The City of

Boynton Beach

City Commission Agenda

Thursday, November 5, 2026, 6:00 PM

City Hall Commission Chambers
100 E. Ocean Avenue

Boynton Beach City Commission

Rebecca Shelton, Mayor (At Large)
Thomas Turkin, Vice Mayor (District III)
Angela Cruz, Commissioner (District I)
Mack McCray, Commissioner (District II)
Aimee Kelley, Commissioner (District IV)

Daniel Dugger, City Manager
Shawna Lamb, City Attorney
Tammy Stanzione, 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, and presentations. - 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 disrupts 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 cellular phones in the City Commission Chambers while the City Commission Meeting is in session.

The City of Boynton Beach encourages interested parties to attend and participate in public meetings either in-person or via communications media technology online. To view and/or participate in the City Commission meeting online you have the following options:

1. **Watch the meeting online, but not participate:**

   https://www.boynton-beach.org/748/Watch-City-Commission-Meetings

2. **Watch the meeting online and provide public comment during the meeting:**

   YouTube channel (https://www.youtube.com/@cityofboynton).

   Please click onto the description / more tab under the video player to see:

   *The Agenda link

   *Live-To-Air Public Comment link

   *Instructions on how to make a comment link

   *Tech Support hotline number

If you are following the agenda and want to speak specifically during the agenda item labeled “Public comments”, you are permitted to start the connectivity process during the item that precedes public comments to ensure that all contributors are in que, screened and ready when that segment of the agenda is presented, or please wait until your topic of concern is being discussed before requesting to join the meeting for public comment.

Please note that time limits will be enforced so comments must be limited to no more than 3 minutes.

*Presenters, Consultants, and Subject Matter Experts (SME) may join at any time with prior approval.

For additional information or for special assistance prior to the meeting, please contact the City Clerk's Office at cityclerk@bbfl.us or (561) 742-6060.

1. **Openings**

   A. Call to Order - Mayor Rebecca Shelton
   Roll Call.

   Invocation by Commissioner McCray.

   Pledge of Allegiance to the Flag, led by Commissioner Kelley.

   Agenda Approval:
   1. Additions, Deletions, Corrections
   2. Adoption

2. **Other - Informational Items by members of the City Commission.**

3. **Announcements, Community and Special Events And Presentations**

   A. The City of Boynton Beach Economic Development Division has been awarded two 2026 Excellence in Economic Development Awards from the International Economic Development Council, presented during its centennial annual conference in New Orleans.
   The Economic Development Division earned a **Silver Award** for the *Guide to Starting & Scaling Your Business in Boynton Beach* and a **Bronze Award** for the promotional video *Discover Boynton Beach, Florida*.

   These international honors recognize our work to support entrepreneurs and showcase Boynton Beach as a destination for business and investment.

   Copies of the award-winning guide are available at the back of the Commission Chambers, and everyone is invited to watch the award-winning video through the City's Economic Development channels @bbecodev.

   B. Proposed Resolution No. R26-209- Approving the honorary co-designation of SE 1st Avenue, from Seacrest Boulevard to SE 1st Street, as "Jerry Taylor Avenue" in honor of former five-term Mayor Jerry Taylor for his dedicated public service and contributions to the community.
   Staff recommends approval of Proposed Resolution No. R26-209.

   C. Proclamation - Veterans Day
   The proclamation will be read by Vice Mayor Turkin and presented to Ronald Redondo-Hernandez, Police Officer, Boynton Beach Police Department.

   D. Proclamation- Family Caregivers Month
   Mayor Shelton to present the proclamation naming November as Family Caregivers Month to Ricky Petty, the Project Director for Healthier Boynton Beach.

4. **Public Audience**

   Public Audience: Any citizen may be heard concerning any matter within the scope of the jurisdiction of the Commission. 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. Community Support Funds
Approve Community Support Fund requests for:

Commissioner Cruz

- Alzheimer's Association $500
- Friends of the Boynton Beach Library $750

B. Advisory Board Appointments.
City Commission shall appoint and reappoint eligible members of the community to serve in vacant positions on City Advisory Boards.

- Commissioner Kelley tabled the Education and Youth Advisory Board appointment at the October 20, 2026, Commission Meeting.

6. **Consent Agenda**

A. Proposed Resolution No. R26-198- Approving the Second and Restated Interlocal Agreement with Palm Beach County for P25 Public Safety Radio System and Digital Microwave Communication System. The agreement established the parties' operational and fiscal responsibilities associated with the City's use of the County's microwave system to transport signals.
Staff recommends approval of the proposed Resolution No. R26-198.

B. Proposed Resolution No. R26-199- Ratifying the submission of the Florida Department of Transportation's Fiscal Year 2027 Highway Traffic Safety Concept Paper for the Impaired Driving Initiative, submitted on February 26, 2026, authorizing the City to accept the $35,000 federal grant, and authorizing the Mayor and Police Chief to execute all future documents associated with the grant, subject to review by the City Attorney's office.Â The grant is allocated to support traffic enforcement overtime focused on high-crash and high-risk areas within the city.

Staff recommends approval of Proposed Resolution No. R26-199.

C. Proposed Resolution No. R26-200- Ratify the submission of the Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants, Identity Theft and Fraud Grant application in the amount of $9,998.10, if awarded, authorize the City to accept the Grant, and authorize the Mayor and Police Chief to execute all future documents associated with the grant, subject to review by the City Attorney's Office. The grant would be used to support the Department's continued efforts to combat identity theft and fraud-related crimes, with a specific focus on protecting elderly residents who are often the most vulnerable to these offenses.

Staff recommends approval of Proposed Resolution No. R26-200.

D. Proposed Resolution No. R26-201- Authorize the City to apply for the FY 2026 Edward Byrne Memorial Justice Assistance Grant (JAG) in the amount of $20,709 if awarded, authorize the City to accept the Grant, and authorize the Mayor and Police Chief to execute all documents associated with the grant, subject to review by the City Attorney's office. The deadline to apply for the grant is November 6, 2026. The grant will fund officers overtime for additional patrols at shopping centers and commercial areas throughout the City to deter retail theft, vehicle and business burglaries, and robberies during the holiday season.
Staff recommends approval of Proposed Resolution No. R26-201.

E. Proposed Resolution No. R26-202- Approving an Interlocal Agreement between the City of Boynton Beach and the City of Delray Beach for the Holiday Boat Parade to memorialize in writing their respective roles, responsibilities, and financial contributions with respect to the Event.
Staff recommends approval of the proposed Resolution No. R26-202.

F. Consideration of the Revision to "Exhibit A" to the Interlocal Agreement between the Boynton Beach CRA and the City of Boynton Beach for Funding Construction and Professional Services.
Approve the Revision to "Exhibit A"

7. **Consent Bids and Purchases**

A. Proposed Resolution No. R26-203- Approving a Piggyback Agreement with Tanner Industries, Inc., Pursuant to the Piggyback Exemption Under the City of Boynton Beach Purchasing Policy Manual, Section IX(8), Piggybacking Martin County Contract No. RFB2023-352 that authorizes the Purchase and Delivery of Bulk Anhydrous Ammonia for the City's East and West Water Treatment Plants; in an Annual Amount Not to Exceed $60,000.00, with one remaining one-year renewal option, and authorize the Mayor to execute the Agreement and related ordering documents.
Staff recommends approval of resolution number R26-203.

B. Proposed Resolution No. R26-204- Approving a Piggyback Agreement with Rehrig Pacific Company for plastic refuse and recycling containers with related technology solutions, for a term commencing upon full execution through April 4, 2029, in an annual amount not to exceed $192,000.00; providing an effective date; and for all other purposes.
Staff recommends approval of Proposed Resolution No. R2X-204.

C. Proposed Resolution No. R26-205- Approving the Axon Enterprise, Inc. Amendment No. 6, in the amount of $84,456.00, as Sole-Source for Axon Evidence.com Unlimited Body-Worn Camera Transcription Services for 138 Axon Auto-Transcribe Unlimited licenses for a 24-month term beginning February 1, 2027, and ending February 1, 2029, and authorizing the use of awarded grant funds for this purpose.
Staff recommends approval of the proposed Resolution No. R26-205.

D. Proposed Resolution No. R26-206- A Resolution of the City Commission of the City of Boynton Beach, Florida, approving the award of Request for Proposals No. 26-043R and an agreement with East Coast Industries Corp. for landscape services for rights of way landscape maintenance, for an initial term of two (2) years commencing December 1, 2026, through November 30, 2028, with three (3) optional one-year

renewal terms, in an annual amount of $609,322.80 plus an annual contingency of $91,398.42, for an annual amount not to exceed $700,721.22; providing an effective date; and for all other purposes.
Staff recommends approval of Resolution No. R26-206.

E. Proposed Resolution No. R26-207- Approve the annual expenditure and authorize the third renewal with East Coast Mulch Corp. (PW24-016) for mulch products, piggybacking City of Pompano Beach ITB E-28-23 (SEFL NIGP Governmental Purchasing Cooperative), for September 26, 2026 through September 25, 2027, with an annual expenditure not to exceed $180,000.

Staff Recommends Approval of Proposed Resolution No. R26-207.

F. Proposed Resolution No. R26-208- Rejecting all bids received for Invitation to Bid No. 26-039B - Pence Park Redevelopment Project, as in the best interest of the City, and authorizing re-procurement of the project by Request for Proposals evaluated on price and other factors.
Staff recommends the approval of Proposed Resolution No. R26-208.

8. **Public Hearing**

6 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. Proposed Ordinance No. 26-029- Second Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, Amending Code of Ordinances Part III, Land Development Regulations, Chapter 1, "General Administration." Article II, "Definitions," to Add and Amend Definitions Related to Manufactured Buildings, Manufactured Homes, Mobile Homes, Mobile/Manufactured Home Parks, and Offsite-Constructed Residential Dwellings; Amending Chapter 2 "Land Development Process," Article III "Engineering Services," Section 2 "Subdivision and Platting"; Amending Chapter 3 "Zoning," Article II "General Provisions," Section 8 "Temporary Buildings and Collection Sites," Article III "Zoning Districts and Overlay Zones," Section 2 "Residential Districts," to Update the R-3 Multi-Family Residential District and the MHPD Mobile Home Planned Development District; Article IV "Use Regulations," Section 3 "Use Regulations," D. "Use Matrix" to Rename "Manufactured Home" as "Manufactured Home/Mobile Home" as a Specific Use; and E. "Use Footnotes" to Include a New Footnote 38 Applicable to Single-Family Residential (Detached) Dwellings and Manufactured Homes/Mobile Homes; Providing for Codification; Providing for Severability; Providing for Conflicts; and Providing for an Effective Date.
Approval of the proposed Ordinance No. 26-029 on Second Reading.

B. Proposed Ordinance No. 26-030- Second Reading, An Ordinance of The City Commission of the City of Boynton Beach, Florida Amending Chapter 2 "Administration," Article IV "Purchasing and Consultants," of the City's Code of Ordinances By Creating a New Section 2-62 "Veteran Business Enterprise Preference," to Establish a Procurement Preference for Certified Veteran Business Enterprises; Providing for Codification; Providing for Severability; Providing for

Conflicts; and Providing for an Effective Date.
Staff recommends approval of Proposed Ordinance 26-030 at second reading.

9. **City Manager's Report**

   A. Amendment 3 Update
   Hear Amendment 3 Update

10. **Regular Agenda**

   A. Consideration of a Establishment of the Land Development Regulations (LDR) Task Force.
   Provide by Motion or Consensus, direction to staff to prepare a resolution establishing the LDR Task Force.

11. **Future Agenda Items**

   A. Discussion of proposed changes to the parking ordinance **- December 15, 2026**
   Requested by City Commission consensus

   B. Discussion on Noise Ordinance for Airbnbs. - **TBD**
   Discussion request by Mayor Shelton.

   C. Discussion on how to reduce permitting costs for senior citizens. - **Pending date from City Commission to discuss.**
   Requested by Vice Mayor Turkin.

12. **Adjournment**

Notice

If a person decides to appeal to 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 proceedings 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

Meeting Date: 11/ 5/2026

The City of Boynton Beach Economic Development Division has been awarded two 2026 Excellence in Economic Development Awards from the International Economic Development Council, presented during its centennial annual conference in New Orleans.

Requested Action: The Economic Development Division earned a **Silver Award** for the *Guide to Starting & Scaling Your Business in Boynton Beach* and a **Bronze Award** for the promotional video *Discover Boynton Beach, Florida*.

These international honors recognize our work to support entrepreneurs and showcase Boynton Beach as a destination for business and investment.

Copies of the award-winning guide are available at the back of the Commission Chambers, and everyone is invited to watch the award-winning video through the City's Economic Development channels @bbecodev.

Explanation of Request:
The City of Boynton Beach has brought home two 2026 Excellence in Economic Development Awards from the International Economic Development Council, presented during its centennial annual conference in New Orleans.

We also remind entrepreneurs that the Economic Development Division offers free business mentorship. Whether exploring an idea, starting a business, or scaling an existing one, our team is available to help navigate next steps.

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 11/ 5/2026

Proposed Resolution No. R26-209- Approving the honorary co-designation of SE 1st Avenue, from Seacrest Boulevard to SE 1st Street, as "Jerry Taylor Avenue" in honor of former five-term Mayor Jerry Taylor for his dedicated public service and contributions to the community.

Requested Action: Staff recommends approval of Proposed Resolution No. R26-209.

Explanation of Request:

Mayor Rebecca Shelton initiated a request through the City Manager, pursuant to Section 2-22(e)(1)(a) of the City Code, to honorarily co-designate SE 1st Avenue, from Seacrest Boulevard to SE 1st Street, as "Jerry Taylor Avenue."

Jerry Taylor served five terms as Mayor of the City of Boynton Beach (1995–1999, 2003–2010, and March 2013–March 2016) and served on the Community Redevelopment Agency Board in 2010. The affected segment of SE 1st Avenue lies in the heart of downtown, adjacent to City Hall and the library.

As required by Section 2-22(e)(1)(b), City staff reviewed the proposal for adherence to the stated criteria and authenticated the statements regarding Mayor Taylor's service. The Advisory Committee for Facility Naming held a public input session on October 20, 2026, received overwhelming support, and unanimously recommends approval. The Committee found that the proposal meets the following criteria of Section 2-22(d):

- It honors a person of historical significance to the Boynton Beach community (Sec. 2-22(d)(2)c.);
- It recognizes an individual particularly identified with the area (Sec. 2-22(d)(2)d.); and
- It reflects the civic values and record of service emphasized in Sec. 2-22(d)(1).

This is an honorary co-designation only. SE 1st Avenue will remain the official street name, and no property addresses will change. Public Works has verified that the co-designation complies with City roadway signage standards, that the segment is under City jurisdiction, and that the name is not similar to any existing City facility (Sec. 2-22(d)(5)). Members of the Taylor family have endorsed the proposal.

How will this affect city programs or services? Public Works will install honorary "Jerry

Taylor Avenue" signs beneath the existing SE 1st Avenue street signs at the Seacrest Boulevard and SE 1st Street intersections. Because the official street name is unchanged, no changes are required for property addresses, emergency services

Budgeted Item: Yes

Account Line Item and Description: Funds are available in the Public Works Beautification and Streets Division budget.

Procurement Methodology Bids and Purchases Only: N/A

Fiscal Impact: Minimal fiscal impact is anticipated. Costs will be limited to:

1. Production and installation of new street signage.
2. Administrative updates to city records and maps.
3. Possible ceremonial costs for a dedication event.

Attachments:
R26-209 Agenda_Item_5153-2026_Resolution_for_honorary_co-designation.docx
Jerry Taylor Avenue Naming Memo - AB.pdf
Jerry Taylor Ave Street Sample.png

RESOLUTION NO. R26-209

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE HONORARY CO-DESIGNATION OF SE 1ST AVENUE, FROM SEACREST BOULEVARD TO SE 1ST STREET, AS "JERRY TAYLOR AVENUE" IN HONOR OF FORMER FIVE-TERM MAYOR JERRY TAYLOR FOR HIS DEDICATED PUBLIC SERVICE AND CONTRIBUTIONS TO THE COMMUNITY; AND FOR ALL OTHER PURPOSES.

WHEREAS, Jerry Taylor dedicated years of his life to the residents of the City of Boynton Beach, serving five terms as Mayor during the periods of 1995 to 1999, 2003 to 2010, and March 2013 to March 2016, and also serving on the Community Redevelopment Agency Board in 2010; and

WHEREAS, during his years of service, Mayor Taylor helped carry the City forward, guided by the needs of the families, seniors, young parents, and children who depend on their City to listen and to show up for them; and

WHEREAS, SE 1st Avenue, from Seacrest Boulevard to SE 1st Street, lies in the heart of downtown Boynton Beach, adjacent to City Hall and the library, where generations of residents gather, learn, connect, and take part in the life of the community; and

WHEREAS, Mayor Rebecca Shelton initiated a request through the City Manager, pursuant to Section 2-22(e)(1)(a) of the City Code, to honorarily co-designate SE 1st Avenue, from Seacrest Boulevard to SE 1st Street, as "Jerry Taylor Avenue"; and

WHEREAS, in accordance with Section 2-22 of the City Code regarding the Policy for Naming City Facilities, this request meets multiple criteria for consideration:

- It honors a person of historical significance to the Boynton Beach community;
- It recognizes an individual particularly identified with the area; and
- It reflects the civic values and record of service to the Boynton Beach community; and

WHEREAS, City staff reviewed the proposal for adherence to the stated criteria and authenticated the statements regarding Mayor Taylor's service, as required by Section 2-22(e)(1)(b) of the City Code; and

WHEREAS, the Advisory Committee for Facility Naming reviewed the proposal, received

public input at a public input session held on October 20, 2026, and unanimously recommends approval of the honorary co-designation; and

WHEREAS, SE 1st Avenue will remain the official street name, no property addresses will change, and honorary "Jerry Taylor Avenue" signs will be installed beneath the existing SE 1st Avenue street signs at the Seacrest Boulevard and SE 1st Street intersections, consistent with City standards; and

WHEREAS, the City Commission, upon the recommendation of staff and the Advisory Committee for Facility Naming, has deemed it in the best interests of the City's citizens and residents to approve the honorary co-designation of SE 1st Avenue, from Seacrest Boulevard to SE 1st Street, as "Jerry Taylor Avenue" in honor of former five-term Mayor Jerry Taylor for his dedicated public service and contributions to the community.

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, does hereby approve the honorary co-designation of SE 1st Avenue, from Seacrest Boulevard to SE 1st Street, as "Jerry Taylor Avenue" in honor of former five-term Mayor Jerry Taylor for his dedicated public service and contributions to the community. SE 1st Avenue shall remain the official legal name of the street.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the City Manager or designee to install honorary signage and take such other actions as may be necessary to implement this Resolution, and authorizes the Mayor to execute any ancillary documents as may be necessary to accomplish the purpose of this Resolution.

SECTION 4. This Resolution shall take effect in accordance with the law.

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R26-209

PASSED AND ADOPTED this _____ day of _____ 2026.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice-Mayor – Thomas Turkin	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Tammy Stanzione, CMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

The City of Boynton Beach

Recreation & Parks Department
100 E. Ocean Ave.
P.O. Box 310
Boynton Beach, Florida 33425-0310
www.boynton-beach.org

TO:	Daniel Dugger, City Manager
FROM:	Advisory Committee for Facility Naming
DATE:	November 6, 2026
RE:	Recommendation to Co-Designate SE 1st Avenue as "Jerry Taylor Avenue"

The Advisory Committee for Facility Naming, as established under Section 2-22 of the City Code, has completed its review of the proposal, initiated by Mayor Rebecca Shelton through the City Manager pursuant to Section 2-22(e)(1)(a), to honorarily co-designate SE 1st Avenue, from Seacrest Boulevard to SE 1st Street, as "Jerry Taylor Avenue" in honor of former five-term Mayor Jerry Taylor.

COMMITTEE RECOMMENDATION

After thorough review and consideration of public input, the Advisory Committee unanimously recommends approval of the honorary co-designation of SE 1st Avenue, from Seacrest Boulevard to SE 1st Street, as "Jerry Taylor Avenue." SE 1st Avenue will remain the official street name, and no property addresses will change.

FINDINGS

The Committee's recommendation is based on the following findings:

1. **Criteria Satisfaction**: The proposal meets multiple criteria established in Section 2-22(d) of the City Code:
    - It honors a person of historical significance to the Boynton Beach community (Sec. 2-22(d)(2)c.)
    - It recognizes an individual particularly identified with the area (Sec. 2-22(d)(2)d.)
    - It reflects the civic values and record of service to the Boynton Beach community emphasized in Sec. 2-22(d)(1)
2. **Distinguished Service**: Mayor Taylor's record of public service includes:
    - Five terms as Mayor of the City of Boynton Beach

- Five terms as Mayor of the City of Boynton Beach – First Term 1995–1999, Second Term 2003–2010, Third Term March 2013–March 2016
- Served on the Community Redevelopment Board – 2010

3. **Community Connection**: Mayor Jerry Taylor dedicated years of his life to the people of Boynton Beach, serving five terms as mayor. Behind every decision made at City Hall were real families: neighbors, seniors, young parents, and children who depend on their city to listen and to show up for them. City Hall has always been more than a building. It is where residents come to be heard, to find help, and to take part in the life of the community. Today, alongside the library, it stands as the heart of downtown, a place where generations of families gather, learn, and connect. Mayor Taylor's years of service helped carry the city forward, and the residents who walk through these doors every day are part of the legacy of leaders who put the community first.
4. **Public Support**: During our public input session held on October 20, 2026, the Committee received overwhelming support for this naming proposal:
   - Community members spoke in favor of the proposal.
   - Advisory Board members spoke in support at the Advisory Committee meeting.
   - Property owners and businesses along the affected segment will be notified on November 9, 2026, upon approval
   - Members of the Taylor family endorsed the proposal
5. **Staff Review**: As required by Section 2-22(e)(1)(b), City staff reviewed the proposal for adherence to the stated criteria and authenticated the statements regarding Mayor Taylor's service.
6. **Compliance with City Standards**: The proposed co-designation complies with the City's roadway signage standards, as verified by the Department of Public Works. Staff confirmed that SE 1st Avenue within the affected segment is under City jurisdiction and that the name is not like any existing City facility, consistent with Section 2-22(d)(5).

IMPLEMENTATION CONSIDERATIONS

The Committee recommends the following implementation steps:

1. **Signage Design**: Work with the Public Works Department to install honorary "Jerry Taylor Avenue" signs beneath the existing SE 1st Avenue street signs at the Seacrest Boulevard and SE 1st Street intersections, consistent with City standards.
2. **No Address Changes**: Because SE 1st Avenue remains the official street name, no changes are required for property addresses, emergency services dispatch or the U.S. Postal Service. Staff will notify property owners along the segment for informational purposes and may add the honorary name to City GIS for wayfinding.
3. **Dedication Ceremony**: Plan a formal dedication ceremony with Mayor Taylor and his family to maximize community engagement.
4. **Commemorative Marker**: Consider a plaque or marker at City Hall summarizing Mayor Taylor's service to the City.

The Committee believes this co-designation will serve as a lasting tribute to Mayor Taylor's dedicated leadership and as a reminder to future generations of the value of public service to the Boynton Beach community.

Respectfully submitted,

Angel Buchannon
Chair, Advisory Committee for Facility Naming

Committee Members:

Kevin Ramsey
Craig Clark
David Katz
Luiza Pessoa
Michael Keleher
Saleica Brown


SE 1st Ave
Jerry Taylor Avenue
STOP

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 11/ 5/2026

Proclamation - Veterans Day

Requested Action: The proclamation will be read by Vice Mayor Turkin and presented to Ronald Redondo-Hernandez, Police Officer, Boynton Beach Police Department.

Attachments:
National_Veterans_and_Military_Families_Month VM and Mayor.docx

City of Boynton Beach

Proclamation

WHEREAS, the United States has always stood as a beacon of opportunity, freedom, and promise; and

WHEREAS, each November, the Military community celebrates America's Veterans and Military Families in an effort to convey respect for their service and sacrifice; and

WHEREAS, our nation's communities must engage in ways to serve those who serve; and

WHEREAS, as we approach this season of Thanksgiving, we send our gratitude to the spouses, partners, children, caregivers, and survivors of our Service Members and Veterans for their selfless sacrifice on behalf of the Nation; and

WHEREAS, Presidents and others have called upon Americans to "…honor Military families through private actions and public service for tremendous contributions they make in support of our nation;" and

WHEREAS, the City of Boynton Beach would like to recognize all City residents and employees that are Veterans; and

NOW THEREFORE, I, Thomas Turkin, Vice Mayor and Rebecca Shelton, Mayor of the City of Boynton Beach, Florida, do hereby proclaim the month of November 2026, as:

National Veterans and Military Families Appreciation Month

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the City of Boynton Beach, Florida, to be affixed at Boynton Beach, Florida, the 5th day of November, Two Thousand Twenty-Six.

_____
Rebecca Shelton, Mayor

_____
Thomas Turkin, Vice Mayor

`

ATTEST:

_____
Tammy Stanzione, CMC City Clerk

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 11/ 5/2026

Proclamation- Family Caregivers Month

Requested Action: Mayor Shelton to present the proclamation naming November as Family Caregivers Month to Ricky Petty, the Project Director for Healthier Boynton Beach.

How will this affect city programs or services? NA

Account Line Item and Description: NA

Fiscal Impact: There is no fiscal impact to the budget for this item.

Attachments:
National_Family_Caregivers_Month.docx

City of Boynton Beach

Proclamation

WHEREAS, November is observed as National Family Caregivers Month—a time to honor the vital contributions of family caregivers who provide essential care and support to loved ones managing chronic conditions, disabilities, or the challenges of aging; and

WHEREAS, more than 43 million adult family caregivers and over 1.3 million youth caregivers across the United States form the unacknowledged backbone of our long-term care system, providing daily assistance with health and personal needs that enables loved ones to remain at home and in their communities; and

WHEREAS, family caregivers are the cornerstone of compassionate care—offering physical, emotional, and often financial support, frequently at great personal sacrifice—so that those in their care may maintain dignity, independence, health, and well-being; and

WHEREAS, Healthier Boynton Beach, a community-driven health initiative dedicated to improving the lives of Boynton Beach residents, stands with family caregivers by raising awareness, connecting families to resources, and advocating for respite, education, and practical supports that help caregivers care for others while safeguarding their own health; and

WHEREAS, it is in the public interest to recognize the many contributions of family caregivers and to encourage action by community organizations, health providers, employers, faith communities, and neighbors to support, uplift, and empower caregivers in meaningful and sustainable ways;

NOW THEREFORE, I, Rebecca Shelton, Mayor of the City of Boynton Beach, Florida, do hereby proclaim November 2026 as:

Caregivers Month

We call upon all residents to recognize and celebrate the invaluable contributions of family caregivers, and to champion programs, policies, and partnerships that strengthen caregiver well-being and sustain the families they support

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the City of Boynton Beach, Florida, to be affixed at Boynton Beach Florida, the 5th day of November Two Thousand and Twenty-Six.

_____
Rebecca Shelton, Mayor

ATTEST:

_____
Tammy Stanzione, CMC City Clerk

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 11/ 5/2026

Community Support Funds

Requested Action: Approve Community Support Fund requests for:

Commissioner Cruz

- Alzheimer's Association $500
- Friends of the Boynton Beach Library $750

How will this affect city programs or services? NA

Budgeted Item: Yes

Account Line Item and Description: Community Support Funds:

001-1110-511-83-01

Fiscal Impact: This is a budgeted line item.

Attachments:
1. Alzheimer's Association $500 Comm Cruz.pdf
2. Friends of the Library $750 Comm Cruz.pdf

EXHIBIT "A"

COMMUNITY SUPPORT FUNDS
REQUEST FORM

Part I - Summary of Request (to be completed by City Clerk)

Date of Request: 10/23/26
Requested by Mayor/Commissioner: Angela Cruz
Amount Requested: $500
Recipient/Payee: Alzheimer's Association
Description of project, program, or activity to be funded: The Alzheimer's Association leads the way to end Alzheimer's and all other dementia- by accelerating global research, driving risk reduction and early detection, and maximizing quality care and support.

Part II - Availability of funds

The annual appropriation of funds available to the requesting Member of the Commission listed above is $6,000.

The balance of funds available for the requesting Member of the Commission is $6,000.

Accordingly:

- ✓ There are funds available as requested
  There are insufficient funds available as requested

Dated: 10/23/26 By: Tammy Stanzione
Tammy Stanzione, City Clerk

Part III-Eligibility Evaluation

- ✓ Public funds will not be used to improve private property unless there is a clear public need, purpose and benefit
- ✓ The recipient/payee provides services within the City
- ✓ The public purpose is beneficial to the entire community served by such donation

Dated:_____ By: _____
Requesting Member of the City Commission

EXHIBIT "A"

COMMUNITY SUPPORT FUNDS
REQUEST FORM

Part I - Summary of Request (to be completed by City Clerk)

Date of Request: 10/23/26
Requested by Mayor/Commissioner: Commissioner Cruz
Amount Requested: $750
Recipient/Payee: Friends of the BB City Library
Description of project, program, or activity to be funded: These funds will help with the cost of Holiday Dinner Baskets that will be for the less fortunate kids and their families in the community.

Part II - Availability of funds

The annual appropriation of funds available to the requesting Member of the Commission listed above is $6,00.

The balance of funds available for the requesting Member of the Commission is $5,500.

Accordingly:

- ✓ There are funds available as requested
  There are insufficient funds available as requested

Dated: 10/23/26 By: Tammy Stanzione
Tammy Stanzione, City Clerk

Part III-Eligibility Evaluation

- ✓ Public funds will not be used to improve private property unless there is a clear public need, purpose and benefit
- ✓ The recipient/payee provides services within the City
- ✓ The public purpose is beneficial to the entire community served by such donation

Dated: _____ By: _____
Requesting Member of the City Commission

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 11/ 5/2026

Advisory Board Appointments.

Requested Action: City Commission shall appoint and reappoint eligible members of the community to serve in vacant positions on City Advisory Boards.

- Commissioner Kelley tabled the Education and Youth Advisory Board appointment at the October 20, 2026, Commission Meeting.

Explanation of Request:

The City Clerk's Office has received applications from City residents who are seeking to become new board members.

The attached list contains term openings and vacancies on the various advisory boards, with the designated Commission members responsible for appointing to fill each term opening and vacancy.

How will this affect city programs or services? Appointments and reappointments are necessary to keep City Advisory Boards full and operating as effectively as possible.

Fiscal Impact: There is no fiscal impact to the budget for this item.

Attachments:
Advisory_Board_Appointments_Reappointments_and_Applicants_for_November 5.docx
Mario Lopez Pisani - Waiver Art Board.pdf
Mario Lopez Pisani - Art Advisory Board.pdf

Advisory Board Vacancies November 5, 2026

Art Advisory Board
Regular Member 2 (2 year) terms
Alternate Member 2 (1 year) terms

Vice Mayor	Turkin	Alternate	Vacant

Applicant: Mario Lopez Pisani

Education and Youth Advisory Board
Regular Member 2 (2 year) terms
Alternate/Student Member 2 (1 year) terms

IV	Kelley	Alternate	Vacant
Mayor	Shelton	Student	Vacant
I	Cruz	Student	Vacant

Applicants: None

Historic Resources Preservation Board – Quasi-judicial
Regular Member 2 (2 year) terms
Alternate Member 2 (1 year) terms

IV	Kelley	Regular	Vacant
Vice Mayor	Turkin	Alternate	Vacant

Applicants: None

Library Advisory Board
Regular Member 2 (2 year) terms
Alternate Member 2 (1 year) terms

II	McCray	Alternate	Vacant

Applicants: None

Recreation and Parks Board
Regular Member 2 (2 year) terms
Alternate Member 2 (1 year) terms

II	McCray	Alternate	Vacant

Applicants: None

Applications Received

10/27/26	Yolanda Robinson	Educ & Youth	Withdraw her application via email
10/23/26	Amaya Anderson	Educ & Youth	Unable to verify voters status was emailed
10/23/26	Adria Powell	Educ & Youth	Outside City limits Waiver of Requirements was emailed

9-28-26	Gracy Chery	CRA Adv.	No Vacancies
9-28-26	Mario Lopez Pisani	Art. Adv	Outside City limits waiver of requirements was emailed
8-01-26	Lorraine Castellano	CRA Adv.	No Vacancies
6-02-26	Cherly McKeever	Sr. Adv.	No motion was made to approve Waiver
5-13-26	Cherly McKeever	Sr. Adv.	Submitted Waiver of Requirements –
4-30-26	Cherly McKeever	Sr. Adv.	Outside City limits Waiver of Requirements was emailed

City of Boynton Beach: Advisory Board Waiver of Requirements

Thank you for your interest in serving on one of the City's Advisory Boards and for taking the time to fill out this waiver. If instructions are not followed or the waiver is not completed in its entirety, it will be returned for clarification.

The City Commission has limited authority to waive certain requirements, including residency requirements, term limits, and certain qualification requirements.

Please indicate what requirement you are requesting to be waived by the City Commission.

X Residency

_____ Term Limits – Please provide number of terms already served. _____

_____ Required qualifications

Name Mario Lopez Pisani Telephone # 561-425-0114

Address 6210 Wallis Rd, Apt C206

West Palm Beach, FL Zip Code 33413

Date of Birth: 11/14/1991 Email: mario.lopezpisani@gmail.com

Current occupation or prior occupation: Public Art Curator, City of Miami

Education

Bachelor of Fine Arts, School of the Museum of Fine Arts at Tufts University

Are you a registered voter?	X Yes	_____ No
Do you reside within the Boynton Beach City limits?	_____ Yes	X No
Do you own/manage a business within the City limits:	_____ Yes	X No
If yes, name of business N/A		
Have you ever been convicted of a crime?	_____ Yes	X No
If yes, when N/A Where N/A		
Are you currently serving on a City board?	_____ Yes	X No
Have you served on a City board in the past?	_____ Yes	X No

If so, which board(s) and when?

N/A

Please indicate which advisory board you are seeking appointment.

X Arts Commission	____ Historic Resources Preservation Board
____ Building Board of Adjustment & Appeals	____ Library Board
____ Community Redevelopment Agency Advisory Board	____ Police Officers' Retirement Trust Fund
____ Education and Youth Advisory Board	____ Recreation & Parks Board
____ Employees' Pension Board	____ Senior Advisory Board
____ Firefighters' Pension Trust Fund	

If appointed, are you willing to serve as Chair or Vice Chair? _____Yes _____No

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

I currently work as a Public Art Curator with the City of Miami, where I coordinate public art projects, artist selection processes, public meetings, community engagement, budgets, installations, and collaboration between artists, City departments, and other stakeholders. I am also a practicing artist and received my BFA from the School of the Museum of Fine Arts at Tufts University. My background includes years of experience with galleries, museums, international and local art fairs, private collections, and municipal public art throughout South Florida.

Having grown up within the arts ecosystem of Palm Beach County, I would value the opportunity to give back to my community and bring the experience I have gathered over the years to Boynton Beach. I also have a growing personal connection to Boynton Beach and plan to relocate there, which makes the opportunity to contribute to the City especially meaningful to me. I would be excited to bring a thoughtful, detailed, and practical perspective to helping Boynton continue developing a robust, sophisticated, and impactful public art program.

Please list any professional memberships: _____

Florida Association of Public Art Professionals (FAPAP)

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

Signature: _____ Date: 9/29/2026

EMAIL DISCLAIMER: Please be advised that under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail. Instead, contact the City Clerk's office in writing:

Mailing address: P.O. Box 310, Boynton Beach, FL 33425-0310
FAX: (561) 742-6090

Advisory Board Appointment Application

Thank you for your interest in serving on one of the City's Advisory Boards and for taking the time to fill out this form. If instructions are not followed or the application is not filled out in its entirety, the form will be returned for clarification.

EMAIL DISCLAIMER: Please be advised that under Florida law, e-mail addresses are public records. If you do not want your e- mail address released in response to a public-records request, do not send electronic mail. Instead, contact the City of Boynton Beach offices by phone or in writing: City of Boynton Beach, City Clerk's Office, City Hall, 100 E. Ocean Ave., Boynton Beach, FL 33435,

Mailing address: P.O. Box 310, Boynton Beach, FL 33435-0310 | Phone: (561) 742-6060 | City Clerk FAX: (561) 742-6090

Today's Date *

9/28/2026

First Name *

Mario

Last Name *

Lopez Pisani

Phone Number *

5614250114

Email *

mario.lopezpisani@gmail.com

Date of Birth *

11/14/1991

Street Address *

6210 WALLIS RD APT C-206

Street Address 2

City *

WEST PALM BEACH

State *

FL

Zip Code *

33413

Country *

United States

Current occupation or, if retired prior occupation

Public Art Curator

Education

Bachelor of Fine Arts

Are you a registered voter *

(•) Yes ( ) No

Do you reside within the Boynton Beach City Limits? *

( ) Yes (•) No

Do you own/manage a business within City limits? *

○ Yes ◉ No

If Yes, Name of Business

N/A

Are you currently serving on a City board? *

○ Yes ◉ No

Have you served on a City board in the past? *

○ Yes ◉ No

If Yes, which board(s) and when?

N/A

Have you ever been convicted of a crime? *

○ Yes ◉ No

If Yes, when and where?

N/A

Advisory Board *

Please indicate which advisory board you are seeking appointment.

Art Advisory Board

For board listing. requirements, responsibilities and meeting times and dates. please visit: Advisory Boards web page

If appointed by the City Commission to serve as a Board Chair or Vice Chair are you willing to serve in this capacity? *

◉ Yes ○ No

Personal Qualifications *

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

I currently work as a Public Art Curator with the City of Miami, where I help coordinate public art projects, artist selection processes, public meetings, community engagement, budgets, installations, and collaboration between artists, City departments, and other stakeholders. I'm also a practicing artist and received my BFA from the School of the Museum of Fine Arts at Tufts University. I have several years of experience working with galleries, museums, art fairs, private collections, and municipal public art throughout South Florida.
Having grown up within the arts ecosystem of Palm Beach County, I would really value the opportunity to give back to my community by bringing the experience and knowledge I've gathered over the years to Boynton Beach. I also have a growing personal connection to Boynton Beach and plan to relocate there, which makes the opportunity to contribute to the City especially meaningful to me. I'm particularly interested in how public art can shape the visual landscape of a city, strengthen a sense of place, and create meaningful experiences for residents. I'd be excited to bring a thoughtful, detailed, and practical eye to the Art Advisory Board and help Boynton continue building a robust, sophisticated, and impactful public art program.

Professional Memberships *

Please list any professional memberships

Florida Association of Public Art Professionals

Attachments

Feel free to attach/upload an extra sheet or resume.

Mario Lopez Pisani_Resume.pdf 275.33KB

Your completed Advisory Board Appointment application will be added to the City's Talent Bank, a file to which Commissioners may turn for candidates when board openings occur.

Certification *

- (•) I, the applicant, hereby certify that the statements and answers provided herein are true and accurate. I understand that, if appointed, any false statements may be cause for removal from a board.
- ( ) I, the applicant, DO NOT certify that the statements and answers provided herein are true and accurate.

Mario Lopez Pisani

mario.lopezpisani@gmail.com
(561) 425-0114

Professional Summary

Municipal project coordination and public arts professional with experience coordinating public-facing capital, cultural, and community projects from early planning through documentation, stakeholder coordination, implementation, and close-out. Background includes a BFA in Studio Art and Architecture, city department coordination, public meetings, artist and vendor communication, developer coordination, community engagement, project timelines, budgets, reports, presentations, and experience in permitting, installation, and fabrication. Experienced working across municipal, planning, cultural, and community development environments. Fluent in Spanish.

CORE SKILLS

Public Art Administration | Municipal Project Coordination | Public-Facing Capital Projects | Artist Selection Processes | RFQ/RFP Support | Public Meetings | Stakeholder Engagement | Project Budgets | Staff Reports & Presentations | Community Engagement | Artwork Installation Coordination | Planning & Zoning Support | Gallery Operations | Spanish Fluency

Public Art Curator Miami, FL September 2025 – Present

City of Miami

- Coordinate public art projects across the City of Miami from early planning, RFQ/call development, artist coordination, agreements, interdepartmental review, permitting coordination, production, installation, documentation, and close-out.
- Work with artists, developers, City departments, and community stakeholders to move projects forward and ensure successful delivery.
- Use Asana, Excel, iBuild, ProjectDox, and other city platforms to track project schedules, permitting steps, documentation, tasks, and interdepartmental follow-up.
- Develop project timelines, budgets, and resources for public art initiatives.
- Prepare presentations, reports, recommendations, and public meeting materials for internal teams, advisory committees, and City leadership.
- Coordinate artist outreach, workshops, and public engagement tied to Art in Public Places projects.
- Serve as a liaison between artists, City officials, departments, and external project partners.

Public Arts Professional Royal Palm Beach, FL October 2021 – June 2025

Village of Royal Palm Beach

- Led implementation and administration of the Art in Public Places ordinance.
- Coordinated commissioned public art projects for Village facilities, private development, and capital projects, including the new Village Hall and Cultural Center.
- Drafted an Art in Public Places Master Plan for consideration by the Village Council.
- Established a full-time Public Arts Professional position within the Planning and Zoning Department.
- Managed day-to-day operations within the Planning and Zoning department, including resident correspondence, internal coordination, and communication with department heads, the Village manager, and staff.
- Used ProjectDox, NaviLine, Excel, and related municipal systems while coordinating with Planning and Building Departments, developers, staff, and residents on project review, documentation, and permit-related follow-up.
- Delivered public presentations to the Planning and Zoning Committee and Village Council.

Copywriter and Gallery Associate Palm Beach, FL December 2017- October 2022

Holden Luntz Gallery

- Created original copy for two fine art photography galleries, including website content, social media, press releases, interviews, artist materials, and online magazine features.
- Helped expand archival material into an online digital magazine and broader digital presence.
- Implemented marketing strategies that generated over $100,000 in sales revenue.
- Managed client services, gallery administration, event planning and logistics for exhibitions and art fairs.

Art Handler, Preparator South Florida April 2017- December 2017
Norton Museum of Art, NSU Art Museum, Gander and White, Art Basel

- Worked as an independent art handler supporting museums, galleries, collections, and art fair projects.
- Prepared gallery spaces and handled, installed, crated, and cared for artwork according to museum standards and best practices.

Head Art Handler/Logistics Coordinator Palm Beach, FL September 2015-April 2017
Findlay Galleries

- Oversaw domestic and international shipments to private residences, art fairs, and art industry partners.
- Supervised in-house installations, warehouse management, quality control, logistics, and special event support.

Intern, U.S. Department of Housing and Urban Development Wellington, FL May 2013 -September 2013
Village of Wellington

- Worked with the Community Services Department to organize zoning and subdivision information into detailed spreadsheets for Community Development Block Grant eligibility review.
- Assisted with outreach campaigns, neighborhood organization efforts, and community-facing public service initiatives.

EDUCATION

School of the Museum of Fine Arts, Boston at Tufts University | Boston, MA
Bachelor of Fine Arts, Studio Art and Architecture
December 2014

Nova Southeastern University | Fort Lauderdale, FL
Graduate Coursework, MBA - Marketing Focus
Admitted in Fall 2021

Harvard Business School Online | Boston, MA
Credential of Readiness (CORe), Pre-MBA program
Business Analytics, Economics for Managers, and Financial Accounting
November 2020

Palm Beach State College | West Palm Beach, FL
Project Management Coursework
January 2020

COMMUNITY INVOLVEMENT

City of Greenacres - Discussed ideas and initiatives for increasing access to public art with city leadership.
Palm Beach County Art in Public Places - Volunteer for the AIPP program bringing public art to PBC communities.
Maryland Public Artist Roster - Independent panelist for the public artist roster for the Maryland State Arts Council.
Habitat for Humanity - Participated in safety training for *Home Preservation* projects.
City of West Palm Beach, Art in Public Places - Volunteering to identify and catalog public artworks in downtown WPB.

ACHIEVEMENTS

President's Research Award, SMFA at Tufts University - Conducted research on "Developments of Construction - Organic growth and cultural aesthetics in PREVI, the experimental housing project, Lima, Peru."
Published Work – Writing and artwork featured in Daily Mail Online, L'Oeil de la Photographie, Elevated Art Magazine, Artsy, BigRed&Shiny.org, and Sayin Yesun (Photo Art).
Scholarship Award – Received a six-figure scholarship for the BFA program at the School of the Museum of Fine Arts at Tufts University.

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 11/ 5/2026

Proposed Resolution No. R26-198- Approving the Second and Restated Interlocal Agreement with Palm Beach County for P25 Public Safety Radio System and Digital Microwave Communication System. The agreement established the parties' operational and fiscal responsibilities associated with the City's use of the County's microwave system to transport signals.

Requested Action: Staff recommends approval of the proposed Resolution No. R26-198.

Explanation of Request: The Police Department is requesting approval of the Second and Restated Interlocal Agreement between the City of Boynton Beach and Palm Beach County governing the City's use of the County's digital microwave communication system in support of the City's P25 Public Safety Radio System.

The City and Palm Beach County entered into the First Restated Interlocal Agreement in 2016. The agreement established the parties' operational and fiscal responsibilities associated with the City's use of the County's microwave system to transport signals to and from the City's 800 MHz trunked radio system and the County's Master Site. Under the agreement, Palm Beach County is responsible for the purchase, installation, ownership, physical maintenance, and operation of the microwave equipment, while the City is responsible for its applicable share of system operation and maintenance costs.

The First Amendment, approved in 2021, exercised the first five-year renewal option and extended the agreement through October 30, 2026. The amendment also updated provisions related to insurance, applicable law, non-discrimination, and E-Verify requirements.

The proposed Second and Restated Interlocal Agreement exercises the second five-year renewal option and extends the agreement through October 30, 2031. It also updates the agreement's notice provisions and replaces or adds provisions addressing non-discrimination, E-Verify employment eligibility, disclosure of foreign gifts and contracts with foreign countries of concern, and digital accessibility compliance. All other terms of the agreement remain in full force and effect.

How will this affect city programs or services? Approval of the new Amendment will allow the City to continue utilizing Palm Beach County's digital microwave communication infrastructure in support of the City's P25 Public Safety Radio System.

The microwave system provides connectivity used to transport communications between the

City's radio system and Palm Beach County's Master Site. Continuation of the agreement supports the reliability and continuity of critical public safety radio communications used by Police and other public safety operations.

Extending the agreement through October 30, 2031 will maintain the existing cooperative arrangement with Palm Beach County and avoid an interruption in the City's authorized use of the County's microwave communications infrastructure.

Budgeted Item: Yes

Account Line Item and Description: N/A

Fiscal Impact: The amendment does not establish a new fee or change the existing methodology for determining the City's share of microwave system operation and maintenance costs. The City will continue to pay its applicable annual share of costs in accordance with the existing Interlocal Agreement and available budget appropriations.

Attachments:
R26-198 Agenda_Item_5036-2026_Resolution_for_PBC_Second_and_Restated_Interlocal_-_Microwave.docx
Exhibit A to Resolution - Second Restated Microwave Interlocal Agreement. revised 10.23.26.pdf
Interlocal Agreement Feb 2001.pdf
R2006-0554 1st Amendment.pdf
R2011-0121 2nd Amendment.pdf
R2015-1558 3rd Amendment.pdf
First Restated Interlocal Agmt R2016-1581.pdf
First Amd to Interlocal - R2021-1791.pdf

RESOLUTION NO. R26-198

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE SECOND AND RESTATED INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY FOR THE P25 PUBLIC SAFETY RADIO SYSTEM AND DIGITAL MICROWAVE COMMUNICATION SYSTEM; AND FOR ALL OTHER PURPOSES.

WHEREAS, the County has committed to the purchase, design, installation, and operation of a P25 Public Safety Radio System ("PSRS") and digital microwave communication system to meet the needs of the Palm Beach County Sheriff's Office, Palm Beach County Fire Rescue, Palm Beach County Emergency Management Service, and various Palm Beach County general governmental agencies; and

WHEREAS, the City and the County previously entered into an Interlocal Agreement dated February 6, 2001, recorded in the Official Records of Palm Beach County at OR 12327, Page 1812 pursuant to County Resolution R2001-0200 as amended by the First Amendment pursuant to County Resolution R2006-0554, the Second Amendment pursuant to County Resolution R2011-0121 and the Third Amendment pursuant to County Resolution R2015-1558; as restated in the First Restated Interlocal Agreement pursuant to County Resolution R2016-1581 as amended by the First Amendment pursuant to County Resolution R2021- 1791; and

WHEREAS, the County and the City entered into a lease agreement between the County, the City, and AT&T pursuant to County Resolution R99-311D dated 2/23/99 ("Lease Agreement") for the County's use of a tower ("Tower Site S-11") located within the municipal limits of the City for the County's microwave and PSRS equipment; and

WHEREAS, the two (2) ethernet circuits will be used by the City; and

WHEREAS, the Lease Agreement requires that the County and the City enter into a separate agreement addressing the operational and maintenance responsibilities of the microwave system; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to approve the Second and Restated Interlocal Agreement with Palm Beach County for the P25 Public Safety Radio System and Digital Microwave Communication System.

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

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

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve the Second and Restated Interlocal Agreement with Palm Beach County for the P25 Public Safety Radio System and Digital Microwave Communication System (the "Agreement"), in form and substance similar to that attached as **Exhibit A**.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Agreement. The Mayor is further authorized to execute any ancillary documents required under the Agreement or necessary to accomplish the purposes of the Agreement, including any term extensions as provided in the Agreement, provided such documents do not modify the financial terms or material terms.

SECTION 4. Upon execution of the Agreement, the City Clerk shall provide the three (3) original signed Agreements to Karl Maracotta.

SECTION 5. Karl Maracotta is hereby directed and authorized to take all actions necessary to transmit the Agreement to Palm Beach County for the County's consideration, execution, and recording. Karl Maracotta shall prepare and transmit three (3) original executed copies of the Agreement to Palm Beach County, together with a formal transmittal letter identifying the nature of the Agreement and requesting placement on the Board's agenda for consideration and execution. Upon receipt of the recorded Agreement back from Palm Beach County, Karl Maracotta shall ensure a copy is provided to Rismerling Gomez in the City Attorney's office and the City Clerk.

SECTION 6. This Resolution shall take effect in accordance with the law.

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R26-198

PASSED AND ADOPTED this _____ day of _____ 2026.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice-Mayor – Thomas Turkin	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Tammy Stanzione, CMC
City Clerk

_____
Rebecca Shelton
Mayor

(Corporate Seal)

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

SECOND RESTATED INTERLOCAL AGREEMENT

This Interlocal Agreement, is made and entered into _____, by and between Palm Beach County ("County"), a political subdivision of the State of Florida and the City of Boynton Beach ("City"), a municipal corporation existing under the laws of the State of Florida. The County and City may be collectively referred to as "Parties."

W I T N E S S E T H

WHEREAS, Section 163.01, Florida Statutes (2015), the Florida Interlocal Cooperation Act of 1969 permits local government units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities and permits public agencies to enter into Interlocal Agreements to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the County has committed to the purchase, design, installation and operation of a P25 Public Safety Radio System ("PSRS") and digital microwave communication system to meet the needs of the Palm Beach County Sheriff's Office, Palm Beach County Fire Rescue, Palm Beach County Emergency Management Service, and various Palm Beach County general governmental agencies; and

WHEREAS, the County and the City entered into a lease agreement between the County, the City and AT&T (R99-311D) dated 2/23/99, ("Lease Agreement") for the County's use of a tower ("Tower Site S-11") located within the municipal limits of the City for the County's microwave and PSRS equipment; and

WHEREAS, the two (2) ethernet circuits will be used by the City; and

WHEREAS, the Lease Agreement requires that the County and the City enter into a separate agreement addressing the operational and maintenance responsibilities of the microwave system; and

WHEREAS, the City and the County previously entered into an Interlocal Agreement dated February 6, 2001, recorded in the Official Records of Palm Beach County at OR 12327, Page 1812 pursuant to Resolution R2001-0200 as amended by the First Amendment pursuant to R2006-0554, the Second Amendment pursuant to R2011-0121 and the Third Amendment pursuant to Resolution R2015-1558; as restated in the First Restated Interlocal Agreement pursuant to Resolution R2016-1581 as amended by the First Amendment pursuant to R2021-1791; and

NOW THEREFORE, in conjunction with the mutual covenants, promises and representations contained herein the parties hereto agree as follows.

The foregoing recitals are true and correct and incorporated herein by reference and made part of the Interlocal Agreement.

SECTION 1. Purpose

The purpose of this Interlocal Agreement is to set forth the County and the City's fiscal responsibilities with respect to the City's use of the County's microwave system to transport signals to and from the City's 800 MHz trunked radio system to the County's Master Site.

This Agreement is to be read and interpreted in conjunction with the Lease Agreement and the Cooperative Agreement and amendments. The Cooperative Agreement contains fiscal and other obligations of the County and the City with respect to the City's connection to and use of the County's microwave system and together with this Agreement result in the agreement contemplated under Section 10.01 of the Lease Agreement

SECTION 2. Responsibilities

2.01 MICROWAVE. The County will be responsible for the purchase, installation, ownership and physical maintenance and operation of the microwave equipment at the Tower Site S-11.

2.02 The City agrees to pay its fair share of the operation and maintenance costs associated with the Microwave System between the Tower S-11 and the County's Master Site, on pro rata basis. The operations and maintenance costs to be included are: system administration costs (which include personnel costs), utilities, equipment, software, and component renewal and replacement costs, and microwave equipment maintenance costs (which maybe out-sourced or performed by the County).

2.03 The costs for the future fiscal year (October 1 – September 30) will be provided by the County to the City by the County Administrator or his designee, no later than March 1st, annually. The costs shall be calculated using the following methodology updating the total system maintenance and administration costs as well as the percentage of total costs attributable to the microwave system; to reflect actual.

2.03.1 The costs to use the County's microwave system shall be calculated using the following methodology updating the total system maintenance and administration costs as well as the percentage of total costs attributable to the microwave system to reflect actual costs. The County's estimated annual costs are Microwave System Maintenance costs are $143,000. The City uses three (3) of the fourteen (14) microwave sites. The City uses two (2) ethernet circuits to three (3) separate towers.

$143,000 x 3/14 x 2/28 = $2,184.98
The annual cost for microwave use is $2,184.98

2.04 The City shall pay the County, in full, each fiscal year no later than February 1st. Payment shall be made to:

Board of County Commissioners
Attn: Electronic Services and Security Division
50 S. Military Trail, 1st floor
West Palm Beach, FL 33415

2.05 The County shall have no obligation to provide a microwave system for the City's use if the County discontinues use of its microwave system or is not operating microwave equipment at the Tower S-11.

SECTION 3. Liability

The parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions and negligence of the other party. Further, nothing herein shall be construed as a waiver of sovereign immunity by either party, pursuant to Section 768.28, Florida Statutes.

The County makes no representations about the capabilities or reliability of the County's microwave system or network equipment. The County's System is designed to assist qualified law enforcement, fire, and other emergency services professionals. Both parties acknowledge that the responsibility for providing law enforcement, fire, or other emergency services rests with the City, which is providing such service, and not with the other party to this Agreement.

SECTION 3A: Insurance

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (Statute), the CITY represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended.

If CITY is not self-insured, CITY shall, at its sole expense, purchase and maintain in full force and effect at all times during the life of this contract, insurance coverage at limits not less than those contained in the Statute.

Should CITY purchase excess liability coverage, CITY agrees to include COUNTY as an Additional Insured.

The CITY contract with a third-party (sub-contractor) to perform any service related to the AGREEMENT, CITY shall require the Contractor to provide the following minimum insurance:

A. Commercial General Liability insurance with limits of $1,000,000 combined single limit for property damage and bodily injury per occurrence and $2,000,000 per aggregate. Such policy shall be endorsed to include CITY and COUNTY as Additional Insureds. CITY shall also require that the City include a Waiver of Subrogation against COUNTY.

Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to County upon request.

B. Business Automobile Liability insurance with minimum limits of $1,000,000 combined single limits for property damage and bodily injury per occurrence.

C. Workers' Compensation Insurance & Employer's Liability: CITY shall maintain Workers' Compensation & Employer's Liability in accordance with chapter 440, Florida Statutes, as may be amended and which shall include coverage for Employer's Liability with minimum limits of $1,000,000 each accident.

When requested, the CITY shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance.

Compliance with the foregoing requirement shall not relieve the CITY of its liability and obligations under this Agreement.

SECTION 4. Effective Date

This Agreement is contingent upon the approval of the Palm Beach County Board of County Commissioners (Board) and shall not become effective until signed by all parties and approved by the Palm Beach County Board of County Commissioners. Upon such approval and execution, the Agreement shall be effective retroactive to October 31, 2026 for a period of five (5) years and may be renewed for four (4), five (5) year periods upon written modification by both parties.

SECTION 5. Amendments to this Agreement

This Agreement may be amended from time to time by written amendment by all Parties.

SECTION 6. Termination

This Agreement may be terminated by any party without cause upon one (1) year notice. The Agreement may be terminated for cause by either party upon sixty (60) days notice. This Agreement shall automatically terminate in the event that the County discontinues the operation of the microwave system at the City's Tower Site.

In the event that the Cooperative's Interlocal Agreement is terminated, but the Lease Agreement remains in effect, the County and City will amend the Agreement within 60 days of the termination of the Cooperative's Interlocal Agreement to include the remainder of both parties' obligations to the microwave system.

SECTION 7. Annual Budget Appropriations

The County's and City's performance and obligation to pay pursuant to this Agreement are contingent upon annual appropriation for its purpose by the Board of County Commissioners and the City Council.

SECTION 8. Notices

Any notice given pursuant to the terms of this Agreement shall be in writing and done by Certified Mail, Return Receipt Requested. The effective date of such notice shall be the date of the receipt, as evidenced by the Return Receipt. All notices shall be addressed to the following:

As to the County:

Director, Public Safety Department
50 S. Military Trail
West Palm Beach, FL 33415

With a copy to:

800 MHz Radio System Manager
240 S. Military Trail
West Palm Beach, FL 33415

County Attorney's Office
301 North Olive Avenue
West Palm Beach, FL 33402

As to City:

City Manager
City of Boynton Beach
100 E. Boynton Beach Blvd.
Boynton Beach, FL 33435

With a copy to:

Chief of Police
City of Boynton Beach
100 E. Boynton Beach Blvd.
Boynton Beach, FL 33435

SECTION 9. Applicable Law Enforcement Costs

This Agreement shall be governed by the laws of the State of Florida. In any litigation brought by a party to this Agreement to enforce the terms of this Agreement, each party shall bear its own costs and attorney's fees incurred in connection therewith.

SECTION 10. Filing

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

SECTION 11: Entire Agreement

This Agreement and any Attachments hereto constitute all agreements, conditions and understandings between the County and the Municipality concerning access to the Common Talk Groups. All representations, either oral or written, shall be deemed to be merged into this Agreement, except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Agreement shall be binding upon the County or Municipality unless reduced to writing and signed by them.

SECTION 12: Delegation of Duty

Nothing contained herein shall be deemed to authorize the delegation of the Constitutional or Statutory duties of any party.

SECTION 13: Access and Audits; Office of the Inspector General

The City shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. The County shall have access to such books, records, and documents as required in this article for the purpose of inspection or audit during normal business hours, at the City's place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code sections 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the City, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, sections 2-421 - 2-440, as may be amended, and punished pursuant to section 125.69, Florida Statutes, as may be amended, in the same manner as a second-degree misdemeanor.

SECTION 14: Non-Discrimination

The 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 R2025-0748, as may be amended, the City warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, 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, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, the City represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as amended. As part of such compliance, the City shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the City retaliate against any person for reporting instances of such discrimination. The City shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of discrimination. The City understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. City shall include this language in its subcontracts.

SECTION 15: E-VERIFY – Employment Eligibility

City warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of City's subconsultants performing the duties and obligations of this Contract are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

City shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(f), Florida Statutes, as may be amended. City shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

County shall terminate this Contract if it has a good faith belief that City has knowingly violated section 448.09(1), Florida Statutes, as may be amended. If County has a good faith belief that City's subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be

amended, County shall notify City to terminate its contract with the subconsultant and City shall immediately terminate its contract with the subconsultant. If County terminates this Contract pursuant to the above, City shall be barred from being awarded a future contract by County for a period of one (1) year from the date on which this Contract was terminated. In the event of such contract termination, City shall also be liable for any additional costs incurred by County as a result of the termination.

SECTION 16: Law and Venue; Remedies; No Third-Party Beneficiaries

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement 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 Agreement, including but not limited to any citizen or employees of the County and/or City.

SECTION 17: Public Records

Notwithstanding anything contained herein, as provided under section 119.0701, Florida Statutes, as may be amended, if the City: (i) provides a service; and (ii) acts on behalf of the County as provided under section 119.011(2), Florida Statutes, as may be amended, the City shall comply with the requirements of section 119.0701, Florida Statutes, as may be amended. The City is specifically required to:

A. Keep and maintain public records required by the County to perform services as provided under this Agreement.

B. Upon request from the County's Custodian of Public Records, 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, Florida Statutes, or as otherwise provided by law. The City 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.

C. Ensure that public records that are exempt, or confidential and exempt, from public records disclosure requirements are not disclosed except as

authorized by law for the duration of the Agreement term and following completion of the Agreement, if the City does not transfer the records to the public agency.

D. Upon completion of the Agreement, the City shall transfer, at no cost to the County, all public records in possession of the City unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the City transfers all public records to the County upon completion of the Agreement, the City shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the City keeps and maintains public records upon completion of the Agreement, the City shall meet all applicable requirements for retaining public records. All records stored electronically by the City must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the City to comply with the requirements of this article shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. City acknowledges that it has familiarized itself with the requirements of chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein.

IF THE CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, 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.

SECTION 18: Assignment

Municipality may not assign, mortgage, pledge, or encumber this Agreement in whole or in part, without prior written consent of County, which may be granted or withheld at the County's absolute discretion. This provision shall be construed to include a prohibition against assignment, mortgage, pledge, encumbrance or sublease, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

SECTION 19: Severability

If any term of the Agreement or the application thereof to any person or circumstance shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement, or the application of such term to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

SECTION 20: Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement**.**

SECTION 21: Disclosure of Foreign Gifts and Contracts with Foreign Countries of Concern

Pursuant to F.S. 286.101, as may be amended, by entering into this Contract or performing any work in furtherance thereof, the City certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

SECTION 22: Digital Accessibility Compliance

City acknowledges that the County is a public entity subject to Title II of the Americans with Disabilities Act (ADA) and applicable federal accessibility regulations. City represents and warrants that all websites, web-based applications, digital services, electronic documents, multimedia, and other electronic content created, developed, provided, submitted, maintained, or delivered under this Contract that may be electronically displayed, accessed, distributed, or made available to the public by the County shall conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, or any successor standard adopted by the U.S. Department of Justice.
All electronic documents submitted to the County, including but not limited to PDFs, reports, forms, presentations, and public-facing materials, shall be provided in an accessible format compliant with the applicable accessibility standard at the time of delivery.

City shall ensure that any updates, revisions, or modifications to such digital content remain compliant throughout the term of this Contract. Upon request, City shall provide documentation reasonably demonstrating accessibility compliance. If any deliverable is determined by the County to be noncompliant, City shall promptly remediate the noncompliance at no additional cost to the County and within a timeframe specified by the County. City shall ensure that any third-party digital content or platforms used in performance of this Contract either comply with the requirements herein or that an accessible alternative acceptable to the County is provided.

Failure to comply with this subsection shall constitute a material breach of this Contract.

SECTION 23: Prohibition Against Using Diversity, Equity and Inclusion Material – F.S. 287.139

City hereby certifies to the County that City does not and will not use County funds in requiring its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion as defined in section 125.595, Florida Statutes, as amended.

(Remainder of the page intentionally left blank)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first written above.

ATTEST:

SHANNON RAMSEY-CHESSMAN
CLERK & COMPTROLLER AD INTERIM

By: _____
Deputy Clerk

PALM BEACH COUNTY, a political subdivision of the State of Florida

By: _____
_____, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS:

By: _____
Stephanie Sejnoha
Director, Public Safety

ATTEST:

CITY OF BOYNTON BEACH, a municipal corporation existing under the laws of the State of Florida

By: _____
Maylee De Jesus, City Clerk

By: _____
Rebecca Shelton, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Shawna Lamb, City Attorney

R00-175

Feb-22-2001 02:14pm 01-065688
ORB 12327 Pg 1812

R2001 0280

INTERLOCAL AGREEMENT

FEB - 6 2001

This INTERLOCAL AGREEMENT, is made and entered into this ____ day of ____, 2000, by and between PALM BEACH COUNTY, ("COUNTY") a political subdivision of the State of Florida and the City of BOYNTON BEACH ("CITY"), a municipal corporation existing under the laws of the State of Florida.

WITNESSETH

WHEREAS, the COUNTY has committed to the purchase, design, installation, and operation of an 800 MHz Trunked Radio System and digital microwave communications system to meet the needs of the Palm Beach County Sheriff's Office, Palm Beach County Fire Rescue, Palm Beach County Emergency Management Service, and various Palm Beach County general government agencies; and

WHEREAS, the COUNTY and the CITY entered into a lease agreement with AT&T for the COUNTY's use of a tower ("Boynton Tower Site") located within the municipal limits of the CITY for the COUNTY's microwave and 800 MHz system equipment; and

WHEREAS, the South Palm Beach County Public Safety Communications Cooperative ("COOPERATIVE")has access to 6 T1s of capacity on the COUNTY's digital microwave system pursuant to a lease agreement ("LEASE AGREEMENT")between the COUNTY, the CITY and AT&T (R99-311D) dated 2/23/99; and

WHEREAS, the COOPERATIVE has decided that the 6T1s will be used by the CITY; and

WHEREAS, the LEASE AGREEMENT requires that the COUNTY and the CITY enter into a separate agreement addressing the operational and maintenance responsibilities of the SmartZone Controller and the microwave system; and

WHEREAS, Section 163.01, Florida Statutes, permits public agencies to enter into Interlocal Agreements to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

NOW THEREFORE, in conjunction with the mutual covenants, promises and representations contained herein the parties hereto agree as follows.

SECTION 1: Purpose

The purpose of this interlocal agreement is to set forth the COUNTY and CITY's fiscal responsibilities with respect to the CITY's use of the COUNTY's microwave system to transport signals to and from the CITY's 800 MHz trunked radio system to the COUNTY's SmartZone Controller located at the COUNTY's Prime Site on Forest Hill Blvd. This

Return To:

Shawn Bobo
Facilities Development & Operations
3323 Belvedere Road, Bldg. 503
West Palm Beach, FL 33406

NOT A CERTIFIED COPY

Agreement is to be read and interpreted in conjunction with the Interlocal Agreement (R-2000-0838) with the COOPERATIVE dated 6/20/00 ("COOPERATIVE'S Interlocal Agreement") and any amendments. The COOPERATIVE'S Interlocal Agreement contains fiscal and other obligations of the COUNTY and the CITY with respect to the CITY's connection to and use of the COUNTY's microwave system and together with this Agreement result in the agreement contemplated under Section 10.01 of the LEASE AGREEMENT.

SECTION 2: Responsibilities

2.01 The COUNTY will be responsible for the purchase, installation, ownership and physical maintenance and operation of the microwave equipment at the Boynton Tower Site described in LEASE AGREEMENT.

2.02 The CITY agrees to pay its fair share of the operation and maintenance costs associated with the Microwave System between the Boynton Tower Site and the COUNTY's Prime Site, on pro rata basis. The operations and maintenance costs to be included are: system administration costs (which includes personnel costs), utilities, equipment, software, and component renewal and replacement costs, and microwave equipment maintenance costs (which may be out-sourced or performed by the COUNTY).

2.03 The costs for the future fiscal year (October 1- September 30) will be provided by the COUNTY to the CITY by the County Administrator or his designee, no later than March 1st, annually. The costs shall be calculated using the following methodology updating the total system maintenance and administration costs as well as the percentage of total costs attributable to the microwave system; to reflect actual.

Estimated annual total system maintenance and administration costs are $1,000,000.

Assume that microwave system maintenance is 14.37% of the total system maintenance costs.

CITY uses terminations at two of the 13 tower sites.

CITY uses six T1s in capacity of the total 28 T1s.

$1,000,000 x .1437 x 2/13 x 6/28 = $4,737 annually

2.04 The CITY shall pay the COUNTY, in full, each fiscal year no later than February 1st. Payment shall be made to the Board of County Commissioners, 3323 Belverdere Rd., Building 506, Attn: Communications Division, West Palm Beach, Fl. 33406.

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2.05 The COUNTY shall have no obligation to provide a microwave system for the CITY's use, in the event that the COUNTY discontinues use of its microwave system or is not operating microwave equipment at the CITY's Boynton Tower Site.

SECTION 3: Liability

The parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions and negligence of the other party. Further, nothing herein shall be construed as a waiver of sovereign immunity by either party, pursuant to Section 768.28, Florida Statutes.

SECTION 4: Term of Agreement

The term of this Agreement shall be for a period of five (5) years from execution and may be renewed for four, five (5) year period upon written modification by both parties.

SECTION 5: Amendments to this Agreement

This Agreement may be amended from time to time by written amendment by all Parties.

SECTION 6: Termination

This Agreement may be terminated by any party without cause upon 1 year notice. The Agreement may be terminated for cause by either party upon 60 days notice. This Agreement shall automatically terminate in the event that the COUNTY discontinues the operation of microwave system at the CITY's Tower Site.

In the event that the COOPERATIVE'S Interlocal Agreement is terminated, but the LEASE AGREEMENT remains in effect, the COUNTY and CITY will amend this Agreement within 60 days of the termination of the COOPERATIVE'S Interlocal Agreement to include the remainder of both parties obligations to the microwave system.

SECTION 7: Annual Budget Appropriations

The COUNTY'S and CITY's performance and obligation to pay pursuant to this Agreement are contingent upon annual appropriation for its purpose by the Board of County Commissioners and the City Council.

SECTION 8: Notices

Any notice given pursuant to the terms of this Agreement shall be in writing and done by Certified Mail, Return Receipt Requested. The effective date of such notice shall be

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the date of receipt, as evidenced by the Return Receipt. All notices shall be addressed to the following:

As to the COUNTY:

Director, Facilities Development & Operations
3323 Belvedere Road, Building 503
West Palm Beach, Florida 33406

With copy to:

Director of Communications Division
3323 Belvedere Road, Building 506
West Palm Beach, Florida 33406

County Attorney's Office
301 North Olive Ave, Suite 601
West Palm Beach, Florida 33402

As to BOYNTON BEACH:

City Manager
City of Boynton Beach
100 E. Boynton Beach Blvd.
Boynton Beach, Fl. 33435

With copy to:

Chief of Police
City of Boynton Beach
100 E. Boynton Beach Blvd.
Boynton Beach, Fl. 33435

SECTION 16: Applicable Law/Enforcement Costs

This Agreement shall be governed by the laws of the State of Florida. In any litigation brought by a party to this Agreement to enforce the terms of this Agreement, each party shall bear its own costs and attorney's fees incurred in connection therewith.

SECTION 17: Filing

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

NOT A CERTIFIED COPY

SECTION 18: Delegation of Duty

Nothing contained herein shall be deemed to authorize the delegation of the Constitutional or Statutory duties of any party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first written above.

ATTEST:

DOROTHY H. WILKEN, Clerk
Board of County Commissioners

PALM BEACH COUNTY, FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS

BY: _____ BY: _____
Chair

R2001 0200 FEB - 6 2001

Legal Sufficiency:

_____
County Attorney

CITY OF BOYNTON BEACH, Clerk

CITY OF BOYNTON BEACH, BY ITS CITY COMMISSIONERS

BY: _____ BY: _____
Mayor

Legal Sufficiency:

_____
City Attorney

STATE OF FLORIDA, COUNTY OF PALM BEACH
I, DOROTHY H. WILKEN, ex-officio Clerk of the Board of County Commissioners certify this to be a true and correct copy of the original filed in my office on 2-6-01
DATED at West Palm Beach, FL on 2-13-01
DOROTHY H. WILKEN, Clerk
By _____ D.C.

h: boyntonmicro

NOT A CERTIFIED COPY

3H-8

Agenda Item #:

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

M/A 7-0
R-2006-0554

AGENDA ITEM SUMMARY

Meeting Date: April 4, 2006

[X] Consent [ ] Regular
[ ] Ordinance [ ] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve : First Amendment to the interlocal agreement (R2001-200) with the City of Boynton Beach (City) for the City's use of the County's microwave system until February 6, 2011.

SUMMARY: The Agreement under which the City can use the County's microwave system to transport radio signals expired on February 6, 2006. The Agreement provides for four (4) - five year renewals but renewals require approval by both parties. The City has approved a renewal to extend the term of the agreement until February 6, 2011. The renewal now requires Board approval. Under the terms of the agreement, the City pays its share of the operational and maintenance costs associated with the microwave system. The costs for each fiscal year are provided by the County by March 1st annually. The Agreement may be terminated by either party, with or without cause, upon one year notice. (FDO/ESS) Countywide (JM)

Background and Justification: The Agreement between the County and the City, which provides the terms and conditions under which the City can use the County's microwave system, is set to expire on February 6, 2006. The agreement provides for four five-year renewals but renewals require approval by both parties. The City has approved a renewal to extend the term of the agreement until February 6, 2011. The renewal now requires Board approval.

Attachments:
First Amendment

Recommended by: Adrian Wolf — Department Director — 3/15/06 — Date

Approved by: — County Administrator — 3/30/06 — Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2006	2007	2008	2009	2010
Capital Expenditures	-0-	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	(4,737)	(4,737)	(4,737)	(4,737)
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	-0-	(4,737)	(4,737)	(4,737)	(4,737)
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? N/A Yes_____ No_____

Budget Account No: Fund_____ Department _____ Unit _____ Object _____
Reporting Category _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS:

A. OFMB Fiscal and/or Contract Development & Control Comments: FY06 PAYMENT WAS PAID OCT 2005.

3-14-06
OFMB

3/14/06 3/13/06

3/14/06
Contract Dev. and Control

This amendment complies with our review requirements.

This Amendment is retroactive in nature.

B. Legal Sufficiency:

Assistant County Attorney

C. Other Department Review:

_____

R2006 0554

R06-033

FIRST AMENDMENT TO INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT to Agreement R2001-200, dated February 6, 2001, is made as of APR 04 2006, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the County, and the City of Boynton Beach, a municipal corporation, hereinafter referred to as the City.

In consideration of the mutual promises contained herein, the County and City agree as follows:

1. The term of Agreement R2001-200, set to expire on February 6, 2006, shall be extended to February 6, 2011.

2. All other terms of Agreement R2001-200 remain unmodified and in full force and effect.

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

SHARON R. BOCK,
CLERK & COMPTROLLER

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS PALM BEACH COUNTY FLORIDA

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Asst. County Attorney

PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Tony Masilotti, Chairman

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Director Facilities Dev & Operations MJD

ATTEST:

By: _____
City Clerk

JUDITH A. PYLE
Name (Type or Print)

CITY OF BOYNTON BEACH, FLORIDA

By: _____
Jerry Taylor, Mayor

JERRY TAYLOR
Name (Type or Print)

APPROVED AS TO FORM:
_____
Asst. CITY ATTORNEY

CITY OF BOYNTON BEACH

First Renewal Amendment to Direct Connect
10/20/05

Agenda Item #: 3H-11

BA IV 7-0
R-2011-0121

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: February 1, 2011 **[X] Consent [ ] Regular**
[ ] Ordinance [ ] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Second Amendment to the Interlocal Agreement (R2001-0200) with the City of Boynton Beach (City) to extend the term of the agreement until February 5, 2016.

Summary: The Interlocal Agreement with the City, which provides the terms and conditions under which the City can use the County's microwave system to transport radio signals from the City's tower to the County SmartZone Controller expires on February 6, 2011. The Interlocal Agreement provides for four (4) renewal options, each for a period of five (5) years. Both parties must approve the renewal option. The City has approved a renewal to extend the term of the Interlocal Agreement until February 5, 2016. The renewal now requires Board approval. Under the terms of the Interlocal Agreement, the City pays its share of the operational and maintenance costs associated with the microwave system. The costs for each fiscal year are provided by the County by March 1st annually. The Interlocal Agreement may be terminated by either party, with or without cause, upon one (1) years notice. This Second Amendment renews the term and updates the notice provisions. Other than the changes set forth herein all other terms and conditions of the Interlocal Agreement remain the same. **(ESS) Countywide (JM)**

Background & Justification: On February 6, 2001, the Board approved the Interlocal Agreement with the City for a period of five (5) years expiring on February 6, 2006. On April 4, 2006, the Board approved the First Amendment to the Interlocal Agreement retroactively extending the term until February 6, 2011 (R2006-0554). After approval of this Second Amendment there will remain two (2) renewal options.

Attachments:
Second Amendment

Recommended by: Anthony Wing 1/12/11
Department Director **Date**

Approved by: 1/26/11
County Administrator **Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	-0-	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	($4,737)	($5,921)	($5,921)	($5,921)	($5,921)
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	($4,737)	($5,921)	($5,921)	($5,921)	($5,921)

 # ADDITIONAL FTE POSITIONS (Cumulative)

Is Item Included in Current Budget? Yes_____ No_____

Budget Account No: Fund 0001 Department 410 Unit 4150 Object 4901
Reporting Category

B. Recommended Sources of Funds/Summary of Fiscal Impact:

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS:

A. OFMB Fiscal and/or Contract Development & Control Comments:

Estimated revenue to receive from the City of Boynton Beach is $4,737.

1/24/2011
OFMB 1/24/11 1/24/11

1/24/11
Contract Dev. and Control

This amendment complies with our review requirements.

B. Legal Sufficiency:

1/26/11
Assistant County Attorney

C. Other Department Review:

R2011 0121

SECOND AMENDMENT TO INTERLOCAL AGREEMENT

THIS SECOND AMENDMENT to Interlocal Agreement R2001-0200, dated February 6, 2001, as amended by R2006-0554 (collectively referred to herein as the "Agreement") is made as of FEB 01 2011, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners ("County") and the City of Boynton Beach, a municipal corporation of the State of Florida ("City").

In consideration of the mutual promises contained herein, the County and City agree as follows:

1. The term of the Agreement, expires on February 6, 2011, and shall be extended to February 5, 2016.

2. Section 2.04 of the Agreement shall be deleted in its entirety and replaced with the following:

   2.04 The City shall pay the County, in full, each fiscal year no later than February 1st. Payment shall be made to the Board of County Commissioners, 2633 Vista Parkway, Attn: Electronic Services and Security Division, West Palm Beach, FL 33411.

3. Section 8 of the Agreement is amended so that Notices to the County shall be sent as follows:

   As to the County:

   Director, Facilities Development & Operations
   2633 Vista Parkway
   West Palm Beach, FL 33411

   With a copy to:

   800 MHZ Radio System Administrator
   2633 Vista Parkway
   West Palm Beach, FL 33411

   County Attorney's Office
   301 North Olive Avenue
   West Palm Beach, FL 33401
   Boca Raton, FL 33486

4. Except as modified by this Second Amendment, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed on the day and year first above written.

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

R 2011 0121 FEB 01 2011

PALM BEACH COUNTY, a political subdivision of the State of Florida

By: _____
Karen T. Marcus, Chair

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
County Attorney

APPROVED AS TO TERMS AND CONDITIONS:

By: _____
Audrey Wolf, Director
Facilities Development & Operation

ATTEST:

CITY CLERK:

By: _____
Janet Prainito, City Clerk

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

By: _____
Jose A. Rodriguez, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Jim Cherof, City Attorney

G:\SCooper\800 MZH Agreements\City of Boynton Beach\Boynton microwave second renewal.doc

3H-2
Agenda Item #
MBIT 7-0
R-2015-1558

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	**November 3, 2015**	**[X] Consent**	**[ ] Regular**
		[ ] Ordinance	**[ ] Public Hearing**

Department: **Facilities Development & Operations**

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Third Amendment to the Interlocal Agreement (R2001-0200) (the "Agreement") with the City of Boynton Beach ("City") to extend the term of the Agreement to February 4, 2021.

Summary: The Agreement with the City, which provides the terms and conditions under which the City can use the County's microwave system to transport radio signals from the City's tower to the County SmartZone Controller expires on February 4, 2016. The Agreement provides for four (4) renewal options, each for a period of five (5) years. The City has approved a renewal to extend the term of the Agreement to February 4, 2021 and the renewal now requires Board approval. Under the terms of the Agreement, the City pays a pro rata share of the operational and maintenance costs associated with the microwave system. The costs for each fiscal year are provided by the County by March 1st annually. The Interlocal Agreement may be terminated by either party, with or without cause, with one (1) year notice. The Third Amendment renews the terms, provides for disclosure of County Code Section 2-421 - 2-440 establishing the Office of the Inspector General, provides for the exclusion of third party beneficiaries, and adds the standard County nondiscrimination clause. **(ESS) Countywide (MJ)**

Background and Justification: On February 6, 2001, the Board approved the Interlocal Agreement with the City for a period of five (5) years expiring on February 6, 2006. On April 4, 2006, the Board approved the First Amendment to the Interlocal Agreement retroactively extending the term to February 6, 2011 (R2006-0554). On February 1, 2011, the Board approved the Second Amendment to the Interlocal Agreement extending the term to February 5, 2016. After approval of this Third Amendment, there will be one (1) remaining renewal option.

Attachments:

Third Amendment To Interlocal Agreement

Recommended By:	Tammy Wolf	10/11/15	JC
	Department Director	**Date**	
Approved By:	V C Baker	10/22/15	
	County Administrator	**Date**	

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures					
Operating Costs					
External Revenues	($5,921)	($5,921)	($5,921)	($5,921)	($5,921)
Program Income (County)					
In-Kind Match (County					
NET FISCAL IMPACT	($5,921)	($5,921)	($5,921)	($5,921)	($5,921)
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget: Yes X No ____

Budget Account No:
Fund 0001 Dept 410 Unit 4150 Revenue Source 4901 ($5,921)

B. Recommended Sources of Funds/Summary of Fiscal Impact:

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

OFMB 10/16 10/16

Contract Development and Control 10/20/15
10-20-15

B. Legal Sufficiency:

10/22/15
Assistant County Attorney

C. Other Department Review:

_____
Department Director

This summary is not to be used as a basis for payment.

R15-102

THIRD AMENDMENT TO INTERLOCAL AGREEMENT

R2015-1558

THIS THIRD AMENDMENT to Interlocal Agreement (R2001-0200, as amended by R2006-0554 and R2011-0121) collectively referred to herein as the "Agreement" is made as of NOV 03 2015 by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners ("County") and the City of Boynton Beach, a municipal corporation of the State of Florida ("City").

In consideration of the mutual promises contained herein, the County and the City agree as follows:

1. The term of the Agreement expires on February 4, 2016, and shall be extended to February 4, 2021.

2. The Agreement is hereby modified to add the following:

SECTION 19: 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.

SECTION 20: NO THIRD PARTY BENEFICIARY

No provision of this Agreement 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 Agreement, including but not limited to any citizen or employees of the County and/or City.

SECTION 21: NON-DISCRIMINATION

Pursuant to Resolution R-2014-1421, as 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 to 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.

The City has submitted to County a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the City does not have a written non-discrimination policy, or one that conforms to the County's policy, it has affirmed through a signed statement provided to County that City will conform to the County's non-discrimination policy as provided in R-2014-1421, as amended.

3. Except as modified by this Third Amendment, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof and is hereby ratified and confirmed by the City and County.

(Remainder of the page intentionally left blank)

IN WITNESS WHEREOF, the parties have caused this Third Amendment to be executed on the day and year first above written.

ATTEST:

R2015-1558 NOV 03 2015

SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY, a political subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
Shelley Vana, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
County Attorney

APPROVED AS TO TERMS AND CONDITIONS:

By: _____
Audrey Wolf, Director
Facilities Development & Operations

ATTEST:

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

By: _____
Janet M. Prainito, MMC, City Clerk

By: _____
Jerry Taylor, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
Asst. City Attorney

_____
Print City Attorney's Name

R2016 1581

FIRST RESTATED INTERLOCAL AGREEMENT

This Interlocal Agreement is made and entered into NOV 0 1 2016, by and between Palm Beach County ("County"), a political subdivision of the State of Florida and the City of Boynton Beach ("City"), a municipal corporation existing under the laws of the State of Florida.

W I T N E S S E T H

WHEREAS, Section 163.01, Florida Statutes (2015), the Florida Interlocal Cooperation Act of 1969 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities and permits public agencies to enter into Interlocal Agreements to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the County has committed to the purchase, design, installation and operation of a P25 Public Safety Radio System ("PSRS") and digital microwave communication system to meet the needs of the Palm Beach County Sheriff's Office, Palm Beach County Fire Rescue, Palm Beach County Emergency Management Service, and various Palm Beach County general governmental agencies; and

WHEREAS, the County and the City entered into a lease agreement between the County, the City and AT&T (R99-311D) dated 2/23/99, ("Lease Agreement") for the County's use of a tower ("Tower Site S-11") located within the municipal limits of the City for the County's microwave and PSRS equipment; and

WHEREAS, two (2) T1s will be used by the City; and

WHEREAS, the Lease Agreement requires that the County and the City enter into a separate agreement addressing the operational and maintenance responsibilities of the microwave system; and

WHEREAS, the City intends to use the County's microwave system to transport signals between the City and the Master Site; and

WHEREAS, the City and County previously entered into an Interlocal Agreement dated February 6, 2001, recorded in the Official Records of Palm Beach County at OR 12327, Page 1812 pursuant to Resolution R2001-0200 as amended by the First Amendment pursuant to R2006-0554, the Second Amendment pursuant to R2011-0121 and the Third Amendment pursuant to Resolution R2015-1558.

NOW THEREFORE, in conjunction with the mutual covenants, promises and representations contained herein the parties hereto agree as follows.

SECTION 1. Purpose

The purpose of this Interlocal Agreement is to amend and restate the Interlocal Agreement and set forth the County and the City's fiscal responsibilities with respect to the City's use of the County's microwave system to transport signals to and from the City's 800 MHz trunked radio system to the County's Master Site.

This Agreement is to be read and interpreted in conjunction with the Lease Agreement and the Cooperative Agreement and any amendments. The Cooperative Agreement contains fiscal and other obligations of the County and the City with respect to the City's connection to and use of the County's microwave system and together with this Agreement result in the agreement contemplated under Section 10.01 of the Lease Agreement.

SECTION 2. Responsibilities

2.01 MICROWAVE. The County will be responsible for the purchase, installation, ownership and physical maintenance and operation of the microwave equipment at the Tower Site S-11.

2.02 The City agrees to pay its fair share of the operation and maintenance costs associated with the Microwave System between the Tower Site S-11 and the County's Master Site, on pro rata basis. The operations and maintenance costs to be included are: system administration costs (which include personnel costs), utilities, equipment, software, and component renewal and replacement costs, and microwave equipment maintenance costs (which maybe out-sourced or performed by the County).

2.03 The costs for the future fiscal year (October 1 – September 30) will be provided by the County to the City by the County Administrator or his or her designee, no later than March 1st annually. The costs shall be calculated using the following methodology updating the total system maintenance and administration costs as well as the percentage of total costs attributable to the microwave system; to reflect actual.

> 2.01.2 The costs to use the County's microwave system shall be calculated using the following methodology updating the total system maintenance and administration costs as well as the percentage of total costs attributable to the microwave system to reflect actual costs. The County's estimated annual costs are Microwave System Maintenance costs are $143,000. The City uses three (3) of the fourteen (14) microwave sites. The City uses (2) T-1s to three (3) separate towers.
>
> $143,000 x 3/14 x 2/28 = **$2,184.98.**
>
> The annual cost for the microwave use is **$2,184.98.**

2.04 The City shall pay the County, in full, each fiscal year no later than February 1st. Payment shall be made to:

Board of County Commissioners
Attn: Electronic Services and Security Division
2633 Vista Parkway
West Palm Beach, FL 33411

2.05 The County shall have no obligation to provide a microwave system for the City's use, in the event that the County discontinues use of its microwave system or is not operating microwave equipment at the Tower Site S-11.

SECTION 3. Liability

The parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions and negligence of the other party. Further, nothing herein shall be construed as a waiver of sovereign immunity by either party, pursuant to Section 768.28, Florida Statutes.

The County makes no representations about the capabilities or reliability of the County's microwave system or network equipment. The County's System is designed to assist qualified law enforcement, fire, and other emergency service professionals. It is not intended to be a substitute for the exercise of judgment or supervision of these professionals. Both parties acknowledge that the responsibility for providing law enforcement, fire, or other emergency services rests with the City, which is providing such service, and not with the other party to this Agreement.

SECTION 4. Term of Agreement

The term of this Agreement shall be a period of five (5) years from the date of execution ("Effective Date") and may be renewed for four (4), five (5) year periods upon written modification by both parties.

SECTION 5. Amendments to this Agreement

This Agreement may be amended from time to time by written amendment by all Parties.

SECTION 6. Termination

This Agreement may be terminated by any party without cause upon one (1) year notice. The Agreement may be terminated for cause by either party upon sixty (60) days notice. This Agreement shall automatically terminate in the event that the County discontinues the operation of the microwave system at the City's Tower Site.

In the event that the Cooperative's Interlocal Agreement is terminated, but the Lease Agreement remains in effect, the County and City will amend the Agreement within 60 days of the termination of the Cooperative's Interlocal Agreement to include the remainder of both parties' obligations to the microwave system.

SECTION 7. Annual Budget Appropriations

The County's and City's performance and obligation to pay pursuant to this Agreement are contingent upon annual appropriation for its purpose by the Board of County Commissioners and the City Council.

SECTION 8. Notices

Any notice given pursuant to the terms of this Agreement shall be in writing and done by Certified Mail, Return Receipt Requested. The effective date of such notice shall be the date of the receipt, as evidenced by the Return Receipt. All notices shall be addressed to the following:

As to the County:

Director, Facilities Development & Operations
2633 Vista Parkway
West Palm Beach, FL 33411

With a copy to:

Radio System Administrator
2633 Vista Parkway
West Palm Beach, FL 33411

County Attorney's Office
301 North Olive Avenue
West Palm Beach, FL 33402

As to City:

City Manager
City of Boynton Beach
100 E. Boynton Beach Blvd.
Boynton Beach, FL 33435

With a copy to:

Chief of Police
City of Boynton Beach
100 E. Boynton Beach Blvd.
Boynton Beach, FL 33435

SECTION 9. Applicable Law Enforcement Costs

This Agreement shall be governed by the laws of the State of Florida. In any litigation brought by a party to this Agreement to enforce the terms of this Agreement, each party shall bear its own costs and attorney's fees incurred in connection therewith.

SECTION 10. Filing

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

SECTION 11. Delegation of Duty

Nothing contained herein shall be deemed to authorize the delegation of the Constitutional or Statutory duties of any party.

SECTION 12. 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 2-321 – 2-440, as may be amended. The Inspector General is authorized with the power to review post, 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.

SECTION 13. No Third Party Beneficiary

No provision of this Agreement 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 Agreement, including but not limited to any citizen or employees of the County and/or City.

SECTION 14. Non-discrimination

Pursuant to Resolution R-2014-1421, as 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 to 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.

The City has submitted to County a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the City does not have a written non-discrimination policy, or one that conforms to the County's policy, it has affirmed through a signed statement provided to County that City will conform to the County's non-discrimination policy as provided in R-2014-1421, as amended.

(Remainder of the page intentionally left blank)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first written above.

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

R2016 1581 NOV 0 1 2016

PALM BEACH COUNTY, a political subdivision of the State of Florida

By: _____
Mary Lou Berger, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
County Attorney

APPROVED AS TO TERMS AND CONDITIONS:

By: _____
Audrey Wolf, Director
Facilities Development & Operations

ATTEST:

By: _____
Interim Deputy Clerk

Judith A. Pyle

Print ~~Deputy~~ Clerk
Interim

CITY OF BOYNTON BEACH, by its City Commissioners

By: _____
Stephen Grant, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
City Attorney (Asst.)

R2021 1791

FIRST AMENDMENT
TO INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT to Interlocal Agreement R2016-1581, is made and entered into on DEC 0 7 2021, by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and the City of Boynton Beach, a municipal corporation of the State of Florida ("City").

In consideration of the mutual promises contained herein, the County and City agree as follows:

1. The term of the Agreement expired on October 31, 2021 and shall be retroactively extended through October 30, 2026 pursuant to the exercise of the first five (5) year renewal option.

2. The Agreement is hereby modified to add the following:

   SECTION 3A: INSURANCE

   Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (Statute), the City represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended.

   If City is not self-insured, City shall, at its sole expense, purchase and maintain in full force and effect at all times during the life of this contract, insurance coverage at limits not less than those contained in the Statute.

   Should City purchase excess liability coverage, City agrees to include County as an Additional Insured.

   The City agrees to maintain or to be self-insured for Workers' Compensation Insurance in accordance with Chapter 440, Florida Statutes.

   Should City contract with a third-party (Contractor) to perform any service related to the Agreement, City shall require the Contractor to provide the following minimum insurance:

   - Commercial General Liability insurance with minimum limits of $1,000,000 combined single limit for property damage and bodily injury per occurrence and $2,000,000 per aggregate. Such policy shall be endorsed to include City and County as Additional Insureds. City shall also require that the Contractor include a Waiver of Subrogation against County.
   - Business Automobile Liability insurance with minimum limits of $1,000,000 combined single limits for property damage and bodily injury per occurrence.
   - Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability with minimum limits of $1,000,000 each accident.

When requested, the City shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance.

Compliance with the foregoing requirement shall not relieve the City of its liability and obligations under this Agreement.

3. Section 9 of the Agreement is deleted in its entirety and replaced with the following:

SECTION 9: APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida.

4. Section 14 of the Agreement is deleted in its entirety and replaced with the following:

Section 14: NON-DISCRIMINATION

The 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 R2017-1770, as may be amended, City warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, 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 or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

5. The Agreement is hereby modified to add the following:

SECTION 15: E-VERIFY-EMPLOYMENT ELIGIBILITY

15.01 City warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of the City's contractors and subcontractors performing any duties and obligations of this Agreement are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

15.02 County shall terminate this Agreement if it has a good faith belief that City has knowingly violated Section 448.09(1), Florida Statutes, as may be amended.

5. Except as modified by this First Amendment, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof and is hereby ratified and confirmed by the City and the County.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed as of the day and year first above written.

ATTEST:

JOSEPH ABRUZZO
CLERK OF THE CIRCUIT
COURT & COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO
LEGAL SUFFICIENCY:

By: _____
County Attorney

R2021 1791 DEC 0 7 2021

PALM BEACH COUNTY, a political subdivision of the State of Florida

By: _____
Robert S. Weinroth, Mayor

APPROVED AS TO TERMS AND CONDITIONS:

By: _____
Isami Ayala-Collazo, Director
Facilities Development & Operations

ATTEST:

CITY CLERK

By: _____
Crystal Gibson, City Clerk

APPROVED AS TO
LEGAL SUFFICIENCY:

By: _____
Shana Bridgeman, Assistant City Attorney

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

By: _____
Lori LaVerriere, City Manager

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 11/ 5/2026

Proposed Resolution No. R26-199- Ratifying the submission of the Florida Department of Transportation's Fiscal Year 2027 Highway Traffic Safety Concept Paper for the Impaired Driving Initiative, submitted on February 26, 2026, authorizing the City to accept the $35,000 federal grant, and authorizing the Mayor and Police Chief to execute all future documents associated with the grant, subject to review by the City Attorney's office. The grant is allocated to support traffic enforcement overtime focused on high-crash and high-risk areas within the city.

Requested Action:

Staff recommends approval of Proposed Resolution No. R26-199.

Explanation of Request:

The Florida Department of Transportation's Fiscal Year 2027 Highway Traffic Safety Concept Paper for the Impaired Driving Initiative was submitted on February 26, 2026. The City of Boynton Beach has been selected to receive $35,000 in federal sub-grant funding for the 2026-2027 funding cycle under the Impaired Driving priority area.

The anticipated funding, in the amount of $35,000, is allocated to support traffic enforcement overtime focused on high-crash and high-risk areas within the city. If formally awarded, this funding will enable the BBPD to conduct enforcement operations aimed at reducing impaired driving, particularly in locations with a high incidence of traffic fatalities and serious injuries. The continued partnership with FDOT supports the City’s ongoing efforts to enhance roadway safety and reduce traffic-related fatalities through proactive, data-driven enforcement.

How will this affect city programs or services? This funding will support enhanced enforcement and education efforts aimed at reducing traffic crashes, fatalities, and injuries associated with impaired driving. BBPD will analyze crash data to identify high-frequency crash locations and strategically conduct enforcement operations in those areas. In addition to enforcement, BBPD will implement educational initiatives to increase public awareness around traffic safety, with a focus on the dangers of impaired driving. Crash data will guide the development of outreach strategies, and special emphasis will be placed on engaging the community in targeted areas through the distribution of traffic safety information, resources, and guidance.

Account Line Item and Description:

Grant accounts - Grant funded overtime.

Procurement Methodology Bids and Purchases Only: N/A

Fiscal Impact:

No fiscal impact, grant funded.

Attachments:
R26-199 Agenda_Item_5133-2026_Resolution_R26-XXX_FDOT_Impaired_Driving_Initiative_Grant.docx
Disclosures_for_FDOT_Impaired_Driving_Subgrant_M5HVE-2027-00260.docx

RESOLUTION NO. R26-199

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, RATIFYING THE SUBMISSION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION'S FISCAL YEAR 2027 HIGHWAY TRAFFIC SAFETY CONCEPT PAPER FOR THE IMPAIRED DRIVING INITIATIVE, SUBMITTED ON FEBRUARY 26, 2026, AUTHORIZING THE CITY TO ACCEPT THE $35,000 GRANT, AND AUTHORIZING THE MAYOR AND POLICE CHIEF TO EXECUTE ALL FUTURE DOCUMENTS ASSOCIATED WITH THE GRANT, SUBJECT TO REVIEW BY THE CITY ATTORNEY'S OFFICE; AND FOR ALL OTHER PURPOSES.

WHEREAS, the Florida Department of Transportation (FDOT) State Safety Office has selected the City of Boynton Beach to receive $35,000 in federal sub-grant funding for the 2026-2027 funding cycle under the Impaired Driving priority area; and

WHEREAS, the anticipated funding, in the amount of $35,000, is allocated to support traffic enforcement overtime focused on high-crash and high-risk areas within the city; and

WHEREAS, if formally awarded, this funding will enable the Boynton Beach Police Department to conduct enforcement operations aimed at reducing impaired driving, particularly in locations with a high incidence of traffic fatalities and serious injuries; and

WHEREAS, the continued partnership with FDOT supports the City's ongoing efforts to enhance roadway safety and reduce traffic-related fatalities through proactive, data-driven enforcement; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to ratify the submission of the Florida Department of Transportation's Fiscal Year 2027 Highway Traffic Safety Concept Paper for the Impaired Driving Initiative, submitted on February 26, 2026, authorizing the City to accept the $35,000 federal grant, and authorizing the Mayor and Police Chief to execute all future documents associated with the grant, subject to review by the City Attorney's office.

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, does hereby ratify the submission of the Florida Department of Transportation's Fiscal Year 2027 Highway Traffic Safety Concept Paper for the Impaired Driving Initiative, submitted on February 26, 2026, and authorizes the City to accept the $35,000 federal grant.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, does hereby authorize the Police Chief, and/or the Mayor, to execute the Grant application, Grant Agreement, and any other documents associated with applying for and accepting the Grant that do not otherwise increase the financial obligations of the City, subject to the review of the City Attorney's Office.

SECTION 4. This Resolution shall take effect in accordance with the law.

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R26-199

PASSED AND ADOPTED this _____ day of _____ 2026.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice-Mayor – Thomas Turkin	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Tammy Stanzione, CMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

Disclosures for Highway Traffic Safety Subgrant, Impaired Driving Initiative
(Florida Department of Transportation, Project No. M5HVE-2027-00260)

The Florida Department of Transportation (FDOT) State Safety Office awards federally funded highway traffic safety subgrants to local agencies. FDOT selected the Police Department's concept paper for its Impaired Driving Initiative. The Department requested $50,000, and FDOT awarded $35,000 to fund officer overtime for high visibility impaired driving enforcement. No match is required. FDOT has provided the subgrant agreement, but it has not been executed. The essential business and legal terms of the agreement are disclosed below. By approving this item, you are accepting these terms on behalf of the City.

Term	Requirement
Indemnity, Jurisdiction, and Venue	• The City must defend, indemnify, and hold harmless FDOT, NHTSA, FHWA, and USDOT from claims caused by the negligence, recklessness, or intentional misconduct of the City and its employees, to the extent permitted by law and subject to section 768.28, Florida Statutes. Sovereign immunity is not waived. • Florida law governs. The agreement does not specify venue, and both parties waive the right to a jury trial in any action relating to the agreement. • Disputes must be submitted in writing to FDOT's Traffic Safety Administrator within six months after the subgrant period ends. That decision may be appealed within 30 days to the Governor's Highway Safety Representative, whose decision is final.
Funding and Reimburse-ment	• This is a cost reimbursement subgrant. The City pays overtime first, then submits monthly reimbursement requests that include payroll and time records, enforcement activity reports, and a performance report. • The agreement begins when the last party signs and ends September 30, 2027. Costs incurred before execution are not reimbursable, and the selection letter is not a notice to proceed. • The final reimbursement request must be submitted by October 31, 2027. Any amount not claimed by then is forfeited, and unexpended funds revert to FDOT. • The budget covers overtime salary only. Fringe benefits and indirect costs are not funded, so employer costs for overtime, such as payroll taxes and pension contributions, are the City's responsibility. • FDOT may offset any amount it claims after an audit against payments due to the City under any other FDOT agreement if the City does not pay within 60 days of demand.
Allowable Costs	• Only overtime hours that qualify as overtime under City policy, worked on high-visibility impaired driving enforcement, are reimbursable. Subgrant funds may not supplant regular duty hours. • Each officer may claim no more than eight hours of reimbursable overtime per day, except for documented extenuating circumstances at the end of a shift. Administrative time may not exceed 10 hours per month, and emergency response during a detail is limited to one hour.

	• Officers taking enforcement action must have completed SFST or ARIDE training within the last five years or be certified Drug Recognition Experts. Court time, administrative hearings, and follow-up on earlier investigations are not reimbursable. • The Project Director may not receive any benefit under the subgrant. Outreach materials, media, equipment, and supplies are not in the budget and would be City costs unless FDOT approves an amendment.
Performance Requirements	• The Department must begin enforcement within 60 days of the award, conduct at least two high-visibility overtime enforcement operations and two outreach events, and provide impaired driving information to the public through multimedia outlets at least three times. • Enforcement should emphasize 6:00 pm to 6:00 am, and saturation patrols should last at least three consecutive hours. The Department should participate in NHTSA's impaired-driving mobilizations for the listed holidays and events. • The City must maintain a written safety belt policy for all employees.
Termination	• Either party may terminate the agreement for convenience on 30 days' written notice. FDOT may suspend or terminate the agreement if the City fails to comply with it, and may withhold reimbursement or impose other sanctions on 30 days' notice. • The agreement states that the most recent federal grant requirements govern the City's obligations at all times, so requirements may change during the term without an amendment.
Audits and Records	• FDOT, NHTSA, FHWA, the USDOT Inspector General, the State Chief Financial Officer, and the Auditor General may audit and monitor the City's grant records and activities. • The City must retain grant records for five years and must submit either its single audit reporting package or a single audit exemption statement to FDOT.
Public Records	• The agreement and all records made or received in connection with it are public records under chapter 119, Florida Statutes. FDOT must cancel the agreement if the City refuses public access to records subject to Chapter 119. • Enforcement activity reports, CAD reports, and after-action reports provided to FDOT may contain exempt information, such as active criminal investigative information. The City must redact that information, identify the statutory basis for each exemption, and defend the exemption if it is challenged.
Future Eligibility	FDOT will find the City ineligible for future funding if it fails to provide required audits or reports on time, fails to perform the work described in the agreement, submits fraudulent reports or reimbursement requests, or misuses equipment purchased with grant funds.

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 11/ 5/2026

Proposed Resolution No. R26-200- Ratify the submission of the Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants, Identity Theft and Fraud Grant application in the amount of $9,998.10, if awarded, authorize the City to accept the Grant, and authorize the Mayor and Police Chief to execute all future documents associated with the grant, subject to review by the City Attorney's Office. The grant would be used to support the Department's continued efforts to combat identity theft and fraud-related crimes, with a specific focus on protecting elderly residents who are often the most vulnerable to these offenses.

Requested Action:

Staff recommends approval of Proposed Resolution No. R26-200.

Explanation of Request:

The Police Department is in the process of pursuing grant funding through the Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants, under the Identity Theft and Fraud Grant Program for the 2026/2027 funding cycle. The proposed grant request totals $9,998.10 and, if awarded, would be used to support the Department's continued efforts to combat identity theft and fraud-related crimes, with a specific focus on protecting elderly residents who are often the most vulnerable to these offenses. Application was submitted on October 2, 2026.

How will this affect city programs or services?

If awarded, this grant funding would directly enhance the Police Department's capacity to investigate and resolve identity theft and fraud cases, especially those affecting elderly residents. These types of crimes can have serious financial and emotional impacts on victims and often require specialized investigative approaches. By strengthening the Department's response to these crimes, the grant would also indirectly support broader city programs focused on public safety, elder services, and community outreach.

Account Line Item and Description: Upon award of the grant, a grant account will be created.

Fiscal Impact: Upon award of the grant, the Police Department will receive $9,998.10 to enhance departmental operations and improve service to the community.

Attachments:
R26-200 Agenda_Item_5087--2026_Identity_Theft_Fraud_Grant.docx
Disclosures_for_IDTF_Grant_FY2026-27.docx

RESOLUTION NO. R26-200

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, RATIFYING THE SUBMISSION OF THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT (FDLE), OFFICE OF CRIMINAL JUSTICE GRANTS, IDENTITY THEFT AND FRAUD GRANT APPLICATION IN THE AMOUNT OF $9,998.10, IF AWARDED, AUTHORIZE THE CITY TO ACCEPT THE GRANT, AND AUTHORIZE THE MAYOR AND POLICE CHIEF TO EXECUTE ALL FUTURE DOCUMENTS ASSOCIATED WITH THE GRANT, SUBJECT TO REVIEW BY THE CITY ATTORNEY'S OFFICE; AND FOR ALL OTHER PURPOSES.

WHEREAS, the Police Department is in the process of pursuing grant funding through the Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants, under the Identity Theft and Fraud Grant Program for the 2026/2027 funding cycle; and

WHEREAS, the proposed grant request totals $9,998.10 and, if awarded, would be used to support the Department's continued efforts to combat identity theft and fraud-related crimes, with a specific focus on protecting elderly residents who are often the most vulnerable to these offenses; and

WHEREAS, an application was submitted on October 2, 2026; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to approve the City's application for the Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants, Identity Theft and Fraud Grant Program in the amount of $9,998.10, if awarded authorize the City to accept the Grant, and authorize the Mayor and Police Chief to execute all future documents associated with the grant, subject to review by the City Attorney's office.

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, does hereby authorize the City's application for the Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants, Identity Theft and Fraud Grant Program in the amount of $9,998.10, and

if awarded, authorizes the City to accept the Grant.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, does hereby authorize the Police Chief, and/or the Mayor, to execute the Grant application, Grant Agreement, and any other documents associated with applying for and accepting the Grant that do not otherwise increase the financial obligations of the City, subject to the review of the City Attorney's Office.

SECTION 4. This Resolution shall take effect in accordance with the law.

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R26-200

PASSED AND ADOPTED this _____ day of _____ 2026.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice-Mayor – Thomas Turkin	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Tammy Stanzione, CMC
City Clerk

_____
Rebecca Shelton
Mayor

(Corporate Seal)

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

Disclosures for Identity Theft and Fraud (IDTF) Grant Program
(Florida Department of Law Enforcement, FY 2026-2027)

The Florida Department of Law Enforcement (FDLE) awards Identity Theft and Fraud (IDTF) grants of up to $10,000 to local law enforcement agencies to investigate personal identification information theft and fraud. The program is funded by criminal fines for qualifying identity theft convictions under section 817.568(12)(a), Florida Statutes. The Police Department applied for $9,998.10 to fund overtime for three detectives in the Property Crimes and Fraud Unit (estimated at $90.00 per hour for 37.03 hours each). Awards are made on a rolling, first-come, first-served basis until funds are exhausted. The grant agreement has not yet been issued; the essential business and legal terms stated in the application are disclosed below. By approving this item, you are accepting these terms on behalf of the City.

Term	Requirement
Indemnity, Jurisdiction, and Venue	The application does not address indemnification, governing law, jurisdiction, or venue. These terms will be set in the grant agreement issued upon award, which will be reviewed by the City Attorney's Office before execution. The City should not agree to any indemnification obligation beyond the limits of section 768.28, Florida Statutes.
Funding and Reimburse-ment	• The project period is nine months, from October 1, 2026, through June 30, 2027. The award cannot be extended, and any unobligated balance reverts to the State at the end of the project period. • Payment is made on claim reports certified by the City's Chief Financial Officer. Only approved, properly documented overtime worked during the project period is payable. • The budget assumes a $90.00 hourly overtime rate. Actual rates vary by detective, so higher rates will reduce the number of grant-funded hours. • The City did not request funding for employer-paid fringe benefits. Any employer costs associated with the overtime, such as payroll taxes and pension contributions, are the City's responsibility. • In the application, the City represented that grant funds will supplement, not replace, existing Department resources. • FDLE may revise the scope of work or budget before approval, and the City may review the final scope of work and budget before accepting the award. FDLE does not guarantee future funding.
Allowable Costs	• Funds may be used only for overtime and related fringe benefits for sworn officers conducting identity theft or fraud investigations, training and conference costs for sworn officers, investigative equipment and supplies, investigative or forensic software, and surveillance equipment used specifically for personal identity theft and fraud investigations. • Funds may not be used for investigations of corporate fraud or other types of fraud, community outreach, educational materