes to the Owner at the time of payment free and
clear of all liens, and all laborers, material men and subcontractors have been paid for performing or
furnishing the work, labor or materials upon such Contract work covered by the aforesaid Final
Application for Payment.

This statement under oath is given in compliance with Section 713.06 Florida Statutes.

Affiant

Sworn to and subscribed before me this _____ day of _____, 2019.

Notary Public, State of Florida at Large

My Commission expires:
(SEAL)

END OF WARRANTY OF TITLE

**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	\$ 300,000.00
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



Site Development, Utility Construction & Engineering

Lakeland
tel: (813) 835-1111
fax: (813) 835-1112

BUDGET

To: City of Boynton Beach

Attn: Brandon Mingo

Ref: Loquat and Spanish Trail Bursting

DESCRIPTION		QTY		UNIT \$
General Conditions				
G-1	Mobilization / Demobilization	1	LS	\$20,000.00
G-1	MOT City R/W	1	LS	\$5,000.00
G-1	Pre and Post Construction Video	1	LS	\$5,000.00
Drawings	Record Drawings	1	LS	\$15,000.00
Survey	Construction Survey	1	LS	\$5,000.00
R-1 Surface Restoration				
R-1B	6" Concrete	1500	SF	\$8.50
R-1C	3" Asphalt	1500	SF	\$9.00
Pipe Bursting				
2.1	6" HDPE	2700	LF	\$75.00
2.2	8" HDPE	0	LF	\$88.00
2.3	10" HDPE	0	LF	\$101.00
2.4	12" HDPE	0	LF	\$132.00
Valves and Fittings				
3.1	4" Gate valve	0	EA	\$1,450.00
3.2	6" Gate valve	9	EA	\$1,650.00
3.3	8" Gate valve	0	EA	\$2,417.00
3.4	10" Gate valve	0	EA	\$3,220.00
3.5	12" Gate valve	0	EA	\$3,550.00
3.6	FH on 6"	3	EA	\$4,600.00
3.7	FH on 8"	0	EA	\$4,767.00
3.8	6" Tee	3	EA	\$550.00
3.9	8x6 Tee	0	EA	\$670.00
3.10	8" Tee	0	EA	\$775.00
3.11	10x6 Tee	0	EA	\$900.00
3.12	10x8 Tee	0	EA	\$965.00
3.13	10x10 Tee	0	EA	\$1,100.00
3.14	12x6 Tee	0	EA	\$1,100.00
3.15	12x8 Tee	0	EA	\$1,275.00
3.16	12x10 Tee	0	EA	\$1,350.00
3.17	12" Tee	0	EA	\$1,500.00
Customer Connections				
4.1.1	1" short side water service	10	EA	\$1,350.00
4.1.2	6" Water main	10	EA	\$200.00
4.1.3	8" Water main	0	EA	\$250.00
4.1.4	10" Water main	0	EA	\$300.00
4.1.5	12" Water main	0	EA	\$350.00
4.2.1	2" short side water service	10	EA	\$1,800.00

4.2.2	6" Water main	10	EA	\$250.00
4.2.3	8" Water main	0	EA	\$300.00
4.2.4	10" Water main	0	EA	\$350.00
4.2.5	12" Water main	0	EA	\$400.00
4.3.1	1" long side water service	10	EA	\$2,100.00
4.3.2	6" Water main	10	EA	\$200.00
4.3.3	8" Water main	0	EA	\$250.00
4.3.4	10" Water main	0	EA	\$300.00
4.3.5	12" Water main	0	EA	\$350.00
4.4.1	2" long side water service	10	EA	\$2,760.00
4.4.2	6" Water main	10	EA	\$250.00
4.4.3	8" Water main	0	EA	\$300.00
4.4.4	10" Water main	0	EA	\$350.00
4.4.5	12" Water main	0	EA	\$400.00
LineStops				
5.1	6" Water main	4	EA	\$7,200.00
5.2	8" Water main	0	EA	\$8,800.00
5.3	10" Water main	0	EA	\$11,200.00
5.4	12" Water main	0	EA	\$13,260.00

Killebrew, Inc.
P.O. Box 6258
and, FL 33807
363) 701-0273
363) 701-0621

May 7, 2018

TOTAL

\$20,000.00
\$5,000.00
\$5,000.00
\$15,000.00
\$5,000.00

\$12,750.00
\$13,500.00

\$202,500.00
\$0.00
\$0.00
\$0.00

\$0.00
\$14,850.00
\$0.00
\$0.00
\$0.00
\$13,800.00
\$0.00
\$1,650.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00

\$13,500.00
\$2,000.00
\$0.00
\$0.00
\$0.00

\$18,000.00

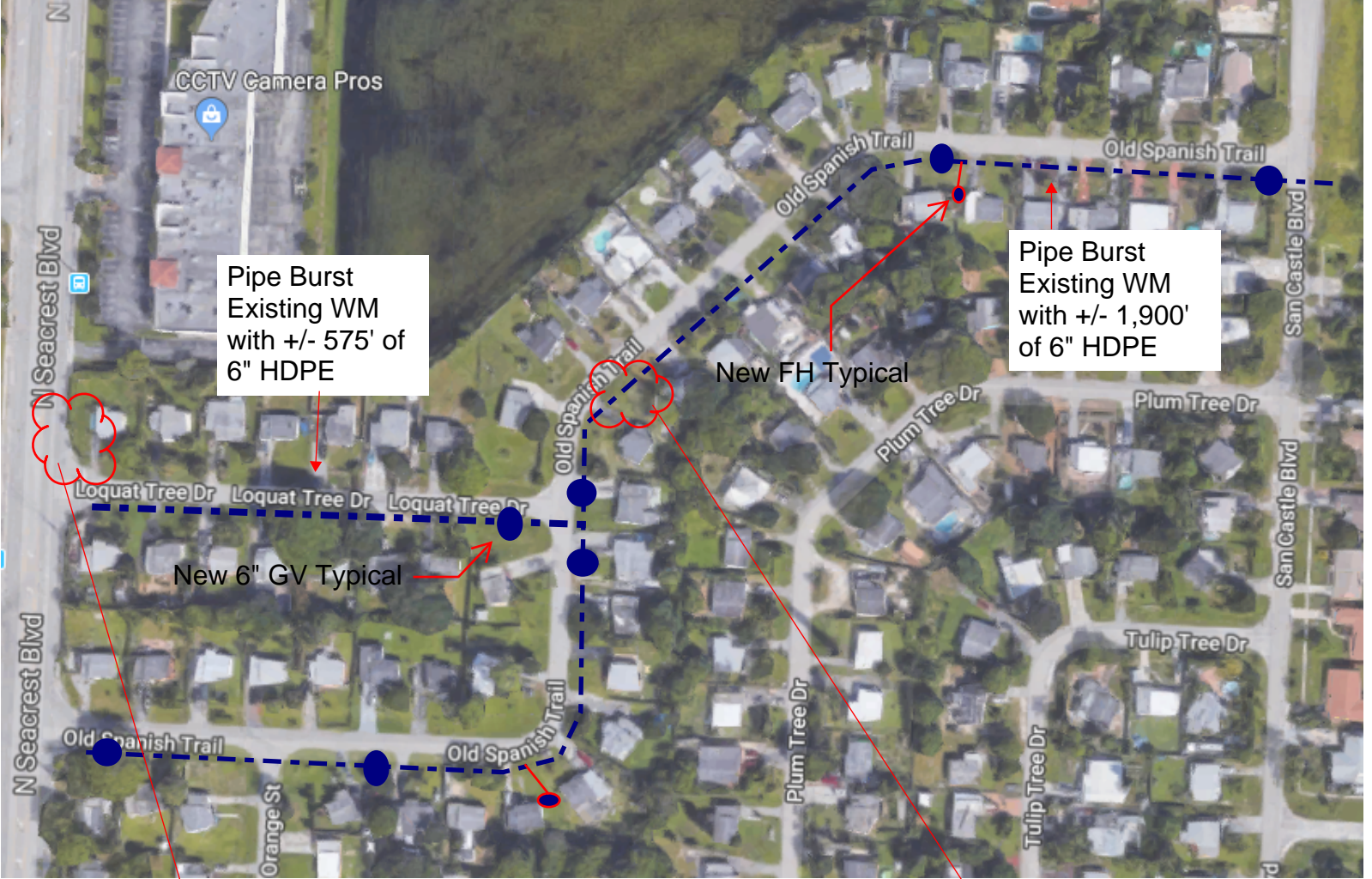
\$2,500.00
\$0.00
\$0.00
\$0.00

\$21,000.00
\$2,000.00
\$0.00
\$0.00
\$0.00

\$27,600.00
\$2,500.00
\$0.00
\$0.00
\$0.00

\$28,800.00
\$0.00
\$0.00
\$0.00

\$426,950.00





ORIGINAL

BID FORM

"RE-BID FOR THE PRE-CHLORINATED PIPE BURSTING OF POTABLE WATER MAINS"

BID No: 036-2821-16/TP

The City of Boynton Beach is seeking a maximum of two (2) qualified contractors to demonstrate specific experience in pre-chlorinated pipe bursting of utility system water mains. The Scope of Work for Pre-Chlorinated Pipe Bursting shall include, but is not limited to: 1) Pipe bursting at various Utility locations, 2) Connection to existing water services, 3) Maintenance of Traffic, 4) Site restoration, pavement repairs, resurfacing and striping; and, all labor, materials and equipment necessary to complete the City's project(s).

Submitted By: Killebrew, Inc.
(BIDDER)

Date: 4/20/16

To furnish and deliver all materials and to do and perform all WORK in accordance with the Bid Documents, as follows:

In order to be considered for this project, the Bidder must have successfully completed a minimum of three (3) projects of similar scope and complexity over the past five (5) years, in the State of Florida, and must be able to document the required experience upon request.

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with the CITY to perform and furnish all WORK as specified herein for the scopes of work that will be identified by the City on an "As Needed Basis". The BIDDER agrees, if this BID is accepted, to prepare a price proposal for each identified project based on the approved line item pricing submitted in the Schedule of Bid Items.
2. This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening. BIDDER will sign and submit the necessary documents required by the CITY within ten (10) days after the date of CITY's Award Letter.

BF - 1

THIS PAGE TO BE SUBMITTED ALONG WITH PROPOSAL IN ORDER
FOR BID PACKAGE TO BE CONSIDERED AND ACCEPTABLE

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Contract, that

a. BIDDER has examined the Bid Documents, including the following addenda:

Number	Date	Number	Date
	4/5/18		

receipt of all of which is hereby acknowledged;

b. BIDDER has familiarized itself with the nature and extent of the Bid Documents, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the WORK.

c. BIDDER has given the CITY written notice of all conflicts, errors or discrepancies that it has discovered in the Bid Documents and the written resolution thereof by the CITY is acceptable to BIDDER.

4. BIDDER proposes to furnish the WORK in conformity with the drawings and specifications and at the line item pricing listed below. The Bid Prices quoted have been checked and certified to be correct. Such Bid Prices are fixed and firm and shall be paid to BIDDER for the successful completion of its obligation as specified in the Bid Documents.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

GF - 2

THIS PAGE TO BE SUBMITTED ALONG WITH PROPOSAL IN ORDER
FOR BID PACKAGE TO BE CONSIDERED AND ACCEPTABLE

SCHEDULE OF BID ITEMS
Re-Bid for The Pre-Chlorinated Pipe Bursting of Potable Water Mains
Bid No. 036-2821-16/TP

SCOPE OF WORK:

The Scope of Work for Pre-Chlorinated Pipe Bursting shall include, but is not limited to: 1) Pipe bursting at various Utility locations, 2) Connection to existing water services, 3) Maintenance of Traffic, 4) Site restoration, pavement repairs, resurfacing and striping; and, all labor, materials, and equipment necessary to complete the City's project(s). The work shall include furnishing all labor, materials, equipment, incidentals and appurtenances to complete the scope of work.

Furnish and Install is defined as all work and includes, but is not limited to preparation and restoration required to complete the designated line items.

ITEM	DESCRIPTION OF BID ITEM	UNIT	UNIT COST
Section 1	GENERAL CONDITIONS		
GC-1	Mobilization/Demobilization per project	LS	\$20,000.00
	M.O.T. per project, City Right-of-Way	LS	\$5000.00
	M.O.T. per project, Palm Beach County FDOT Roadway	LS	\$7000.00
	Pre and Post Construction Video	LS	\$5000.00
Permit	Applicable Permit Allowance (actual cost reimbursement by City)	TBD	TBD
NPDES	NPDES (if applicable) may not exceed 1.5% of the project cost	TBD	TBD
Drawings	Record Drawings (if applicable)	TBD	TBD
Survey	Construction Survey (if applicable actual cost reimbursement by City)	TBD	TBD
I-1	Indemnification/Individual Projects	LS	\$25.00
R-1 SURFACE RESTORATION			
R-1A	Sod	SF	\$.85
R-1B	6" Concrete	SF	\$ 8.50
R-1C	3" Asphalt	SF	\$ 9.00
R-1D	Curb	LF	\$50.00

ITEM	DESCRIPTION OF BID ITEM	UNIT	COST
PIPE BURSTING FURNISH AND INTALL			
Section 2	Pipe Bursting – Furnish and Install – Per Linear Foot		
2.1	8-inch HDPE DR11 by Pre-Chlorinated pipe bursting	LF	\$ 75.00
2.2	8-inch HDPE DR11 by Pre-Chlorinated pipe bursting	LF	\$ 88.00
2.3	10-inch HDPE DR11 by Pre-Chlorinated pipe bursting	LF	\$ 101.00
2.4	12-inch HDPE DR11 by Pre-Chlorinated pipe bursting	LF	\$ 132.00
Section 3	Valves and Fittings – Furnish and Install		
3.1	4-inch Gate Valve	EA	\$ 1450.00
3.2	6-inch Gate Valve	EA	\$ 1650.00
3.3	8-inch Gate Valve	EA	\$ 2417.00
3.4	10-inch Gate Valve	EA	\$ 3220.00
3.5	12-inch Gate Valve	EA	\$ 3550.00
FIRE HYDRANTS WILL BE FURNISHED BY CITY			
3.6	Install Fire Hydrant on 6-inch water main	EA	\$4600.00
3.7	Install Fire Hydrant on 8-inch water main	EA	\$ 4767.00
3.8	Tee 6x6x6	EA	\$ 550.00
3.9	Tee 8x8x6	EA	\$ 670.00
3.10	Tee 8x8x8	EA	\$ 775.00
3.11	Tee 10x10x6	EA	\$900.00
3.12	Tee 10x10x8	EA	\$ 965.00
3.13	Tee 10x10x10	EA	\$ 1100.00
3.14	Tee 12x12x6	EA	\$1100.00
3.15	Tee 12x12x8	EA	\$ 1275.00
3.16	Tee 12x12x10	EA	\$1350.00
3.17	Tee 12x12x12	EA	\$ 1500.00
Section 4	Customer Connections – Furnish and Install – Single or Double Service		
4.1	SINGLE OR DOUBLE SERVICE		
4.1.1	Up to 1-inch Short Side Water Service Connection	EA	\$1350.00
4.1.2	8-inch Water Main	EA	\$200.00
4.1.3	8-inch Water Main	EA	\$250.00
4.1.4	10-inch Water Main	EA	\$ 300.00
4.1.5	12-inch Water Main	EA	\$ 350.00
4.2	SINGLE OR DOUBLE SERVICE		
4.2.1	Up to 2-inch Short Side Water Service Connection (in casing)	EA	\$ 1800.00
4.2.2	8-inch Water Main	EA	\$ 250.00
4.2.3	8-inch Water Main	EA	\$ 300.00
4.2.4	10-inch Water Main	EA	\$ 350.00
4.2.5	12-inch Water Main	EA	\$ 400.00
4.3	SINGLE OR DOUBLE SERVICE		
4.3.1	Up to 1-inch Long Side Water Service Connection	EA	\$2100.00
4.3.2	8-inch Water Main	EA	\$ 200.00
4.3.3	8-inch Water Main	EA	\$ 250.00
4.3.4	10-inch Water Main	EA	\$ 300.00
4.3.5	12-inch Water Main	EA	\$ 350.00

BF - 4

THIS PAGE TO BE SUBMITTED ALONG WITH PROPOSAL IN ORDER
FOR BID PACKAGE TO BE CONSIDERED AND ACCEPTABLE

4.4	SINGLE OR DOUBLE SERVICE		
4.4.1	Up to 2-inch Long Side Water Service Connection (in casing)	EA	\$ 2760.00
4.4.2	8-inch Water Main	EA	\$250.00
4.4.3	8-inch Water Main	EA	\$300.00
4.4.4	10-inch Water Main	EA	\$ 350.00
4.4.5	12-inch Water Main	EA	\$400.00
Section 5	Line Stops -- Furnish and Install		
5.1	8-inch Water Main	EA	\$ 7200.00
5.2	8-inch Water Main	EA	\$ 8800.00
5.3	10-inch Water Main	EA	\$ 11,200.00
5.4	12-inch Water Main	EA	\$ 13,260.00

END OF SCHEDULE OF BID ITEMS

BF - 5

**THIS PAGE TO BE SUBMITTED ALONG WITH PROPOSAL IN ORDER
FOR BID PACKAGE TO BE CONSIDERED AND ACCEPTABLE**

COST ESTIMATE FOR PIPE BURSTING SCENARIOS

BID No. 036-2821-16/TP

PLEASE PREPARE YOUR COST ESTIMATE PROPOSALS FOR EACH SCENARIO OUTLINED BELOW BY USING THE PRICING SUBMITTED ON YOUR SCHEDULE OF BID ITEMS (Pages BP-4 AND BP-5) AND SUBMIT ON YOUR LETTERHEAD. SEE SUPPLEMENTAL CONDITIONS, SCC – 4.

Scenario #1

Six-inch water main (Asbestos Pipe) that runs a length of 300 linear ft. (from east to west) through the easement of a residential neighborhood at 4-feet deep. This water main loops the system; no residents are connected to it. No fire hydrants are connected. The 6-inch water main is wet tapped off of a 16-inch transmission water main that is in a FDOT roadway and ties into an 8-inch water main 300 linear feet away on to a city roadway. Both 6-inch valves are not leaking and are in good condition. Restore asphalt 100 sq. ft. of FDOT approved asphalt and any sod that needed to be removed. The utility wants the water main to remain its current size.

Scenario #2

Twelve-inch (cast iron) water main that runs 250 linear ft. in utility right-of-way at 6-feet deep. At the distance of 150 linear feet, the 12-inch water main reduces to an 8-inch water main (cast iron). Where the water main reduces from a 12-inch to an 8-inch water main, there is a 12-inch x 8-inch reducer and an 8-inch gate valve. Two (2) fire hydrants, which have two (2) individual valves, are connected to the water main. There are resident service lines that are fed by this water main, 12 long-side service lines and 8 short-side service lines for a total of 20 resident service lines. Restore sod to various areas. The utility wants the water main to keep its size ration of 12-inch reducing down to 8-inch if possible.

Scenario #3 – Revision #1

Four-inch water main that runs in utility right- of- way at a depth of 3-feet and a total length of 800 linear feet. Presently, there are not enough fire hydrants on the street in order to meet fire suppression needs. Utility is asking that three (3), 8-inch x 6-inch tees be installed along the line; position of tees will be specified by the utility, and three (3) 6-inch valves to coincide with each tee for future installation of three (3) fire hydrants. The fire hydrants will be installed by the utility at a later date. There are 13 short-side services and 12 long-side services for a total of 25 resident service lines. The utility wants to upsize the water main from a 4-inch to an 8-inch water main.

BF - 6

THIS PAGE TO BE SUBMITTED ALONG WITH PROPOSAL IN ORDER
FOR BID PACKAGE TO BE CONSIDERED AND ACCEPTABLE



Site Development, Utility Construction & Engineering

Killebrew, Inc.
P.O. Box 6258
Lakeland, FL 33807
tel: (863) 701-0273
fax: (863) 701-0621

SCENARIO 1

General Conditions

G-1	Mobilization / Demobilization	1	LS	\$20,000.00	\$20,000.00
G-1	MOT City R/W	1	LS	\$5,000.00	\$5,000.00
G-1	MOT County / FDOT	1	LS	\$7,000.00	\$7,000.00
G-1	Pre and Post Construction Video	1	LS	\$5,000.00	\$5,000.00

Surface Restoration

R-1A	Sod	3000	SF	\$0.85	\$2,550.00
R-1B	6" Concrete	0	SF	\$8.50	\$0.00
R-1C	3" Asphalt	100	SF	\$9.00	\$900.00
R-1D	Curb	0	LF	\$50.00	\$0.00

Pipe Bursting

2.1	6" HDPE	300	LF	\$75.00	\$22,500.00
2.2	8" HDPE	0	LF	\$88.00	\$0.00
2.3	10" HDPE	0	LF	\$101.00	\$0.00
2.4	12" HDPE	0	LF	\$132.00	\$0.00

Valves and Fittings

3.1	4" Gate valve	0	EA	\$1,450.00	\$0.00
3.2	6" Gate valve	0	EA	\$1,650.00	\$0.00
3.3	8" Gate valve	0	EA	\$2,417.00	\$0.00
3.4	10" Gate valve	0	EA	\$3,220.00	\$0.00
3.5	12" Gate valve	0	EA	\$3,550.00	\$0.00
3.6	FH on 6"	0	EA	\$4,600.00	\$0.00
3.7	FH on 8"	0	EA	\$4,767.00	\$0.00
3.8	6" Tee	0	EA	\$550.00	\$0.00
3.9	8x6 Tee	0	EA	\$670.00	\$0.00
3.10	8" Tee	0	EA	\$775.00	\$0.00
3.11	10x6 Tee	0	EA	\$900.00	\$0.00
3.12	10x8 Tee	0	EA	\$965.00	\$0.00
3.13	10x10 Tee	0	EA	\$1,100.00	\$0.00
3.14	12x6 Tee	0	EA	\$1,100.00	\$0.00
3.15	12x8 Tee	0	EA	\$1,275.00	\$0.00
3.16	12x10 Tee	0	EA	\$1,350.00	\$0.00
3.17	12" Tee	0	EA	\$1,500.00	\$0.00

Customer Connections

4.1.1	1" short side water service	0	EA	\$1,350.00	\$0.00
4.1.2	6" Water main	0	EA	\$200.00	\$0.00
4.1.3	8" Water main	0	EA	\$250.00	\$0.00
4.1.4	10" Water main	0	EA	\$300.00	\$0.00
4.1.5	12" Water main	0	EA	\$350.00	\$0.00

4.2.1	2" short side water service	0	EA	\$1,800.00	\$0.00
4.2.2	6" Water main	0	EA	\$250.00	\$0.00
4.2.3	8" Water main	0	EA	\$300.00	\$0.00
4.2.4	10" Water main	0	EA	\$350.00	\$0.00
4.2.5	12" Water main	0	EA	\$400.00	\$0.00

4.3.1	1" long side water service	0	EA	\$2,100.00	\$0.00
4.3.2	6" Water main	0	EA	\$200.00	\$0.00
4.3.3	8" Water main	0	EA	\$250.00	\$0.00
4.3.4	10" Water main	0	EA	\$300.00	\$0.00
4.3.5	12" Water main	0	EA	\$350.00	\$0.00

4.4.1	2" long side water service	0	EA	\$2,760.00	\$0.00
4.4.2	6" Water main	0	EA	\$250.00	\$0.00
4.4.3	8" Water main	0	EA	\$300.00	\$0.00
4.4.4	10" Water main	0	EA	\$350.00	\$0.00
4.4.5	12" Water main	0	EA	\$400.00	\$0.00

LineStops

5.1	6" Water main	0	EA	\$7,200.00	\$0.00
5.2	8" Water main	0	EA	\$8,800.00	\$0.00
5.3	10" Water main	0	EA	\$11,200.00	\$0.00
5.4	12" Water main	0	EA	\$13,260.00	\$0.00

\$62,950.00



Site Development, Utility Construction & Engineering

Killebrew, Inc.
P.O. Box 6258
Lakeland, FL 33807
tel: (863) 701-0273
fax: (863) 701-0621

SCENARIO 2

General Conditions

G-1	Mobilization / Demobilization	1	LS	\$20,000.00	\$20,000.00
G-1	MOT City R/W	1	LS	\$5,000.00	\$5,000.00
G-1	MOT County / FDOT	1	LS	\$7,000.00	\$7,000.00
G-1	Pre and Post Construction Video	1	LS	\$5,000.00	\$5,000.00

Surface Restoration

R-1A	Sod	9400	SF	\$0.85	\$7,990.00
R-1B	6" Concrete	1050	SF	\$8.50	\$8,925.00
R-1C	3" Asphalt	0	SF	\$9.00	\$0.00
R-1D	Curb	0	LF	\$50.00	\$0.00

Pipe Bursting

2.1	6" HDPE	0	LF	\$75.00	\$0.00
2.2	8" HDPE	100	LF	\$88.00	\$8,800.00
2.3	10" HDPE	0	LF	\$101.00	\$0.00
2.4	12" HDPE	150	LF	\$132.00	\$19,800.00

Valves and Fittings

3.1	4" Gate valve	0	EA	\$1,450.00	\$0.00
3.2	6" Gate valve	2	EA	\$1,650.00	\$3,300.00
3.3	8" Gate valve	0	EA	\$2,417.00	\$0.00
3.4	10" Gate valve	0	EA	\$3,220.00	\$0.00
3.5	12" Gate valve	0	EA	\$3,550.00	\$0.00
3.6	FH on 6"	0	EA	\$4,600.00	\$0.00
3.7	FH on 8"	2	EA	\$4,767.00	\$9,534.00
3.8	6" Tee	0	EA	\$550.00	\$0.00
3.9	8x6 Tee	0	EA	\$670.00	\$0.00
3.10	8" Tee	0	EA	\$775.00	\$0.00
3.11	10x6 Tee	0	EA	\$900.00	\$0.00
3.12	10x8 Tee	0	EA	\$965.00	\$0.00
3.13	10x10 Tee	0	EA	\$1,100.00	\$0.00
3.14	12x6 Tee	1	EA	\$1,100.00	\$1,100.00
3.15	12x8 Tee	0	EA	\$1,275.00	\$0.00
3.16	12x10 Tee	0	EA	\$1,350.00	\$0.00
3.17	12" Tee	0	EA	\$1,500.00	\$0.00

Customer Connections

4.1.1	1" short side water service	8	EA	\$1,350.00	\$10,800.00
4.1.2	6" Water main	0	EA	\$200.00	\$0.00
4.1.3	8" Water main	4	EA	\$250.00	\$1,000.00
4.1.4	10" Water main	0	EA	\$300.00	\$0.00
4.1.5	12" Water main	4	EA	\$350.00	\$1,400.00

4.2.1	2" short side water service	0	EA	\$1,800.00	\$0.00
4.2.2	6" Water main	0	EA	\$250.00	\$0.00
4.2.3	8" Water main	0	EA	\$300.00	\$0.00
4.2.4	10" Water main	0	EA	\$350.00	\$0.00
4.2.5	12" Water main	0	EA	\$400.00	\$0.00
4.3.1	1" long side water service	12	EA	\$2,100.00	\$25,200.00
4.3.2	6" Water main	0	EA	\$200.00	\$0.00
4.3.3	8" Water main	5	EA	\$250.00	\$1,250.00
4.3.4	10" Water main	0	EA	\$300.00	\$0.00
4.3.5	12" Water main	7	EA	\$350.00	\$2,450.00
4.4.1	2" long side water service	0	EA	\$2,760.00	\$0.00
4.4.2	6" Water main	0	EA	\$250.00	\$0.00
4.4.3	8" Water main	0	EA	\$300.00	\$0.00
4.4.4	10" Water main	0	EA	\$350.00	\$0.00
4.4.5	12" Water main	0	EA	\$400.00	\$0.00
LineStops					
5.1	6" Water main	0	EA	\$7,200.00	\$0.00
5.2	8" Water main	0	EA	\$8,800.00	\$0.00
5.3	10" Water main	0	EA	\$11,200.00	\$0.00
5.4	12" Water main	1	EA	\$13,260.00	\$13,260.00

\$151,809.00



Site Development, Utility Construction & Engineering

Killebrew, Inc.
P.O. Box 6258
Lakeland, FL 33807
tel: (863) 701-0273
fax: (863) 701-0621

SCENARIO 3

General Conditions

G-1	Mobilization / Demobilization	1	LS	\$20,000.00	\$20,000.00
G-1	MOT City R/W	1	LS	\$5,000.00	\$5,000.00
G-1	MOT County / FDOT	1	LS	\$7,000.00	\$7,000.00
G-1	Pre and Post Construction Video	1	LS	\$5,000.00	\$5,000.00

Surface Restoration

R-1A	Sod	9500	SF	\$0.85	\$8,075.00
R-1B	6" Concrete	1250	SF	\$8.50	\$10,625.00
R-1C	3" Asphalt	100	SF	\$9.00	\$900.00
R-1D	Curb	60	LF	\$50.00	\$3,000.00

Pipe Bursting

2.1	6" HDPE	0	LF	\$75.00	\$0.00
2.2	8" HDPE	800	LF	\$88.00	\$70,400.00
2.3	10" HDPE	0	LF	\$101.00	\$0.00
2.4	12" HDPE	0	LF	\$132.00	\$0.00

Valves and Fittings

3.1	4" Gate valve	1	EA	\$1,450.00	\$1,450.00
3.2	6" Gate valve	3	EA	\$1,650.00	\$4,950.00
3.3	8" Gate valve	1	EA	\$2,417.00	\$2,417.00
3.4	10" Gate valve	0	EA	\$3,220.00	\$0.00
3.5	12" Gate valve	0	EA	\$3,550.00	\$0.00
3.6	FH on 6"	0	EA	\$4,600.00	\$0.00
3.7	FH on 8"	0	EA	\$4,767.00	\$0.00
3.8	6" Tee	0	EA	\$550.00	\$0.00
3.9	8x6 Tee	3	EA	\$670.00	\$2,010.00
3.10	8" Tee	0	EA	\$775.00	\$0.00
3.11	10x6 Tee	0	EA	\$900.00	\$0.00
3.12	10x8 Tee	0	EA	\$965.00	\$0.00
3.13	10x10 Tee	0	EA	\$1,100.00	\$0.00
3.14	12x6 Tee	0	EA	\$1,100.00	\$0.00
3.15	12x8 Tee	0	EA	\$1,275.00	\$0.00
3.16	12x10 Tee	0	EA	\$1,350.00	\$0.00
3.17	12" Tee	0	EA	\$1,500.00	\$0.00

Customer Connections

4.1.1	1" short side water service	13	EA	\$1,350.00	\$17,550.00
4.1.2	6" Water main	0	EA	\$200.00	\$0.00
4.1.3	8" Water main	13	EA	\$250.00	\$3,250.00
4.1.4	10" Water main	0	EA	\$300.00	\$0.00
4.1.5	12" Water main	0	EA	\$350.00	\$0.00

4.2.1	2" short side water service	0	EA	\$1,800.00	\$0.00
4.2.2	6" Water main	0	EA	\$250.00	\$0.00
4.2.3	8" Water main	0	EA	\$300.00	\$0.00
4.2.4	10" Water main	0	EA	\$350.00	\$0.00
4.2.5	12" Water main	0	EA	\$400.00	\$0.00
4.3.1	1" long side water service	12	EA	\$2,100.00	\$25,200.00
4.3.2	6" Water main	0	EA	\$200.00	\$0.00
4.3.3	8" Water main	12	EA	\$250.00	\$3,000.00
4.3.4	10" Water main	0	EA	\$300.00	\$0.00
4.3.5	12" Water main	0	EA	\$350.00	\$0.00
4.4.1	2" long side water service	0	EA	\$2,760.00	\$0.00
4.4.2	6" Water main	0	EA	\$250.00	\$0.00
4.4.3	8" Water main	0	EA	\$300.00	\$0.00
4.4.4	10" Water main	0	EA	\$350.00	\$0.00
4.4.5	12" Water main	0	EA	\$400.00	\$0.00
LineStops					
5.1	6" Water main	0	EA	\$7,200.00	\$0.00
5.2	8" Water main	2	EA	\$8,800.00	\$17,600.00
5.3	10" Water main	0	EA	\$11,200.00	\$0.00
5.4	12" Water main	0	EA	\$13,260.00	\$0.00

\$207,427.00

BIDDER agrees that the WORK will be substantially completed within TBD calendar days after the receipt of the Notice to Proceed and final completion will occur within 30 calendar days after the Notice of Substantial Completion.

BIDDER accepts the provisions of the Contract as to liquidated damages in the event of failure to complete the WORK on time.

Communications concerning this Bid shall be as follows:

Contact Person William C Thomas IV
Business Address PO Box 6258
City, State, Zip Code Lakeland, FL 33807
Business Phone Number 863-701-0273
Email Address bill@killebrewinc.net
Cell Phone Number 863-559-9405

Other pertinent information is as follows:

License Number CGC1515807
(Please Attach Copy)
Federal Tax ID# 59-2952542
Federal Employment ID # 59-2952542

Submitted on this 20th day of April, 2016.

(If an individual, partnership, or non-incorporated organization)

Signature of BIDDER _____

(If a corporation) By _____

(Affix Seal)

Signature of BIDDER 

by William C Thomas IV - Presidnet

Attested by Secretary 

Cindy D Adamson

Incorporated under the laws of the State of Florida

BID PRICES WITHOUT THE MANUAL SIGNATURE OF AN AUTHORIZED AGENT OF THE BIDDER SHALL BE REJECTED AS NON-RESPONSIVE, NON-CONFORMING AND INELIGIBLE FOR AWARD.

[Remainder of this page left blank intentionally]

BF - 7

THIS PAGE TO BE SUBMITTED ALONG WITH PROPOSAL IN ORDER
FOR BID PACKAGE TO BE CONSIDERED AND ACCEPTABLE

**CERTIFICATE
(For Partnership)**

I HEREBY CERTIFY that a meeting of the partners of _____
a Partnership under the laws of the State of _____ held on _____, 20____, the
following resolution was duly passed and adopted:

"RESOLVED, that _____ as _____ of the
Partnership, is hereby authorized to execute the Bid Form dated _____, 20____,
between the City of Boynton Beach, Florida, and this Partnership, and that the execution thereof, attested
by the _____ of the Partnership be the official act and deed of this Partnership."

I further certify that such resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 20____.

(Signature)

(Title)

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me on this ____ day of _____, 20____
by _____ who is personally known to me or who has presented the following type of
identification: _____

Signature
of Notary Public, State of Florida

Notary seal (stamped in black ink)
OR Printed, typed or stamped name of
Notary and Commission Number

BF - 7

THIS PAGE TO BE SUBMITTED ALONG WITH PROPOSAL IN ORDER
FOR BID PACKAGE TO BE CONSIDERED AND ACCEPTABLE

CERTIFICATE
(For Corporation)

I HEREBY CERTIFY that a meeting of the Board of Directors of Killebrew, Inc., a corporation under the laws of the State of Florida held on April 20th, 2016, the following resolution was duly passed and adopted:

"RESOLVED, that William C Thomas IV, as President of the Corporation, is hereby authorized to execute the Bid Form dated April 20th, 2016 between the City of Boynton Beach, Florida, and this Corporation, and that the execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this Corporation".

I further certify that such resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 20th day of April, 2016

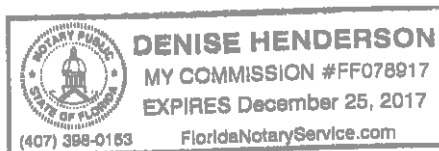

Secretary Cindy D Adamson

STATE OF FLORIDA

COUNTY OF Polk

Sworn to and subscribed before me on this 20th day of April, 2016
by Cindy Adamson who is personally known to me or who has presented the following type of identification: _____


Signature of Notary Public, State of Florida



Denise Henderson
Notary seal (stamped in black ink)
OR
Printed, typed or stamped name of Notary and
Commission Number

BF - 8

THIS PAGE TO BE SUBMITTED ALONG WITH PROPOSAL IN ORDER
FOR BID PACKAGE TO BE CONSIDERED AND ACCEPTABLE

A D D E N D A

CITY OF BOYNTON BEACH

BID TITLE: RE-BID FOR THE PRE-CHLORINATED PIPE BURSTING OF POTABLE WATER MAINS

BID NO: 036-2821-16/TP

Killebrew, Inc.

BIDDER NAME: _____

DATE: 4/20/16 _____

We propose and agree, if this bid is accepted, to contract with the City of Boynton Beach, in the Contract Form, to furnish all material, equipment, machinery, tools, apparatus, means of transportation, construction, coordination, labor and services necessary to complete/provide the work specified by the Contract documents.

Having studied the documents prepared by the CITY OF BOYNTON BEACH,

we propose to perform the work of this Project according to the Contract documents and the following addenda which we have received:

ADDENDUM NO.	DATE	ADDENDUM NO.	DATE
1	4/20/16		

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

A - 1

THIS PAGE TO BE SUBMITTED ALONG WITH PROPOSAL IN ORDER
FOR BID PACKAGE TO BE CONSIDERED AND ACCEPTABLE



BIDDER ACKNOWLEDGEMENT

Submit Bids To: **PROCUREMENT SERVICES**
100 E. Boynton Beach Boulevard
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6322

Bid Title: **RE-BID FOR THE PRE-CHLORINATED PIPE BURSTING OF
POTABLE WATER MAINS**

Bid Number: **036-2821-16/TP**

Bid Received By: **APRIL 20, 2016, NO LATER THAN 2:30 P. M.**

Bids will be opened in Procurement Services unless specified otherwise. Bid receiving date and time is scheduled for: **April 20, 2016, no later than 2:30 P. M. (local time)** and may not be withdrawn within ninety (90) days after such date and time.

All awards made as a result of this bid shall conform to applicable sections of the charter and codes of the City.

Name of Vendor: Killebrew, Inc.

Federal I.D. Number: 59-2952542

A Corporation of the State of: Florida

Area Code: 883 Telephone Number: 701-0273

Area Code: 883 FAX Number: 701-9204

Mailing Address: PO Box 6258

City/State/Zip: Lakeland, FL 33807-6258

Vendor Mailing Date: _____

Authorized Signature

William C Thomas IV - President

Name Typed

BA-1

THIS PAGE TO BE SUBMITTED ALONG WITH PROPOSAL IN ORDER
FOR BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE



BIDDER'S QUALIFICATIONS STATEMENT

BIDDER shall furnish the following information. All questions to be answered in full, without exception. If copies of other documents will provide the appropriate answer to the question, they may be attached and clearly labeled. Failure to comply with this requirement will render Bid non-responsive and may cause its rejection. Additional sheets shall be attached as required.

1. BIDDER'S Name, Principal Address, Phone and Fax Number:

Killebrew, Inc.

PO Box 8258

Lakeland, FL 33807-8258

883-701-0273 883-701-8204

2. Number of years as a Contractor in this type of work: 27 years

3. Names and titles of all officers, partners or individuals doing business under trade name:

William C Thomas IV

James Dickerson

Cindy D Adamson

4. The business is a: Sole Proprietorship Partnership Corporation

5. Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

United Fire & Casualty Company

PO Box 73909 Cedar Rapids, IA 52407-3909 319-399-5700

Agent - Florida Surety Bonds 620 N Wymore Rd Suite 200 Maitland, FL 32751

407-798-7770

6. What is the last project of this nature that you have completed?

Cooper City Pipe Bursting Potable Water Mains - Phase 1

7. Have you ever failed to complete work awarded to you. If so, when, where and why?

No

BQ - 1

THIS PAGE TO BE SUBMITTED ALONG WITH PROPOSAL IN ORDER
FOR BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

8. Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

Yes

9. List CM's or GC's your company has worked for within the past three years. (List 2 other than those shown below)

		407-321-8410	
CM/GC No. 1	Wharton Smith	Contact Person: Chris Gayner	Tel: 407-327-8884 Fax:
CM/GC No. 2		Contact Person:	Tel: Fax:

10. List three SIGNIFICANT PROJECTS completed within the past five years.

Project No. 1	Cooper City Pipebursting	Location: Cooper City FL	Your \$ Subcontract Amount: \$ 993,838.00	Date Completed: 11/2014
Contracting Agency:	Cooper City	Contact Person: Mike Bailey PE	Tel: 854-434-5519 Fax: 854-880-3159	
Project No. 2	Glen Arden Heights	Location: Altamonte Springs	Your \$ Subcontract Amount: \$ 2,395,275.00	Date Completed: 3/2015
Contracting Agency:	Altamonte Springs	Contact Person: Karen McCullen PE	Tel: 407-571-8340 Fax: 407-571-8360	
Project No. 3	US 27 Utility Adjustments	Location: Davenport FL	Your \$ Subcontract Amount: \$ 2,355,895.00	Date Completed: 5/2015
Contracting Agency:	Polk County FL	Contact Person: Ryan Bengsch	Tel: 883-298-4100 Fax: 883-298-4210	

11. List three SIGNIFICANT PROJECTS currently under construction.

Project No. 1	Cooper City Pipebursting Phase II	Location: Cooper City FL	Your \$ Subcontract Amount: \$ 5,199,360.00	Date Completed: 4/2016
Contracting Agency:	Cooper City	Contact Person: Mike Bailey PE	Tel: 854-434-5519 Fax: 854-880-3159	
Project No. 2	LS35 & LS99	Location: Lakeland	Your \$ Subcontract Amount: \$ 8,006,868.00	Date Completed: on-going
Contracting Agency:	Polk County FL	Contact Person: Mark Addison PE	Tel: 883-298-4100 Fax: 883-298-4210	

BQ - 2

THIS PAGE TO BE SUBMITTED ALONG WITH PROPOSAL IN ORDER
FOR BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

Project No. 3		Location: Cooper City	Your \$ 5,805,834.00 Subcontract \$ Amount:	Date Completed: on-going
Contracting Agency: Cooper City		Contact Person: Mike Bailey PE	Tel: 954-434-5519 Fax: 954-880-3158	

12. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

See attached resumes for staff - Bill Thomas, James Dickerson, Ian Lund, Bruce Herold,

Gindy Adamson, Jimmy McCormick, Chuck Eisenhower, Darrell Fisher & John Adam

13. State the name and licensing of the individual who will have personal supervision of the WORK.

William C Thomas IV

14. Will you sublet any part of this WORK? If so, give details.

Paving & Surveying

15. What equipment do you own that is available for the WORK?

See Attached

16. What equipment will you purchase for the proposed WORK?

None

17. What equipment will you rent for the proposed WORK?

None

18. Has the Bidder or any principals of the Firm failed to qualify as a responsible Bidder, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? If yes, please explain below:

No

BQ - 3

THIS PAGE TO BE SUBMITTED ALONG WITH PROPOSAL IN ORDER
FOR BID PACKAGE TO BE CONSIDERED AND ACCEPTABLE

WILLIAM C. THOMAS, IV, PhD, PE

EXPERIENCE: 27 YEARS EXPERIENCE IN CONSTRUCTION AND ENGINEERING

EDUCATION: DOCTOR OF PHILOSOPHY & MASTER OF SCIENCE IN CIVIL ENGINEERING,
UNIVERSITY OF SOUTH FLORIDA
BACHELOR'S OF SCIENCE, GEORGIA SOUTHERN UNIVERSITY

REGISTRATIONS & CERTIFICATIONS: FLORIDA PROFESSIONAL ENGINEER, NO. 50664
FLORIDA CERTIFIED UTILITY & EXCAVATION CONTRACTOR, CUC1224160
FLORIDA CERTIFIED GENERAL CONTRACTOR, CGC1515807
FLORIDA CERTIFIED PLUMBING CONTRACTOR, CFC1428425
FLORIDA FIRE PROTECTION SYSTEM CONTRACTOR V, NO. 19741400012010
FDOT ADVANCED MAINTENANCE OF TRAFFIC CERTIFICATION
FDEP QUALIFIED STORMWATER MANAGEMENT INSPECTOR
MODIFIED CLASS II TRAINED FOR ASBESTOS-CEMENTITIOUS PIPE
GEORGIA UTILITY MANAGER, NO. UM101880

WORK EXPERIENCE:

ONE-THIRD OWNER / SHAREHOLDER, PRESIDENT – KILLEBREW, INC. 2012 - PRESENT

VICE-PRESIDENT/GENERAL MANAGER, KILLEBREW, INC., LAKELAND, FL, 2000-2012

Management of up to \$23M annual revenue company and up to 150 employees, to include daily operations, budgeting, business strategic planning, estimating, and project management. Professional engineering design, hydraulic modeling, and permitting. Bid preparation and review. Customer/client relations and technical sales.

ENGINEER/ENGINEERING MANAGER, POLK COUNTY UTILITIES, BARTOW, FL 1990-2000

Design, permitting, and construction management of capital improvements projects. Permitting/permit renewals of water and wastewater treatment facilities. Hydraulic modeling for capacity and water quality evaluations. Research/evaluate treatment technologies and equipment. Manage Repair and Replacement Capital Improvements Program (\$3M - \$7M annual budget). Contract management of consultants and contractors for design, permitting and construction services.

ADJUNCT PROFESSOR, UNIVERSITY OF SOUTH FLORIDA, LAKELAND, FL 1998

Teaching undergraduate environmental engineering core courses.

INSTRUCTOR/PRESENTER AND AUTHOR, 1996 TO PRESENT

Teaching, presenting, and writing various seminars, courses, presentations, and articles for industry-specific symposiums, conferences, trade journals, and continuing education courses.

PROJECT MANAGER, APAC-GA, INC., AUGUSTA, GA 1987-1990

Manage utility and roadway construction projects for cities, counties, Georgia Department of Transportation, and Federal Highway Administration. Field surveying and construction layout. Cost estimating, bid preparation, and project management.

PROFESSIONAL ACHIEVEMENTS AND AFFILIATIONS

- Numerous technical presentations on advanced wastewater treatment technologies and treatment issues, collection and distribution system rehabilitation
- Member: Water Environment Federation, Florida Water Environment Association

RESUMÉ

EXPERIENCE: 26 YEARS CONSTRUCTION ESTIMATING AND CONSTRUCTION MANAGEMENT

EDUCATION: MULBERRY HIGH SCHOOL, MULBERRY, FL

WORK EXPERIENCE:

OWNER / SHAREHOLDER / VP, KILLEBREW, INC., LAKELAND, FL 2012 – 33 1/3%

OPERATIONS MANAGER/CHIEF ESTIMATOR, KILLEBREW, INC., LAKELAND, FL, 1988-PRESENT
Chief estimator and project manager of bidding, construction, and project management of underground utility construction and rehabilitation projects. Area of specialization is potable water, wastewater, reclaimed water and stormwater systems. General duties include bid preparation, contract review and negotiation, supplier and subcontractor pricing and coordination, managing and scheduling projects.

CHIEF PARTS FABRICATOR, SEWER TECHNOLOGY, INC., MULBERRY, FL, 1987 – 1988
Designed, fabricated, and assembled parts for sewer pump trucks. Trained and supervised employees to perform these tasks.

CHIEF PRECIOUS METAL REFINER, SOUTHERN STATES ASSAYERS AND REFINERY, LAKELAND, FL, 1986 – 1987

Refined precious metals and performed assays on the purity of precious metals to determine their value. Trained and supervised employees to perform these tasks.

CHIEF AIRCRAFT ASSEMBLER, PAGE AVIATION, ORLANDO, FL, 1985 – 1986

Read and interpreted aircraft design plans to manufacture, assemble, and install various aircraft parts, to include auxiliary fuel cells and refurbish 727 jets. Trained and supervised employees to perform these tasks.

CHIEF AIRCRAFT ASSEMBLER, PIPER INDUSTRIES, LAKELAND, FL, 1980 – 1985

Read and interpreted aircraft design plans to manufacture, assemble, and install various aircraft parts, to include wings, windshields, controls, fuel cells, wing-doublers of Cheyenne 4 TurboProp plane. Trained and supervised employees to perform these tasks.

PROFESSIONAL AFFILIATIONS

Underground Utility Contractors of Florida

Mid-Florida Utility and Transportation Contractors

RESUMÉ

EXPERIENCE: 15 YEARS EXPERIENCE IN CONSTRUCTION AND SURVEYING

EDUCATION: KATHLEEN HIGH SCHOOL, LAKE LAND, FL
UNIVERSITY OF SOUTH FLORIDA, TAMPA, FL

WORK EXPERIENCE:

SENIOR PROJECT MANAGER / ESTIMATOR, KIILLEBREW, INC., LAKE LAND, FL, 2005 - PRESENT

Construction cost estimating, managing, and design of projects ranging from \$5,000 to \$20,000,000 in size. Nature of projects is site development, new and rehabilitation utility construction of water, wastewater, stormwater, and reclaimed water systems. Scope of projects includes pipe sizes from 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries. Duties include take-offs, pricing, bid preparation, meeting and coordinating with engineers, owners, inspectors, subcontractors and in-house superintendents and crews.

Design experience includes working with in-house professional engineering staff, CAD staff, owners, right-of-way entities, and other utilities for the design and permitting of utility projects of similar size and scope and described above. Design duties include preparation of maintenance of traffic plans under the direct supervision of a professional engineer, meeting with owners and right-of-way agents to review, discuss, and finalize maintenance of traffic plans; design of utility and pipeline project under the direct supervision of a professional engineer; and preparation of regulatory agency permit applications of these projects.

Maintenance of traffic education instruction experience includes working with in-house Advanced Maintenance of Traffic Certified Instructor and Florida Professional Engineer to prepare coursework and administer course and field training for flagging courses and certification; prepare coursework and administer course and field training for intermediate maintenance of traffic courses and certification; and administer and assist in grading exams of flagging and intermediate courses.

NORTH POINT LAND SURVEYING, INC., LAKE LAND, FL 2000 – 2005

Survey crew member (rodman to party chief) for site surveying, to include construction layout, as-builts, parcel surveying and mapping, and mortgage surveys.

RESUMÉ

EXPERIENCE: 21 YEARS EXPERIENCE IN THE CONSTRUCTION INDUSTRY

**EDUCATION: LAKELAND SENIOR HIGH SCHOOL
LAKELAND, FL**

WORK EXPERIENCE:

PROJECT SUPERINTENDENT, KILLEBREW, INC., LAKELAND, FL 2009 - PRESENT

Manage construction of multiple projects ranging from \$50,000 to \$15,000,000 in size. Nature of projects is new and rehabilitation utility construction of water, wastewater, stormwater, and reclaimed water systems. Scope of projects includes pipe sizes from 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries. Duties include day-to-day management, supervision, scheduling, and coordination of crews, subcontractors and suppliers, meeting and coordinating with engineers, owners, and inspectors.

FOREMAN, KILLEBREW, INC., LAKELAND, FL 1998 – 2009

Field supervision and management of new and rehabilitation utility construction projects. Nature and Scope are 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries.

PIPELAYER, KILLEBREW, INC., LAKELAND, FL 1997 - 1998

Field supervision and management of new utility construction projects. Nature and Scope are 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries.

PIPELAYER, MARLON DUNN, LAKELAND, FL 1994 - 1997

Field supervision and management of new utility construction projects. Nature and Scope are 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries.

RESUMÉ

EXPERIENCE: 32 YEARS EXPERIENCE IN ACCOUNTING AND OFFICE MANAGEMENT

EDUCATION: AUBURNDALE SENIOR HIGH, AUBURNDALE, FL

REGISTRATION: STATE OF FLORIDA NOTARY, COMMISSION #DD135296

WORK EXPERIENCE:

ONE-THIRD OWNER / SHAREHOLDER, VICE PRESIDENT – KILLEBREW, INC. 2012 - PRESENT

CHIEF FINANCIAL OFFICER, KILLEBREW, INC., LAKELAND, FL, 1990 - PRESENT

Perform complex accounting while applying acceptable accounting procedures to the preparation and maintenance of records for Profit and Loss Statements by using accounting computer software. Supervise and train office personnel. Administer and participate in selection of group health, workers' compensation, and casualty insurances and other employee benefits. Prepare daily financial reports and daily financial business management.

OFFICE MANAGER/ACCOUNTANT, ROTATIONAL MOLDING, INC., BARTOW, FL 1983-1988

Performed complex bookkeeping while applying accepted accounting procedures to the preparation and maintenance of records. Prepared preliminary Profit and Loss Statements, accounts payable and receivable reports, as well as perpetual inventory by hand. Supervised and trained office personnel to perform secretarial, clerical, and bookkeeping duties and other duties as required. Participated in annual budget preparation. Administered group health, workers' compensation and casualty insurances and other employee benefits. Prepared financial daily report and transferred money between bank accounts.

ASSISTANT OFFICE MANAGER/PAYROLL CLERK/COMPUTER OPERATOR, POLK NURSERY, AUBURNDALE, FL, 1975-1982

Work under the supervision of the Office manager. Primary function was payroll, to include workers' compensation, group health insurance, W-2's, tax statements, calculating and keying time cards as well as maintaining employee records of approximately 200 employees. Maintaining a perpetual inventory. Applying computer skills to all accounting programs, such as accounts receivable, accounts payable, invoice billing, and journal entries to the general ledger.

PROFESSIONAL AFFILIATIONS:

Member of the National Notary Association – Florida Division

RESUMÉ

EXPERIENCE: 32 YEARS EXPERIENCE IN THE CONSTRUCTION INDUSTRY

EDUCATION: KATHLEEN HIGH SCHOOL, LAKELAND, FL

WORK EXPERIENCE:

PROJECT SUPERINTENDENT, KILLEBREW, INC., LAKELAND, FL 2006 – PRESENT

Manage construction of multiple projects ranging from \$5,000 to \$12,000,000 in size. Nature of projects is new and rehabilitation site development, utility construction of water, wastewater, stormwater, and reclaimed water systems. Scope of projects includes pipe sizes from 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries. Duties include day-to-day management, supervision, scheduling, and coordination of crews, subcontractors and suppliers, meeting and coordinating with engineers, owners, and inspectors.

FOREMAN, KILLEBREW, INC., LAKELAND, FL 1995-2006

Field supervision and management of new and rehabilitation site development, utility construction projects. Nature and Scope are 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries.

PIPELAYER, KILLEBREW, INC., PLANT CITY, FL 1993-1995

Lead pipelayer of new utility construction projects. Nature and Scope are 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries.

FOREMAN, B & J CONCRETE, INC., LAKELAND, FL 1991-1993

Foreman for pipe construction and concrete of new utility construction projects. Nature and Scope are 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries, sidewalks, curb and gutter, retaining walls, etc.

PIPELAYER, EMPIRE PIPE, LAKELAND, FL 1980-1991

Foreman for pipe construction of new utility construction projects. Nature and Scope are 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries.

RESUMÉ

EXPERIENCE: 31 YEARS EXPERIENCE IN THE CONSTRUCTION INDUSTRY

EDUCATION: WESTERN WAYNE HIGH SCHOOL, SOUTH CANNAN, PA

WORK EXPERIENCE:

PROJECT SUPERINTENDENT, KILLEBREW, INC., LAKELAND, FL 2004 – PRESENT

Manage construction of multiple projects ranging from \$5,000 to \$12,000,000 in size. Nature of projects is new and rehabilitation site development, utility construction of water, wastewater, stormwater, and reclaimed water systems. Scope of projects includes pipe sizes from 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries. Duties include day-to-day management, supervision, scheduling, and coordination of crews, subcontractors and suppliers, meeting and coordinating with engineers, owners, and inspectors.

FOREMAN, KILLEBREW, INC., LAKELAND, FL 1989-2004

Field supervision and management of new and rehabilitation site development, utility construction projects. Nature and Scope are 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries.

FOREMAN, UTILITY PIPING SYSTEMS, INC., LAKELAND, FL 1981-1989

Field supervision and management of new utility construction projects. Nature and Scope are 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries.

RESUMÉ

EXPERIENCE: 36 YEARS EXPERIENCE IN THE CONSTRUCTION INDUSTRY

EDUCATION: LAKELAND HIGH SCHOOL, LAKELAND, FL

WORK EXPERIENCE:

PROJECT SUPERINTENDENT, KILLEBREW, INC., LAKELAND, FL 2013 – PRESENT

Manage construction of multiple projects ranging from \$5,000 to \$12,000,000 in size. Nature of projects is new and rehabilitation site development, utility construction of water, wastewater, stormwater, and reclaimed water systems. Scope of projects includes pipe sizes from 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries. Duties include day-to-day management, supervision, scheduling, and coordination of crews, subcontractors and suppliers, meeting and coordinating with engineers, owners, and inspectors.

FOREMAN, KILLEBREW, INC., LAKELAND, FL 2012-2013

Field supervision and management of new and rehabilitation site development, utility construction projects. Nature and Scope are 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries.

FOREMAN, SWELL CONSTRUCTION, OVIEDO, FL 2011-2012

Field supervision and management of new utility construction projects. Nature and Scope are 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries.

FOREMAN, CATHCART CONTRACTING, WINTER SPRINGS, FL 2009-2011

Field supervision and management of new utility construction projects. Nature and Scope are 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries.

FOREMAN, MARLON DUNN CONTRACTING, PLANT CITY, FL 1994-2009

Field supervision and management of new utility construction projects. Nature and Scope are 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries.

FOREMAN/OPERATOR, TRUJILLO CONSTRUCTION, WINTER HAVEN, FL 1991-1994

Field supervision and management of jack and bore operations, sizes from 2" to 80".

FOREMAN/OPERATOR, PROFESSIONAL CONTRACTING, LAKELAND, FL 1989-1991

Field supervision and management of new utility construction projects. Nature and Scope are 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries.

FOREMAN/OPERATOR, UTILITY PIPING SYSTEMS, INC., LAKELAND, FL 1978-1989

Field supervision and management of new utility construction projects. Nature and Scope are 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries.

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER	
CGC1515807	

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016



THOMAS, WILLIAM CLIFFORD IV
KILLEBREW, INC.
2830 WINTER LAKE ROAD
LAKELAND FL 33803

ISSUED: 06/15/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1406150001555

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER	
CUC1224160	

The UNDERGROUND UTILITY & EXCAVATION CO
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016



THOMAS, WILLIAM CLIFFORD IV
KILLEBREW, INC.
2830 WINTER LAKE ROAD
LAKELAND FL 33803

ISSUED: 06/15/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1406150001771

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER	
CFC1428425	

The PLUMBING CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016



THOMAS, WILLIAM CLIFFORD IV
KILLEBREW, INC.
2830 WINTER LAKE ROAD
LAKELAND FL 33803

ISSUED: 06/15/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1406150001288

State of Florida

Board of Professional Engineers

Attests that
Killebrew, Inc.



is authorized under the provisions of Section 471.023, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.

Expiration: 2/28/2017
Audit No: 228201701539

CA Lic. No:
8720

State of Florida

Board of Professional Engineers

Attests that
William Clifford Thomas IV, P.E.



Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

Expiration: 2/28/2017
Audit No: 228201713104

P.E. Lic. No:
50664

POLK COUNTY LOCAL BUSINESS TAX RECEIPT
ACCOUNT NO. 170537

CLASS: B

EXPIRES: 9/30/2016

OWNER NAME
THOMAS, WILLIAM C IV

LOCATION
2830 WINTER LAKE RD
LAKELAND

BUSINESS NAME AND MAILING ADDRESS

KILLEBREW, INC
PO BOX 8258
LAKELAND, FL 33807-8258

CODE	ACTIVITY TYPE
230150	CONTRACTOR GENERAL
230180	CONTRACTOR PLUMBING
230290	CONTRACTOR UNDERGROUND UTILEXC
540180	PROFESSIONAL ENGINEER

PROFESSIONAL LICENSE (IF APPLICABLE)
CUC1224160
CFC1428425

OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR

THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE
CONSPICUOUSLY DISPLAYED AT THE BUSINESS LOCATION



PAID-1207067-0001-0001 04/20/2015 06/20/2015 CFB 12 57.75

Jeff Atwater
CHIEF FINANCIAL OFFICER

Julius Hahn
DIVISION DIRECTOR



Cesar Sisco
BUREAU CHIEF

Keith McCarthy
SAFETY PROGRAM MANAGER

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

DIVISION OF STATE FIRE MARSHAL

200 East Gaines Street - Tallahassee, Florida 32399-0342
Tel. 850-413-3644 Fax. 850-410-2467

CERTIFICATE OF COMPETENCY

OFFICIAL COPY

THIS CERTIFIES THAT: William C Thomas, IV
2830 Winter Lake Rd
Lakeland FL 33803

BUSINESS ORGANIZATION: Killebrew Inc.

Contractor V means a contractor whose business is limited to the execution of contracts requiring the ability to fabricate, install, inspect, alter, repair and service the underground piping for a fire protection system using water as the extinguishing agent beginning at the point of service as defined in the act and ending no more than 1 foot above the finished floor.

Issue Date: 07/01/2014
Type: 09
Class: 14
County: Polk
License/Permit #: 197414-0001-2010
Expiration Date: 06/30/2016




Chief Financial Officer

**ACTION BY UNANIMOUS WRITTEN CONSENT OF SHAREHOLDER'S
AND DIRECTOR'S OF KILLEBREW, INC.**

The undersigned, being the Shareholder's and Director's of the above-named Corporation, a Florida corporation, does hereby consent in writing to the adoption of the Following Resolution, taking said action in lieu of an annual meeting as provided by the Florida Statutes:

RESOLVED AS FOLLOWS:

That the persons hereinafter named shall continue to serve in the following described offices, to serve in such capacities until their successors are elected at the next annual meeting and qualify:


President
Vice- President
Secretary
Treasurer
Vice- President

William C. Thomas IV
James Dickerson
Cindy D. Adamson
Cindy D. Adamson
Cindy D. Adamson


DATED: October 1, 2015



William C. Thomas IV
Shareholder & Director



James Dickerson
Shareholder & Director



Cindy D. Adamson
Shareholder & Director

State of Florida

Department of State

I certify from the records of this office that KILLEBREW, INC. is a corporation organized under the laws of the State of Florida, filed on May 22, 1989.

The document number of this corporation is K90178.

I further certify that said corporation has paid all fees due this office through December 31, 2015, that its most recent annual report/uniform business report was filed on January 22, 2015, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Tenth day of April, 2015*



Ken Dietz
Secretary of State

Tracking Number: CU2984537908

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



Employment Eligibility Verification

Click any ? for help

[Home](#)Welcome
Cindy AdamsonUser ID
CADA1602Last Login
01:08 PM - 02/04/2016[Log Out](#)

Company Information

[New Case](#)[View Cases](#)[Search Cases](#)[Edit Profile](#)[Change Password](#)[Change Security Questions](#)[Edit Company Profile](#)[Add New User](#)[View Existing Users](#)[Close Company Account](#)[View Reports](#)[View Essential Resources](#)[Take Tutorial](#)[View User Manual](#)[Share Ideas](#)[Contact Us](#)**Company Name:** Killebrew, Inc.[View / Edit](#)**Company ID Number:** 368030**Doing Business As (DBA) Name:****DUNS Number:** 087511672**Physical Location:****Address 1:** 2830 Winter Lake Road**Address 2:****City:** Lakeland**State:** FL**Zip Code:** 33803**County:** POLK**Mailing Address:****Address 1:** P O Box 6258**Address 2:****City:** Lakeland**State:** FL**Zip Code:** 33807-6258**Additional Information:****Employer Identification Number:** 592952542**Total Number of Employees:** 20 to 99**Parent Organization:****Administrator:****Organization Designation:****Employer Category:** None of these categories apply**NAICS Code:** 237 - HEAVY AND CIVIL ENGINEERING CONSTRUCTION[View / Edit](#)**Total Hiring Sites:** 1[View / Edit](#)**Total Points of Contact:** 1[View / Edit](#)

Date: 4/27/2009
Time: 08:14:15 AM
Job Number

KILLEBREW, INC.
JOB STATUS LISTING

Page: 41

Job Name	Job Status
BT#1-1997 FORD F350-RED&WHITE-SPARE	In Progress
1999 FORD F250 JB	In Progress
1997 FORD BOOM TRUCK-REHAB	In Progress
CAT D3B DOZIER S/N 24402119	In Progress
KOMATSU WA320 SN/A25002	In Progress
D-4C CAT LGP CRAWLER DOZIER S/N 2CJ00538	In Progress
WA320 LOADER S/N A25150	In Progress
1995 BOMAG ROLLER S/N 001527	In Progress
CAT 938G WHEEL LOADER S/N 6WS1623	In Progress
LAY-MOR SWEEPER TRACTOR	In Progress
ZE0044 VACTRON	In Progress
762A JOHN DEERE SCRAPER	In Progress
2004 JOHN DEERE 200LC EXCAVATOR	In Progress
WA250 WHEEL LOADER S/N A73555	In Progress
330C CAT HYDRALIC EXCAVATOR	In Progress
480 KOBELCO S/N YS06U0355	In Progress
135 KOBELCO	In Progress
135 KOBELCO S/N YH0302466	In Progress
WA200 DON	In Progress
WA200 WAYNE S/N 65080	In Progress
1997 T30 D VIBRATORY DRUM S/N 977005	In Progress
KOMATSU D31 CRAWLER S/N 50885	In Progress
WA320L-5 KOMATSU S/N 60675	In Progress
PC300LC-7L KOMATSU S/N A86723	In Progress
WB140-2N KOMATSU S/N A21387	In Progress
WB140 KOMATSU S/N 21827	In Progress

ZE0070		CAT 613B WATER WAGON	In Progress
ZE0071		KOMATSU HYD EXC PC78 S/N 6876	In Progress
ZE0072		KOMATSU WA70-5 S/N H50344	In Progress
ZE0074		938G CAT LOADER S/N CRD02508	In Progress
ZE0075		MASSEY FERGUSON TRACTOR	In Progress
ZE0076		CAT 420E BACKHOE LOADER S/N KMW0063	In Progress
ZE0077		MALA GEOSCIENCE EASY LOCATOR GPR	In Progress
ZE0078		2006 KOMATSU WA200-SL S/N 68420	In Progress
ZE0079		LAYMOR BROOM S/N 24815	In Progress
ZE0080		JOHN DEERE GATOR S/N W004X2X037577	In Progress
ZE0081		2002 LAY MOR 6HB BROOM S/N 26779002	
ZE0082	Intrac Corp.	2001 Komatsu PC75UU-3C S/N 20831	
ZE0083		PC40MR-1 MINI EXCAVATOR S/N 2873	
ZE0084		2008 CAT 420 BACKHOE S/N OKMW02382	
ZE0085		EZ GO WORK GOLF CART W/CAB & DOORS	
ZE0086		416B CAT BACK HOE S/N 85G13446	
ZE0088		2005 KOMATSU EXCAVATOR S/N 2147	PC78MR-6
ZE0089		2007 NEW HOLLAND EH35 EXCAVATOR S/N N4TN60075	
ZE0090		2006/07 KOBELCO EXCAVATOR S/NYH03-02619	
ZE0091		2014 KOMATSU WA270-7 WHEEL LOADER S/N: A27056	
ZE0092		1998 LAYMOR 8B BROOM TRACTOR S/N: 26261-002	
ZE0093		GOLF CART CARRY ALL LONG BED	
ZE0094		2006 NEW HOLLAND B95 BACKHOE S/N: 31057814	
ZE0095		2006 KOBELCO 235SR S/N YU04-00921	
ZE0096		2011 Kobelco SK350LC Class Excavator	YC08U2220
ZE0097		2014 KOMATSU WA270-7 S/N A27096	
ZE0098		2004 Komatsu WA320-5L Loader	A32170
ZE0099		2004 Kobelco SK210LC	YQ08-U1484
ZE0100		2001 Kobelco SK135SRLC	YH01-01082

ZE0101	Vac Tron model # PMD800DTE	21119	Added Crosley Trailer 5/7/
ZE0102	2006 Laymor 8HC 3 Whl Sweeper	31754	
ZE0103	Komatsu WA320-5L Loader	A32435	Global Equip.
ZE0104	2010 Cat 246C High Flow Skid Steer Loader w/2016 AJLR 72"Rotary Skid Steer Broom w/Tomahawk 42" Skid Steer Forks	CAT0246CKJA No S/N No S/N	Ritchie Bros
ZE0105	2008 Lee-Boy L1000T Pneumatic Asphalt Paver	49414	Ritchie Bros
ZE0106	Wacker Roller 1.5 Ton Double Drum Smooth Gas	20074336	United Rentals
ZE0107	Lay-Mor 6HB Broom Tractor completed w/Orops Cab, Water Tanks, Tow Bar all other std equip	26579-003	M&W Global Equip.
ZE0108			

19. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description, the disposition of each petition.

None

20. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project which the dispute arose, and a description of the subject matter of the dispute.

None

21. Is the Bidder currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify in details the circumstances and prospects for resolution.

No

22. Bank References (include name, job title, and telephone number of contact person) – Minimum 1

See Attached

23. Annual Average Services Revenue of the Proposer for the last three years as follows:

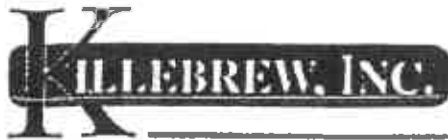
		Revenue Index Number
a.	Government Related Work	100%
b.	Non-Governmental Related Work	0%
	Total Work (a + b):	100%

Services Revenue Index Number

1.	Less than \$100,000	10%
2.	\$100,000 to less than \$250,000	10%
3.	\$250,000 to less than \$500,000	10%
4.	\$500,000 to less than \$1 million	50%
5.	\$1 million to less than \$2 million	15%
6.	\$2 million to less than \$5 million	10%
7.	\$5 million to less than \$10 million	0%
8.	\$10 million to less than \$25 million	0%
9.	\$25 million to less than \$50 million	0%
10.	\$50 million or greater	0%

10Q - 4

THIS PAGE TO BE SUBMITTED ALONG WITH PROPOSAL IN ORDER
FOR BID PACKAGE TO BE CONSIDERED AND ACCEPTABLE



Site Development, Utility Construction & Engineering

BANK REFERENCES

Platinum Bank
724 S. Florida Ave.
Lakeland, FL 33801
Contact: Ruth Marsh
Phone: 863-616-1234
Fax: 863-327-8795
Acct.# 0212542001

Mid Florida Credit Union
129 S. Kentucky Ave. Ste. 500
Lakeland, FL 33801
Contact: Jessica Minter
Phone: 863-616-2168
Credit Fax: 863-616-2183
Acct.# 443117

TRADE REFERENCES

Godwin Pumps of America, Inc.
P O Box 191
Bridgeport, NJ 08014
Phone: 856-467-3636
Fax: 856-467-7025

Barney's Pump
P. O. Box 3259
Lakeland, FL 33802-3259
Phone: 863-665-8500
Fax: 863-666-3858

Ferguson Underground
7816 Professional Place
Tampa, FL 33637
Phone: 800-456-1488
Fax: 813-988-6853

24. Principal Materials Manufacturer and Subcontractors. The BIDDER who proposes to perform WORK specified and shown on the Drawings is submitting this Bid Form. The Schedule of Bid Prices shown on the preceding pages(s) has been calculated and tabulated using basic material prices. The following is a list of material manufacturers and subcontractors whose materials and services such BIDDER proposes to furnish and utilize if awarded a CONTRACT for the WORK specified herein and shown on the Plans. It is understood that the following list is not complete, but includes the names of manufacturers of the principal components and subcontractors supplying principal services to such project. It is also understood that if awarded a Contract, the BIDDER will furnish the materials of the manufacturers and utilize the services of the subcontractors stated herein and that if for any reason whatsoever BIDDER wishes to substitute materials or subcontractors BIDDER shall request permission in writing from the CITY stating fully the reason for making such a request prior to ordering same.

All manufacturers or their authorized vendors have been made aware of all the appropriate portions of the Bid Documents and agree that their materials will meet all of the requirements stated therein and deliveries will be scheduled so as not to impede the progress of the WORK.

Materials:

Item	Manufacturer
HDPE Pipe	Performance
Fittings	Union Tyler
Valves	American

BQ - 5

THIS PAGE TO BE SUBMITTED ALONG WITH PROPOSAL IN ORDER
FOR BID PACKAGE TO BE CONSIDERED AND ACCEPTABLE

The BIDDER acknowledges and understands that the information contained in response to this Qualification's Statement shall be relied upon by CITY in awarding the contract and such information is warranted by BIDDER to be true. The discovery of any omission or misstatement that materially affects the BIDDER'S qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

The BIDDER also acknowledges that all information listed above may be checked by the CITY and authorizes all entities or persons listed above to answer any and all questions. BIDDER hereby indemnifies the CITY and persons or entities listed above and hold them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information requested above.

By



(Signature)

William C Thomas IV - President

4/20/16

Date

BQ - 6

THIS PAGE TO BE SUBMITTED ALONG WITH PROPOSAL IN ORDER
FOR BID PACKAGE TO BE CONSIDERED AND ACCEPTABLE



CONFIRMATION OF DRUG-FREE WORKPLACE

IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City of Boynton Beach or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Vendor's Signature

William C Thomas IV - President

Drug Free Workplace Policy Statement

Killebrew, Inc. (Killebrew) strives to maintain a safe, productive drug-free work environment. Killebrew considers the use of alcohol or drugs on the job to be an unsafe and counterproductive work practice. The abuse of drugs and alcohol is seen as a serious threat not only to Killebrew staff and customers but to the entire community.

Killebrew, Inc. has written and implemented a Drug Free Workplace program in compliance with Florida Workers Compensation Rule 38-F9, Florida Statutes 440.101 and 440.102, and the Federal Drug Free Workplace act of 1988. Employee drug testing and referral for counseling procedures have been implemented along with provisions for supervisory and employee substance abuse education.

Killebrew has established the following policy with regard to the use, possession, or sale of illegal drugs or the abuse of alcohol. Substance abuse includes possession, use, purchase or sale of illegal drugs on Killebrew premises (including parking lots). It is against Killebrew policy to report to work or to undertake work under the influence of drugs or alcohol. This includes prescription drugs which induce an unsafe mental or physical state. The use, sale, purchase, possession, manufacture, distribution or dispensation of controlled substances (illegal drugs) on Killebrew property or work sites is against the law and Killebrew policy and is cause for immediate discharge.

An employee reporting for work visibly impaired and/or unable to properly perform required duties will not be allowed to work. If possible, the supervisor noticing the impairment will first seek another supervisor's opinion of the employee's condition. The supervisor will then consult privately with the employee to determine the cause of the observation, including whether substance abuse has occurred. If, in the opinion of the supervisor(s), the employee is considered impaired but not under the influence of illegal drugs or alcohol, the employee will be sent home or to a medical facility by taxi or other safe transportation alternative, depending on the determination of the observed impairment, accompanied by the supervisor or another employee, if possible or necessary. If, however, in the opinion of the supervisor(s) reasonable suspicion exists to indicate the impairment is a result of the use of illegal drugs or alcohol, the employee will be asked to submit to a drug and/or alcohol test, transported to the designated drug screen collection site/medical facility, and then transported home if necessary. An impaired employee will not be allowed to drive.

Killebrew, Inc. maintains a Drug Free Workplace for the protection of all employees, customers, clients, and the business as an entity. Florida law provides for a denial of Workers' Compensation medical and indemnity benefits for employees, who are injured while working and subsequently have a positive drug test result. [Florida Statute 400.102 and W.C. Rule 38F-9]. Additionally, an employee who refuses to undergo post-accident drug testing will be denied Workers' Compensation medical and indemnity benefits [W.C. 38F-9]. An employee having a positive drug test result will also seriously jeopardize his/hers eligibility for Unemployment Compensation benefits.

Supervisors will counsel an employee whenever they see changes in performance that suggest an employee has a problem. The supervisor will suggest that the employee seek help with the problem through Killebrew Employee Assistance Program. – ASAP – Alcohol & Substance Abuse Prevention Programs - 800-329-6334



NON COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Florida

County of Polk

William C Thomas IV

being first duly sworn, deposes and says that:

- 1) He is President of Killebrew, Inc
(Title) (Name of Corporation or Firm)
the bidder that has submitted the attached bid;
- 2) He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
- 3) Such bid is genuine and is not a collusive or sham bid;
- 4) Further, such bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Boynton Beach (Local Public Agency) or any person interested in the proposed Contract; and
- 5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) [Signature]

William C Thomas IV

President

(Title)

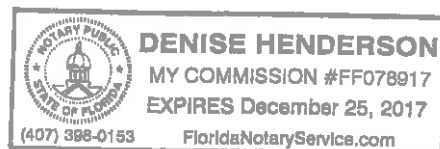
Subscribed and sworn to before me

This 20th day of April, 2018

12/25/17

My commission expires

[Signature]



Boynton Beach Utilities - RE-BID Pipe Bursting

NCA - 1

THIS PAGE TO BE SUBMITTED ALONG WITH PROPOSAL IN ORDER
FOR BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE



ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
COUNTY OF ~~MONTESSA~~ PALM BEACH Polk) : SS

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Boynton Beach as a commission, kickback, reward of gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: 

NAME - SIGNATURE

William C Thomas IV - President

Sworn and subscribed before me
this 20th day of April

20 18

Printed Information:

William C Thomas IV

NAME

President

TITLE

Killebrew, Inc.

COMPANY


NOTARY PUBLIC, State of Florida
at Large Denise Henderson



"OFFICIAL NOTARY SEAL" STAMP

Boynton Beach Utilities -- RE-BID Pipe Bursting

AKA - 1

THIS PAGE TO BE SUBMITTED ALONG WITH PROPOSAL IN ORDER FOR
BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE



TRENCH SAFETY ACT AFFIDAVIT

On October 1, 1990, House Bill 3183, known as the Trench Safety Act became law. This incorporates the Occupational Safety & Health Administration (OSHA) revised excavation safety standards, citation 29 CFR.S.1926.650, as Florida's own standards.

The Proposer, by virtue of its signature below, affirms that it is aware of this Act, and will comply with all applicable trench safety standards. Such assurance shall be legally binding on all persons employed by the Contractor and its subcontractors.

The proposer is also obligated to identify its anticipated method and cost of compliance with the applicable trench safety standards.

PROPOSER ACKNOWLEDGES THAT INCLUDED IN THE VARIOUS ITEMS OF THE PROPOSAL AND IN THE TOTAL BID PRICE ARE COSTS FOR COMPLYING WITH THE FLORIDA TRENCH SAFETY ACT (90-96 LAWS OF FLORIDA). THESE ITEMS ARE A BREAKOUT OF THE RESPECTIVE ITEMS INVOLVING TRENCHING AND WILL NOT BE PAID SEPARATELY. THEY ARE NOT TO BE CONFUSED WITH BID ITEMS IN THE SCHEDULE OF PRICES, NOR BE CONSIDERED ADDITIONAL WORK.

IN ORDER TO BE CONSIDERED RESPONSIVE, THE PROPOSERS MUST COMPLETE* THIS FORM, I.E. IDENTIFY THE COSTS AND METHODS SUMMARIZED BELOW, SIGN AND SUBMIT IT WITH THEIR BID DOCUMENTS.

Killebrew, Inc.

Name of Proposer

Authorized Signature of Proposer

William C Thomas IV - President

*COMPLETION REQUIRES PROPOSERS TO FILL IN THE APPROPRIATE DETAILS UNDER THE FOLLOWING HEADINGS:

Description	Unit	Quantity	Unit Price	Extended Price	Method
Trench Box	EA	5	1500.00	7500.00	Trench box for shielding Shoring



SAFETY PROGRAM COMPLIANCE

Safety is a high priority in the conducting of business in the City of Boynton Beach. Preference shall be given to contractors with an established safety program following O.S.H.A. guidelines, and documented results establishing a safe working environment.

1. Bidder shall provide a copy of the Safety Program(s) to be in effect for the duration of the Contract (attach to the back of this form).
2. The City reserves the right to conduct periodic safety inspections of the contractor, subcontractor, employees, agents, etc. throughout the duration of the Contract.
3. The City reserves the right to terminate the Contract where it is determined that the contractor or subcontractor is in non-compliance of the safety terms, regulations or requirements established by O.S.H.A. or the State.

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

A handwritten signature in blue ink, which appears to read "William C. Thomas IV", is written over a horizontal line.

AUTHORIZED SIGNATURE

William C Thomas IV - President



WARRANTIES

In consideration of, and to induce the Award of **THE CITY OF BOYNTON BEACH, FLORIDA**, Construction Contract described in these Bid Documents, the Contractor represents and warrants to the City of Boynton Beach, Florida:

1. The Contractor is financially solvent and sufficiently experienced and competent to perform all of the work required of the Contractor in the Construction Contract; and
2. That the facts stated in the Contractor's Bid and information given the Contractor pursuant to the request or proposal for Bids, instructions to Contractors and Specifications are true and correct in all respects; and
3. That the Contractor has read and complied with all of the requirements set forth in the request for Bids, instructions to Contractors and Specifications; and
4. That the Contractor warrants all materials supplied by it under the terms of the Construction Contract are delivered to the City of Boynton Beach, Florida, free from any security interest, and other lien, and that the Contractor is a lawful owner having the right to sell the same and will defend the conveyance to the City of Boynton Beach, Florida, against all persons claiming the whole or any part thereof; and
5. That the materials supplied to the City of Boynton Beach, Florida, under the Construction Contract are free from the rightful claims of any persons whomsoever, by way of patent or trademark infringement or the like; and
6. That the materials supplied under the Construction Contract are merchantable within the meaning of the Uniform Commercial Code Section 2-314; and
7. That the materials supplied under the Construction Contract are free from defects in materials and workmanship under normal use and service and that any such materials found to be defective shall be replaced by the Contractor as per the attached Warranty.
8. That the materials supplied pursuant to the Construction Contract are fit for the purposes for which they are intended to be used; that under normal use and maintenance the material will continue to be fit for such purposes for the warranty period after delivery, provided that the City shall give the Contractor notice that the materials failed to fulfill the warranty; such notice shall state in what respect the materials have failed to fulfill the warranty, where upon the Contractor shall be allowed a reasonable time after receipt of such notice to correct the defect and the City agrees to cooperate in this regard. If the materials cannot be made to fulfill the Contract within the warranty period the Contractor will either furnish duplicate materials, or at its option refund the amount paid, which shall constitute a settlement in full for all damages occasioned by reason at this warranty of fitness; and
9. That this Warranty is included in exposures for which the Contractor has products liability and completed operations insurance, in minimum amounts of One Hundred Thousand (\$100,000.00) Dollars for property damage and Three Hundred Thousand (\$300,000.00) Dollars for personal injury as shown on the Certificates of such insurance attached hereto, and the Contractor agrees to keep such insurance coverage during the period of this Warranty; and

10. That it is an express condition of this Warranty that the item(s) hereby warranted shall be operated and maintained by the City in accordance with the manufacturer's recommendations as to those portions of the item(s) that are not fabricated by the Contractor, and in accordance with the Contractor's recommendations, a copy of which has either been supplied to the City of Boynton Beach should maintain complete and accurate records made at the time of performance of maintenance showing compliance with such instructions, and by acceptance of this Warranty, the City of Boynton Beach, Florida, agrees to present such records to the Contractor upon request in the event of a claim hereunder by the City;
11. The foregoing Warranties apply as a minimum and are supplemental to other Warranties offered. They are not substituted, but in addition to, any other Warranties offered; and
12. That it is agreed and understood by the Contractor that the City of Boynton Beach, Florida, is induced to enter the Construction Contract in reliance upon this Warranty.

SIGNED, sealed and delivered on this 20th day of April, 2016.

(SEAL)

CONTRACTOR:

By


William C Thomas IV - President

ATTEST:


Secretary Cindy Adamson



CONFIRMATION OF MINORITY OWNED BUSINESS

This requested form to be made a part of our files for future use and information. Please fill out and indicate in the appropriate spaces provided which category best describes your company. Return this form with your bid proposal sheet making it an official part of your bid response.

Is your company a Minority Owned Business? No

Yes

No

If Yes, please indicate by an "X" in the appropriate box: ()

AMERICAN INDIAN

() ASIAN

() BLACK

() HISPANIC (

) WOMEN

() OTHER

(specify)

() NOT APPLICABLE

Do you possess a Certification qualifying your business as a Minority Owned Business?

YES

NO ^x

If YES, Name the Organization from which this certification was obtained and date:

Issuing Organization for Certification

Date of Certification

Boynton Beach Utilities -- RE-BID Pipe Bursting

MOB -- 1

THIS PAGE TO BE SUBMITTED ALONG WITH PROPOSAL IN ORDER
FOR BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE



SCHEDULE OF SUBCONTRACTING/MINORITY BUSINESS ENTERPRISE (MBE/WBE) PARTICIPATION

BIDDERS ARE TO SUBMIT A DETAILED LISTING OF ANY SUBCONTRACTOR(S) PARTICIPATION OF ANY PORTION OF THIS PROJECT FOR ANY REASON.

BID TITLE: **RE-BID FOR PRE-CHLORINATED PIPE BURSTING OF POTABLE WATER MAINS** BID No. 034-2821-16/TP

MAIN CONTRACTOR NAME: Killebrew, Inc.

*MINORITY TYPES: (1) BLACK; (2) HISPANIC; (3) WOMEN; (4) OTHER (specify)

NAME/ADDRESS/ PHONE OF SUBCONTRACTOR	TYPE OF WORK TO BE PERFORMED	MINORITY					DOLLAR AMOUNT	% OF TOTAL
		STATUS		TYPE *(see key above)	CERTIFIED			
		4 Yes	4 No		4 Yes	4 No		
Larson's Grading & Paving 3655 US Hwy 17 N Bartow, FL 33830 883-633-1155	Paving		X				Unknown	Unkown
North Point Land Surveying PO Box 804 Lakeland, FL 33802 863-648-2363	Surveying		X				Unkown	Unknown

Boynton Beach Utilities – RE-BID Pipe Bursting

SSCMBE-1

THIS PAGE TO BE SUBMITTED ALONG WITH PROPOSAL IN ORDER
FOR BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE



PALM BEACH COUNTY INSPECTOR GENERAL
ACKNOWLEDGMENT

BID No.: 036-2821-16/TP

**RE-BID FOR THE PRE-CHLORINATED PIPE BURSTING
OF POTABLE WATER MAINS**

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 this Contract, 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.

Killebrew, Inc.
CONTRACTOR NAME

By 
William C Thomas IV

Title: President

Date: 4/20/16

ACKNOWLEDGEMENT OF ADDENDUM No.1

**"RE-BID FOR THE PRE-CHLORINATED PIPE BURSTING OF POTABLE WATER
MAINS"**

BID NO.: 036-2821-16/TP

ADDENDUM No. 1

**RESPONDENT MUST SIGN, DATE AND INCLUDE THIS
"ACKNOWLEDGEMENT OF ADDENDUM No. 1" WITH BID PACKAGE IN
ORDER FOR BID SUBMITTAL TO BE CONSIDERED COMPLETE AND
ACCEPTABLE.**

NAME OF COMPANY: Killebrew, Inc.

Denise Henderson
PRINT NAME OF REPRESENTATIVE

Denise Henderson
SIGNATURE OF REPRESENTATIVE

4/13/16
DATE

SCANDINAVIAN TIG WELDING CENTRE

SVENSTRUP.DK APRIL 03

This certificate confirms that the company and authorized employees have been trained on the following:

- T40 Pipeburster
- T120 Pipeburster

Company:

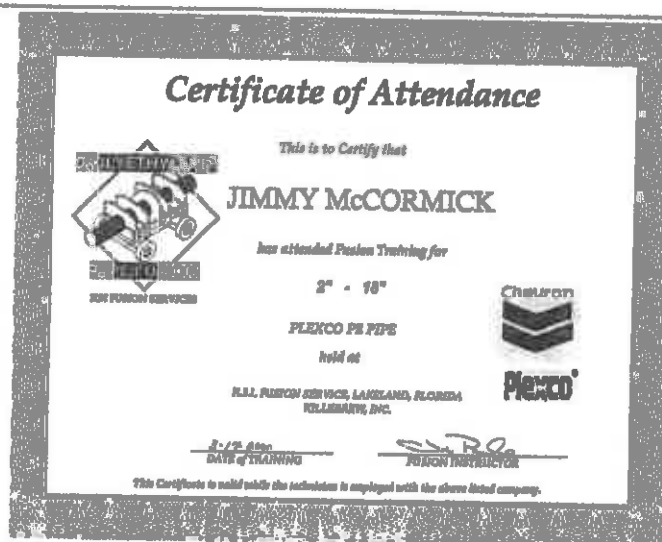
Killebrew, Inc.

4245 Drane Field Road

Lakeland, FL 33807-6258, USA

Date:

08/24/03



Certificate of Completion

Rich Bushart Killebrew Inc.

For successful completion of HDPE Butt Fusion Training. Training included the proper operation of fusion equipment using the PE Pipe Manufacturer's qualified procedures.



Date Issued 08/11/2006

Randy Conrad

Certificate of Completion

Chuck Eisenhauer, Killebrew, Inc.

For successful completion of HDPE Butt Fusion Training. Training included the proper operation of fusion equipment using the PE Pipe Manufacturer's qualified procedures.



Date Issued 08/11/2006

Randy Conrad

Certificate of Completion

Jose Luis Martinez

For successful completion of HDPE Butt Fusion Training. Training included the proper operation of fusion equipment using the PE Pipe manufacturer's qualified procedures.



Date Issued 6/12/09

Terry Nance
Instructor

Certificate of Completion

Justin Ainer

For successful completion of HDPE Butt Fusion Training. Training included the proper operation of fusion equipment using the PE Pipe manufacturer's qualified procedures.



Date Issued 6/12/09

Terry Nance
Instructor

Certificate of Completion

Jose Juan Urgino

For successful completion of HDPE Butt Fusion Training. Training included the proper operation of fusion equipment using the PE Pipe manufacturer's qualified procedures.



Date Issued 6/12/09

Terry Nance
Instructor

Certificate of Completion

Manuel Bustos

For successful completion of HDPE Butt Fusion Training. Training included the proper operation of fusion equipment using the PE Pipe manufacturer's qualified procedures.



Date Issued 6/12/09

Terry Nance
Instructor

Certificate of Completion

Jimmy M. G. Corrick, Killebrew, Inc.

For successful completion of HDPE Butt Fusion Training. Training included the proper operation of fusion equipment using the PE Pipe Manufacturer's qualified procedures.



Date Issued 08/11/2006

Randy Conrad

Certificate of Completion

Ismael Lopez

For successful completion of HDPE Butt Fusion Training. Training included the proper operation of fusion equipment using the PE Pipe manufacturer's qualified procedures.



Date Issued 6/12/09

Terry Nance
Instructor

Certificate of Completion

Juan C. Juarez

For successful completion of HDPE Butt Fusion Training. Training included the proper operation of fusion equipment using the PE Pipe manufacturer's qualified procedures.



Date Issued 6/12/09

Terry Nance
Instructor

Certificate of Completion

Rodney White

For successful completion of HDPE Butt Fusion Training. Training included the proper operation of fusion equipment using the PE Pipe manufacturer's qualified procedures.



Date Issued 6/12/09

Terry Nance
Instructor

Certificate of Completion

Willie Burton

For successful completion of HDPE Butt Fusion Training. Training included the proper operation of fusion equipment using the PE Pipe manufacturer's qualified procedures.



Date Issued 6/12/09

Terry Nance
Instructor

Killebrew Inc. states that all employees who will be working on this project have been trained and are qualified to perform prechlorination procedures. Killebrew Inc. further states that all employees who will be working on this project have been medically cleared to work on restricted projects and have been trained in the latest hygienic procedures.

REQUEST FOR QUOTE PRE-CHLORINATED PIPE BURSTING OF POTABLE WATER MAINS

QUOTE OPENING DATE: 2/9/2016
QUOTE OPENING TIME: 2:30 P.M.
BID No.: 021-2821-16/KTR

"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	Killebrew, Inc. PO Box 6258 Lakeland, FL 33807 Phone: 863-701-0273 Fax: 863-701-9204 Contact: William C. Thomas IV Email: bill@killebrewinc.net	Murphy Pipeline Contractors Inc 1876 Everlee Road Jacksonville, FL 32216 Phone: 904-764-6887 Contact: Bill Barron Email: billb@murphypipelines.com	
BID FORM	YES	YES	
BID PROPOSAL	YES	YES	
SCHEDULE OF BID ITEMS - REVISION#2 SCHEDULE OF BID ITEMS - REVISION #1	YES	YES	
LUMP SUM TOTAL: SCENARIO #1 SCENARIO #2 SCENARIO #3	\$37,000.00 \$151,809.00 \$207,427.00	\$48,299.60 \$149,118.00 \$186,139.00	
CERTIFICATE (FOR CORPORATION)	YES	YES	
BID BOND	YES	YES	
BID DOCUMENTS SUBMITTALS Original (1) Copy (2) USB (1)	YES YES YES	YES YES YES	
ADDENDUM #1 ACKNOWLEDGEMENT ADDENDUM #2 ACKNOWLEDGEMENT ADDENDUM #3 ACKNOWLEDGEMENT	YES YES YES	YES YES YES	
BIDDER'S ACKNOWLEDGEMENT	YES	YES	
BIDDER'S QUALITIFICATIONS STATEMENT (References)	YES	YES	

REQUEST FOR QUOTE PRE-CHLORINATED PIPE BURSTING OF POTABLE WATER MAINS

QUOTE OPENING DATE: 2/9/2016
QUOTE OPENING TIME: 2:30 P.M.
BID No.: 021-2821-16/KTR

"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	Killebrew, Inc. PO Box 6258 Lakeland, FL 33807 Phone: 863-701-0273 Fax: 863-701-9204 Contact: William C. Thomas IV	Murphy Pipeline Contractors Inc 1876 Everlee Road Jacksonville, FL 32216 Phone: 904-764-6887 Contact: Bill Barron	
CONFIRMATION OF DRUG-FREE WORKPLACE	YES	YES	
NONCOLLUSION AFFIDAVIT OF PRIME BIDDER	YES	YES	
ANTI-KICKBACK AFFIDAVIT	YES	YES	
TRENCH SAFETY ACT AFFIDAVIT	YES	YES	
SAFETY PROGRAM COMPLIANCE	YES	YES	
WARRANTIES	YES	YES	
CONFIRMATION OF MINORITY OWNED BUSINESS	YES	YES	
SCHEDULE OF SUBCONTRACTING/MINORITY BUSINESS ENTERPRISE (MBE/WBE) PARTICIPATION	YES - 2 SUBCONTRACTORS	YES - NONE	
PALM BEACH COUNTY INSPECTOR GENERAL ACKNOWLEDGEMENT	YES	YES	
BUSINESS TAX	YES		
BUSINESS LICENSE	YES	YES	
COMMENTS	President: William C. Thomas IV	President: Andrew Mayer	



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/7/2019

REQUESTED ACTION BY COMMISSION: 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 April 16, 2019- "Request for Extensions and/or Piggybacks."

EXPLANATION OF REQUEST:

As required, the Finance/Procurement Department submits requests for award to the Commission; requests for approval to enter into contracts and agreements as the result of formal solicitations; and to piggy-back governmental contracts. Options to extend or renew are noted in the "Agenda Request Item" presented to Commission as part of the initial approval process. Procurement seeks to provide an accurate and efficient method to keep the Commission informed of pending renewals and the anticipated expenditure by reducing the paperwork of processing each renewal and/or extension individually and summarizing the information in a monthly report (as required).

PRE-CHLORINATED PIPE BURSTING OF POTABLE WATER MAINS	036-2821-16/TP	MAY 17, 2019 THRU MAY 16, 2020
HYDRAULIC CYLINDERS AND VALVE PARTS AND REPAIR	039-2516-17/IT	MAY 19, 2019 THRU MAY 18, 2020

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

This renewal report will be used for those solicitations, contracts/agreements and piggy-backs that are renewed/extended with the same terms and conditions and pricing as the initial award.

FISCAL IMPACT: Budgeted Funds have been budgeted under line items as noted on the attached report.

ALTERNATIVES: Not approve renewals and require new solicitations to be issued.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant?

Grant Amount:

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Addendum	Bid Extension Summary
<input type="checkbox"/> Addendum	Killebrew Signed Renewal
<input type="checkbox"/> Addendum	Murphy Signed Renewal
<input type="checkbox"/> Addendum	Construction Hydraulics Signed Renewal



CITY OF BOYNTON BEACH
REQUESTS FOR BID EXTENSIONS AND PIGGY-BACKS
April 16, 2019

REQUESTING DEPARTMENT: UTILITIES

DEPARTMENT CONTACT: Tremaine Johnson

TERM: May 17, 2019 to May 16, 2020

SOURCE FOR PURCHASE: City Bid No. 036-2821-16/TP

ACCOUNT NUMBER: 401-2810-536-4647

VENDOR(S): Killebrew, Inc. / Murphy Pipeline Contractors

ANNUAL ESTIMATED EXPENDITURE: \$2,000,000

DESCRIPTION:

On May 17, 2016, City Commission approved a two-year Agreement with Killebrew, LLC. and Murphy Pipeline Contractors. This initial term expenditure was \$400,000. On May, 15 2018, Commission approved Resolution R18-072 for an additional \$1,487,323.00. And then on June 5, 2018, Commission approved Resolution R18-078 for an additional \$404,890.32.

The Agreement allows for two (2) additional one-year renewal terms under the same prices, terms and conditions. Both vendors have agreed to renew the Agreement for an additional one-year term.

REQUESTING DEPARTMENT: PUBLIC WORKS / FLEET

DEPARTMENT CONTACT: Adrianna Greco-Arencia

TERM: May 19, 2019 to May 18, 2020

SOURCE FOR PURCHASE: City Bid No. 039-2516-17/IT

ACCOUNT NUMBER: 501-5000-590-0982

VENDOR(S): Construction Hydraulics of Lake Worth, Inc.

ANNUAL ESTIMATED EXPENDITURE: \$65,000

DESCRIPTION:

On May 16, 2017, City Commission approved a two-year Agreement with Construction Hydraulics of Lake Worth, Inc.

The Agreement allows for Two (2) additional one-year renewal terms under the same prices, terms and conditions. Construction Hydraulics of Lake Worth, Inc. has agreed to renew the Agreement for an additional one-year term.



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

PKS/HD

COMMISSION MEETING DATE: 5/17/2016

REQUESTED ACTION BY COMMISSION: Award the "Re-Bid for Pre-Chlorinated Pipe Bursting of Potable Water Mains", Bid No. 036-2821-16/TP, for a two (2) year period to Murphy Pipeline Contractors, of Jacksonville, FL as the Primary Vendor and Killebrew, Inc., of Lakeland, FL as the Secondary Vendor. This bid will be utilized on an "AS NEEDED" Basis with an estimated annual expenditure of \$400,000.

EXPLANATION OF REQUEST:

BID TERM: MAY 17, 2016 to MAY 16, 2018

On April 20, 2016, Procurement Services opened two bids in response to the advertised Re-Bid No. 036-2821-16/TP. Contractors were instructed to submit line item pricing to perform pre-chlorinated pipe bursting of potable water mains (PCPB) on an "As Needed" Basis. Pipe Bursting is a trenchless method of replacing outdated or inadequate buried water main pipes. The new pre-chlorinated pipe is equipped with a bursting head and is pulled through the old pipe.

The Scope of Work outlined in the request for Bid includes (but not limited to) the following:

- Task 1 – Pipe Bursting at various locations
- Task 2 – Connection to existing water service pipe
- Task 3 – Maintenance of Traffic
- Task 4 – Site and Pavement Restoration

The selected Contractors will furnish all labor, materials, equipment, incidentals and appurtenances to complete the "As Needed" Work as outlined in their line item pricing submitted with the bid package. Both Murphy Pipeline Contractors, and Killebrew, Inc., were evaluated and determined qualified based on their written submissions.

The three scenarios presented in the bid package are Utilities projects that have been placed on hold until bid award. With City Commission approval, Utilities Staff will negotiate purchase orders for the scope of work as presented in Scenario no. 1, no. 2, and no. 3.

After the initial two year bid term, bid documents allow for three additional one-year renewals with the same terms, conditions and pricing; subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the City.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

This bid award would allow City staff to issue purchase orders based on the unit costs provided by the qualified contractors to perform potable pipeline replacement. Water main replacement will provide increased capacity and reliability for the distribution of potable water as well as fire flow water to areas with increasing demands.

FISCAL IMPACT: Budgeted

Funds for this repair service will be available from the Utilities account number 401-2810-536-46-47.

ALTERNATIVES:

Not approve the recommended contractors as provided and request that a new bid for Pre-Chlorinated Pipe Bursting of Potable Water Mains be issued.

STRATEGIC PLAN:**STRATEGIC PLAN APPLICATION:****CLIMATE ACTION:****CLIMATE ACTION DISCUSSION:**

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Tab Sheets	Bid Tabulation Sheets
<input type="checkbox"/> Bid	Proposal - Murphy Pipeline
<input type="checkbox"/> Bid	Proposal - Killebrew

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Alibrandi, Julie	Approved	5/10/2016 - 3:21 PM
Finance	Alibrandi, Julie	Approved	5/10/2016 - 3:26 PM
Finance	Howard, Tim	Approved	5/10/2016 - 3:37 PM
Legal	Swanson, Lynn	Approved	5/11/2016 - 2:14 PM
City Manager	LaVerriere, Lori	Approved	5/12/2016 - 9:49 AM

RE-BID FOR PRE-CHLORINATED PIPE BURSTING OF POTABLE WATER MAINS

BID OPENING DATE: 4/20/2016
 BID OPENING TIME: 2:30 P.M.
 RE-BID No.: 036-2821-16/TP

"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	Killebrew, Inc. PO Box 6258 Lakeland, FL 33807 Phone: 863-701-0273 Fax: 863-701-9204 Contact: William C. Thomas IV Email: bill@killebrewinc.net	Murphy Pipeline Contractors, Inc. 1876 Everlee Road Jacksonville, FL 32216 Phone: 904-764-6887 Fax: 904-379-6193 Contact: Andy Mayer Email: andym@murphypipelines.com	No Other Bids Submitted
BID FORM	YES		
BID PROPOSAL	YES	YES	
SCHEDULE OF BID ITEMS	YES	YES	
LUMP SUM TOTAL:			
SCENARIO #1	\$62,950.00		\$48,299.60
SCENARIO #2	\$151,809.00		\$149,118.00
SCENARIO #3	\$207,427.00		\$186,139.00
CERTIFICATE (FOR PARTNERSHIP)	NO	NO	
CERTIFICATE (FOR CORPORATION)	YES	YES	
ADDENDA	YES	YES	
BID DOCUMENTS SUBMITTALS			
Original (1)	YES		YES
Copy (2)	YES		YES
USB (1)	YES		YES
ADDENDUM #1	YES	YES	
BIDDER'S ACKNOWLEDGEMENT	YES	YES	
BIDDER'S QUALIFICATIONS STATEMENT (References)	YES	YES	
CONFIRMATION OF DRUG-FREE WORKPLACE	YES	YES	

RE-BID FOR PRE-CHLORINATED PIPE BURSTING OF POTABLE WATER MAINS

BID OPENING DATE: 4/20/2016
 BID OPENING TIME: 2:30 P.M.
 RE-BID No.: 036-2821-16/TP

"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	Killebrew, Inc. PO Box 6258 Lakeland, FL 33807 Phone: 863-701-0273 Fax: 863-701-9204 Contact: William C. Thomas IV	Murphy Pipeline Contractors, Inc. 1876 Everlee Road Jacksonville, FL 32216 Phone: 904-764-8887 Fax: 904-379-6193 Contact: Andy Mayer	No Other Bids Submitted
NONCOLLUSION AFFIDAVIT OF PRIME BIDDER	YES	YES	
ANTI-KICKBACK AFFIDAVIT	YES	YES	
TRENCH SAFETY ACT AFFIDAVIT	YES	YES	
SAFETY PROGRAM COMPLIANCE	YES	YES	
WARRANTIES	YES	YES	
CONFIRMATION OF MINORITY OWNED BUSINESS	NOT A MINORITY	NOT A MINORITY	
SCHEDULE OF SUBCONTRACTING/MINORITY BUSINESS ENTERPRISE (MBE/WBE) PARTICIPATION	YES - 2 SUBCONTRACTORS Larson's Grading & Paving 3655 US Hwy 17 N Bartow, FL 33830 (863) 648-2363 North Point Land Surveying PO Box 804 Lakeland, FL 33802 - (863) 648 - 2363	NONE	
PALM BEACH COUNTY INSPECTOR GENERAL ACKNOWLEDGEMENT	YES	YES	
BUSINESS TAX	YES	YES	
BUSINESS LICENSE	YES	YES	
COMMENTS	ADDITIONAL ITEMS: Included in bid documents	ADDITIONAL ITEMS: Included in bid documents	

SCHEDULE OF BID ITEMS
Re-Bid for The Pre-Chlorinated Pipe Bursting of Potable Water Mains
Bid No. 036-2821-16/TP

SCOPE OF WORK:

The Scope of Work for Pre-Chlorinated Pipe Bursting shall include, but is not limited to: 1) Pipe bursting at various Utility locations, 2) Connection to existing water services, 3) Maintenance of Traffic, 4) Site restoration, pavement repairs, resurfacing and striping; and, all labor, materials, and equipment necessary to complete the City's project(s). The work shall include furnishing all labor, materials, equipment, incidentals and appurtenances to complete the scope of work.

Furnish and Install is defined as all work and includes, but is not limited to preparation and restoration required to complete the designated line items.

ITEM	DESCRIPTION OF BID ITEM	UNIT	UNIT COST
Section 1	GENERAL CONDITIONS		
GC-1	Mobilization/Demobilization per project	LS	17,500.00
	M.O.T. per project, City Right-of-Way	LS	2,000.00
	M.O.T. per project, Palm Beach County FDOT Roadway	LS	5,000.00
	Pre and Post Construction Video	LS	1,000.00
Permit	Applicable Permit Allowance (actual cost reimbursement by City)	TBD	TBD
NPDES	NPDES (if applicable) may not exceed 1.5% of the project cost	TBD	TBD
Drawings	Record Drawings (if applicable)	TBD	TBD
Survey	Construction Survey (if applicable actual cost reimbursement by City)	TBD	TBD
I-1	Indemnification/Individual Projects	LS	\$25.00
R-1 SURFACE RESTORATION			
R-1A	Sod	SF	\$0.72
R-1B	6" Concrete	SF	\$12.50
R-1C	3" Asphalt	SF	\$6.50
R-1D	Curb	LF	\$40.00

BF - 3
THIS PAGE TO BE SUBMITTED ALONG WITH PROPOSAL IN ORDER
FOR BID PACKAGE TO BE CONSIDERED AND ACCEPTABLE

ITEM	DESCRIPTION OF BID ITEM	UNIT	COST
PIPE BURSTING FURNISH AND INTALL			
Section 2	Pipe Bursting – Furnish and Install – Per Linear Foot		
2.1	6-inch HDPE DR11 by Pre-Chlorinated pipe bursting	LF	\$ 68.00
2.2	8-inch HDPE DR11 by Pre-Chlorinated pipe bursting	LF	\$ 80.00
2.3	10-inch HDPE DR11 by Pre-Chlorinated pipe bursting	LF	\$ 98.00
2.4	12-inch HDPE DR11 by Pre-Chlorinated pipe bursting	LF	\$ 126.00
Section 3	Valves and Fittings – Furnish and Install		
3.1	4-inch Gate Valve	EA	\$ 1,067.00
3.2	6-inch Gate Valve	EA	\$ 1,176.00
3.3	8-inch Gate Valve	EA	\$ 1,480.00
3.4	10-inch Gate Valve	EA	\$ 1,843.00
3.5	12-inch Gate Valve	EA	\$ 2,793.00
FIRE HYDRANTS WILL BE FURNISHED BY CITY			
3.6	Install Fire Hydrant on 6-inch water main	EA	\$3,000
3.7	Install Fire Hydrant on 8-inch water main	EA	\$3,100
3.8	Tee 6x6x6	EA	\$735.00
3.9	Tee 8x8x6	EA	\$825.00
3.10	Tee 8x8x8	EA	\$850.00
3.11	Tee 10x010x6	EA	\$970.00
3.12	Tee 10x10x8	EA	\$1,000.00
3.13	Tee 10x10x10	EA	\$1,025.00
3.14	Tee 12x12x6	EA	\$1,165.00
3.15	Tee 12x12x8	EA	\$1,200.00
3.16	Tee 12x12x10	EA	\$1,225.00
3.17	Tee 12x12x12	EA	\$1,250.00
Section 4	Customer Connections – Furnish and Install – Single or Double Service		
4.1	SINGLE OR DOUBLE SERVICE		
4.1.1	Up to 1-inch Short Side Water Service Connection	EA	\$806.00
4.1.2	6-inch Water Main	EA	\$637.00
4.1.3	8-inch Water Main	EA	\$655.00
4.1.4	10-inch Water Main	EA	\$891.00
4.1.5	12-inch Water Main	EA	\$922.00
4.2	SINGLE OR DOUBLE SERVICE		
4.2.1	Up to 2-inch Short Side Water Service Connection (in casing)	EA	\$ 800.00
4.2.2	6-inch Water Main	EA	\$850.00
4.2.3	8-inch Water Main	EA	\$900.00
4.2.4	10-inch Water Main	EA	\$950.00
4.2.5	12-inch Water Main	EA	\$1,000.00
4.3	SINGLE OR DOUBLE SERVICE		
4.3.1	Up to 1-inch Long Side Water Service Connection	EA	\$1,176.00
4.3.2	6-inch Water Main	EA	\$1,225.00
4.3.3	8-inch Water Main	EA	\$1,250.00
4.3.4	10-inch Water Main	EA	\$1,372.00
4.3.5	12-inch Water Main	EA	\$1,764.00

BF - 4

THIS PAGE TO BE SUBMITTED ALONG WITH PROPOSAL IN ORDER
FOR BID PACKAGE TO BE CONSIDERED AND ACCEPTABLE

4.4	SINGLE OR DOUBLE SERVICE		
4.4.1	Up to 2-inch Long Side Water Service Connection (in casing)	EA	\$ 1,400.00
4.4.2	6-inch Water Main	EA	\$1,450.00
4.4.3	8-inch Water Main	EA	\$1,600.00
4.4.4	10-inch Water Main	EA	\$1,800.00
4.4.5	12-inch Water Main	EA	\$2,100.00
Section 5	Line Stops – Furnish and Install		
5.1	6-inch Water Main	EA	\$ 6,500.00
5.2	8-inch Water Main	EA	\$ 8,000.00
5.3	10-inch Water Main	EA	\$ 10,000.00
5.4	12-inch Water Main	EA	\$ 15,000.00

END OF SCHEDULE OF BID ITEMS

BF - 5

**THIS PAGE TO BE SUBMITTED ALONG WITH PROPOSAL IN ORDER
FOR BID PACKAGE TO BE CONSIDERED AND ACCEPTABLE**

COST ESTIMATE FOR PIPE BURSTING SCENARIOS

BID No. 036-2821-16/TP

PLEASE PREPARE YOUR COST ESTIMATE PROPOSALS FOR EACH SCENARIO OUTLINED BELOW BY USING THE PRICING SUBMITTED ON YOUR SCHEDULE OF BID ITEMS (Pages BP-4 AND BP-5) AND SUBMIT ON YOUR LETTERHEAD. SEE SUPPLEMENTAL CONDITIONS, SCC – 4.

Scenario #1

Six-inch water main (Asbestos Pipe) that runs a length of 300 linear ft. (from east to west) through the easement of a residential neighborhood at 4-feet deep. This water main loops the system; no residents are connected to it. No fire hydrants are connected. The 6-inch water main is wet tapped off of a 16-inch transmission water main that is in a FDOT roadway and ties into an 8-inch water main 300 linear feet away on to a city roadway. Both 6-inch valves are not leaking and are in good condition. Restore asphalt 100 sq. ft. of FDOT approved asphalt and any sod that needed to be removed. The utility wants the water main to remain its current size.

Scenario #2

Twelve-inch (cast iron) water main that runs 250 linear ft. in utility right-of-way at 6-feet deep. At the distance of 150 linear feet, the 12-inch water main reduces to an 8-inch water main (cast iron). Where the water main reduces from a 12-inch to an 8-inch water main, there is a 12-inch x 8-inch reducer and an 8-inch gate valve. Two (2) fire hydrants, which have two (2) individual valves, are connected to the water main. There are resident service lines that are fed by this water main, 12 long-side service lines and 8 short-side service lines for a total of 20 resident service lines. Restore sod to various areas. The utility wants the water main to keep its size ration of 12-inch reducing down to 8-inch if possible.

Scenario #3 – Revision #1

Four-inch water main that runs in utility right- of- way at a depth of 3-feet and a total length of 800 linear feet. Presently, there are not enough fire hydrants on the street in order to meet fire suppression needs. Utility is asking that three (3), 8-inch x 6-inch tees be installed along the line; position of tees will be specified by the utility, and three (3) 6-inch valves to coincide with each tee for future installation of three (3) fire hydrants. The fire hydrants will be installed by the utility at a later date. There are 13 short-side services and 12 long-side services for a total of 25 resident service lines. The utility wants to upsize the water main from a 4-inch to an 8-inch water main.

BF - 6

THIS PAGE TO BE SUBMITTED ALONG WITH PROPOSAL IN ORDER
FOR BID PACKAGE TO BE CONSIDERED AND ACCEPTABLE



Corporate Headquarters
 OFFICE: 904.764.6887 FAX: 904.379.6193
 ADDRESS: 1876 Everlee Rd, Jacksonville FL 32216
 Feasibility Support Office
 OFFICE: 414.321.2247 FAX: 414.321.2297
 ADDRESS: 1973 S 91st Street Milwaukee WI 53227
 murphypipelines.com swagelining.com

Scenario #1

ITEM	DESCRIPTION	QTY	UNIT \$	TOTAL
General Conditions				
GC-1	Mobilization/Demobilization	1 LS	\$17,500.00	\$17,500.00
GC-1	MOT City R/W	1 LS	\$2,000.00	\$2,000.00
GC-1	MOT County/FDOT	1 LS	\$5,000.00	\$5,000.00
GC-1	Pre & Post Construction Video	1 LS	\$1,000.00	\$1,000.00
Surface Restoration				
R-1A	Sod	2430 SF	\$0.72	\$1,749.60
R-1C	3" Asphalt	100 SF	\$6.50	\$650.00
Pipe Bursting				
2.2	6" HDPE	300 LF	\$68.00	<u>\$20,400.00</u>
Total				\$48,299.60

Scenario #2

ITEM	DESCRIPTION	QTY	UNIT \$	TOTAL
General Conditions				
G-1	Mobilization/Demobilization	1 LS	\$17,500.00	\$17,500.00
G-1	MOT City R/W	1 LS	\$2,000.00	\$2,000.00
G-1	MOT County/FDOT	1 LS	\$5,000.00	\$5,000.00
G-1	Pre and Post Construction Video	1 LS	\$1,000.00	\$1,000.00
Surface Restoration				
R-1A	Sod	8200 SF	\$0.72	\$5,904.00
R-1B	6" Concrete	960 SF	\$12.50	\$12,000.00
R-1C	3" Asphalt	120 SF	\$6.50	\$780.00
Pipe Bursting				
2.2	8" HDPE	100 LF	\$80.00	\$8,000.00
2.4	12" HDPE	150 LF	\$126.00	\$18,900.00
Valves and Fittings				
3.2	6" Gate Valve	2 EA	\$1,176.00	\$2,352.00
3.3	8" Gate valve	1 EA	\$1,480.00	\$1,480.00
3.7	Fire Hyd on 8" Water Main	2 EA	\$3,100.00	\$6,200.00
3.9	8x6 Tee	2 EA	\$825.00	\$1,650.00
Customer Connections				
4.1.1	1" Short Side Water Service	8 EA	\$606.00	\$4,848.00
4.1.3	8" Water Main	4 EA	\$655.00	\$2,620.00
4.1.5	12" Water Main	4 EA	\$922.00	\$3,688.00
4.3.1	1" Long Side Water Service	12 EA	\$1,176.00	\$14,112.00
4.3.3	8" Water Main	6 EA	\$1,250.00	\$7,500.00
4.3.5	12" Water Main	6 EA	\$1,764.00	\$10,584.00
Linestops				
5.2	8" Water Main	1 EA	\$8,000.00	\$8,000.00
5.4	12" Water Main	1 EA	\$15,000.00	<u>\$15,000.00</u>
Total				\$149,118.00

Scenario #3

ITEM	DESCRIPTION	QTY	UNIT \$	TOTAL
General Conditions				
G-1	Mobilization/Demobilization	1 LS	\$17,500.00	\$17,500.00
G-1	MOT City R/W	1 LS	\$2,000.00	\$2,000.00
G-1	MOT County/FDOT	1 LS	\$5,000.00	\$5,000.00
G-1	Pre and Post Construction Video	1 LS	\$1,000.00	\$1,000.00
Surface Restoration				
R-1A	Sod	11900 SF	\$0.72	\$8,568.00
R-1B	6" Concrete	1560 SF	\$12.50	\$19,500.00
R-1C	3" Asphalt	350 SF	\$6.50	\$2,275.00
R-1D	Curb	40 LF	\$40.00	\$1,600.00
Pipe Bursting				
2.2	8" HDPE	800 LF	\$80.00	\$64,000.00
Valves and Fittings				
3.2	6" Gate Valve	1 EA	\$1,176.00	\$1,176.00
3.3	8" Gate Valve	3 EA	\$1,480.00	\$4,440.00
3.7	Fire Hyd on 8" Water Main	1 EA	\$3,100.00	\$3,100.00
3.9	8x6 Tee	3 EA	\$825.00	\$2,475.00
Customer Connections				
4.1.1	1" Short Side Water Service	13 EA	\$606.00	\$7,878.00
4.1.3	8" Water Main	13 EA	\$655.00	\$8,515.00
4.3.1	1" Long Side Water Service	12 EA	\$1,176.00	\$14,112.00
4.3.3	8" Water Main	12 EA	\$1,250.00	\$15,000.00
Linestops				
5.2	8" Water Main	1 EA	\$8,000.00	<u>\$8,000.00</u>
Total				\$186,139.00

BIDDER agrees that the WORK will be substantially completed within TBD calendar days after the receipt of the Notice to Proceed and final completion will occur within 30 calendar days after the Notice of Substantial Completion.

BIDDER accepts the provisions of the Contract as to liquidated damages in the event of failure to complete the WORK on time.

Communications concerning this Bid shall be as follows:

Contact Person ANDY MAYER
Business Address 1876 EVERLEE RD
City, State, Zip Code JACKSONVILLE, FL 32216
Business Phone Number 904-764-6887
Email Address ANDYM@MURPHYPIPELINES.COM
Cell Phone Number 904-635-2214

Other pertinent information is as follows:

License Number
(Please Attach Copy) CUC1223787

Federal Tax ID# 59-3688714

Federal Employment ID # _____

Submitted on this 18 day of APRIL, 2016.

(If an individual, partnership, or non-incorporated organization)

Signature of BIDDER _____

By _____

(If a corporation)

(Affix Seal)

Signature of BIDDER  _____

By ANDREW MAYER

Attested by Secretary  _____

Incorporated under the laws of the State of FLORIDA

BID PRICES WITHOUT THE MANUAL SIGNATURE OF AN AUTHORIZED AGENT OF THE BIDDER
SHALL BE REJECTED AS NON-RESPONSIVE, NON-CONFORMING AND INELIGIBLE FOR AWARD.

[Remainder of this page left blank intentionally]

BF - 7

THIS PAGE TO BE SUBMITTED ALONG WITH PROPOSAL IN ORDER
FOR BID PACKAGE TO BE CONSIDERED AND ACCEPTABLE



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/4/2019

REQUESTED ACTION BY COMMISSION:

Approve request for Conditional Use and Major Site Plan Modification (COUS 19-001 / MSPM 19-006) for 7-Eleven, Inc., to allow redevelopment for a new 2,540 sq. ft. convenience store, a 3,096 sq. ft. gas station canopy composed of six (6) pump stations, and related site amenities and improvements, on a 0.84 acre parcel located at 4798 N. Congress Avenue, in the C-3 (Community Commercial) zoning district. Applicant: Grant Distel, 7-Eleven, Inc. - **June 18, 2019**

EXPLANATION OF REQUEST:

The 0.84-acre subject property consists of a parcel that is currently developed with two, single-story buildings. The principal building is presently occupied by a Mobil convenience store with gas station canopy and a detached accessory car wash building.

The applicant has submitted Conditional Use and Major Site Plan Modification applications to redevelop the property with a 2,540 square foot 7-Eleven convenience store and gas station. The existing car wash building located on the south side of the property will be demolished to accommodate a 24-foot wide two-way drive isle and a 12 foot wide loading zone.

The gas station use requires conditional use approval, which is being processed concurrently with the request for Major Site Plan Modification.

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

FISCAL IMPACT: N/A

ALTERNATIVES: Not allow redevelopment of an existing gas station and convenience store (not recommended).

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION: N/A

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION: N/A

Is this a grant?

Grant Amount:



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/4/2019

REQUESTED ACTION BY COMMISSION: Approve amendments to the Land Development Regulations, Chapter 4, *Site Development Standards*, Article I, *Environmental Protection Standards*, Section 4, *Standards*, to create regulations requiring proper application of fertilizer to protect water bodies, and amendments to Chapter 1, Article II, *Definitions*, to add corresponding definitions. Applicant: City-initiated. -
June 18, 2019

EXPLANATION OF REQUEST:

The Florida Department of Environmental Protection (FDEP) requires that all National Pollution Discharge Elimination System (NPDES) permittees operating municipal stormwater systems adopt a local ordinance that regulates how and when fertilizer can be applied to all properties (i.e. residential, commercial, institutional, and recreational), utilizing best management practices, and requiring commercial/institutional fertilizer applicators to complete a mandatory training program. The purpose of these regulations is to improve and protect the quality of our water bodies through the reduction of algae bloom and accelerated growth of aquatic weeds caused by the introduction of phosphorous and nitrogen, resulting from improper fertilizer application.

The attached ordinance is based upon a model that was provided by FDEP and that has already been adopted by several municipalities in Palm Beach County. FDEP has reviewed the attached draft prepared by staff and approved it as to form and sufficiency. Adoption of the ordinance will satisfy the NPDES permit condition initiated by FDEP.

The suggested amendments can be best described below:

1. Prohibition of fertilizing when a) the ground is saturated, b) a Flood Watch or Warning, a Tropical Storm Watch or Warning, or a Hurricane Watch or Warning is in effect, or c) heavy rain (2 inches or more within a 24 hour period) is likely;
2. Creation of "Fertilizer Free Zones", which limits the application of fertilizer within ten (10) feet of any water body, or three (3) feet if a deflector shield or drop spreader is utilized; and
3. Requires proof of licensing of Commercial Applicators by the Florida Department of Agriculture and Consumer Services prior to receiving Business Tax approval to operate within the City.

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

FISCAL IMPACT: N/A

ALTERNATIVES: None recommended.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION: N/A

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION: N/A

Is this a grant?

Grant Amount:



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/4/2019

REQUESTED ACTION BY COMMISSION:

Approve proposed code language implementing CRA Plan-Group 4 (CDRV 19-003) - Amending the LAND DEVELOPMENT REGULATIONS: (1) Chapter 1. General Administration, Article II. Definitions, Article III. Relationship to Comprehensive Plan, and Article IV. Redevelopment Plans; and (3) Chapter 3. Zoning, Article III. Zoning Districts and Overlay Zones, to continue implementation of revisions related to modification of the future land use categories and to other recommendations of the Community Redevelopment Plan, including creation of the Cultural District and Boynton Beach Boulevard Overlays. Applicant: City-initiated. - **June 18, 2019**

EXPLANATION OF REQUEST:

The Boynton Beach CRA Community Redevelopment Plan was adopted on October 4th, 2016. The Plan recommended significant changes to the structure of the future land use (FLU) classifications, defined 6 (six) new CRA districts and introduced district-specific design standards. The City's Comprehensive Plan was amended accordingly, and staff embarked on comprehensive revisions to the Land Development Regulations (LDRs).

The subject LDR amendments follow the first set of revisions (adopted in 2017); the modifications would affect Chapters 1, 3 and 4. The most significant changes are proposed for Chapter 3. Zoning, which contains zoning definitions and related building and site regulations (Article III. Zoning District and Overlay Zones). Amendments to Chapter 3 include the addition of two new overlays: the Cultural District Overlay (CDO would replace the existing Ocean Avenue Overlay District), and the Boynton Beach Boulevard Overlay (BBBO). Also proposed are changes to the existing Martin Luther King Jr. Boulevard and the Urban Commercial District overlays, reflecting the design standards of the Heart of Boynton and the Federal Highway Corridor Districts established by the CRA Plan. The remaining revisions to Chapter 3 would correct outstanding inconsistencies in its narrative and tables containing zoning district-specific building and site regulations.

Two new definitions are proposed, for *Usable Open Space* and *Active/Commercial Uses on Ground Floor*. Both would provide more clarity to requirements supporting the CRA Plan's goal of creating an urban, pedestrian-friendly environment.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? No impact on programs or services

FISCAL IMPACT: No fiscal impact

ALTERNATIVES:

No alternatives recommended

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION: N/A

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION: N/A

Is this a grant?

Grant Amount:



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/4/2019

REQUESTED ACTION BY COMMISSION: Commission wants to discuss public safety as it relates to the Town Square Redevelopment - **June 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: 6/4/2019

REQUESTED ACTION BY COMMISSION: Senator Lori Berman and Representative Joe Casello to give a post-legislation update - **June 18, 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: 6/4/2019

REQUESTED ACTION BY COMMISSION: Update by 2020 US Census Marketing efforts by Laura Landsburgh, Marketing Manager - **June 18, 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: 6/4/2019

REQUESTED ACTION BY COMMISSION:

Department to give brief presentation of their operations

Development - **July 2019**

Library - **September 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: 6/4/2019

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 - **July 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: 6/4/2019

REQUESTED ACTION BY COMMISSION:

Budget Workshops for 2019/20 proposed budget:

Budget Workshops at Intracoastal Park Clubhouse;

Monday, July 15, 2019 @ 5:00 P.M.

Tuesday, July 16, 2019 @ 10:00 A.M.

Wednesday, July 17, 2019 @ 2:00 P.M.

EXPLANATION OF REQUEST:

Our FY 2019/2020 Budget process is underway. Proposed Budget Workshops are scheduled to be held July 15-17, 2019 at the Intracoastal Park Clubhouse. Typically the Commission staggers the starting times to accommodate the public's attendance at these workshops.

The Commission adopts a Preliminary Fire Assessment Resolution and a Tentative Millage Rate Resolution at these workshops.

Based on past Workshops times, staff is recommending the following times:

Monday, July 15, 2019: 5:00 p.m.

Tuesday, July 16, 2019: 10:00 a.m.

Wednesday, July 17, 2019: 2:00 p.m.

As a reminder, Tuesday, July 16, 2019 there will also be a regular City Commission meeting at 6:30 pm.

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: 6/4/2019

REQUESTED ACTION BY COMMISSION: Dorothy Jacks, PBC Property Appraiser to address the Commission - **August 6, 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: 6/4/2019

REQUESTED ACTION BY COMMISSION: Staff to present updated Social Media Policy - **August 20, 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: 6/4/2019

REQUESTED ACTION BY COMMISSION:

The Mayor has requested a discussion of possible changes to Seacrest Corridor zoning and land use including expedited permitting - **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:
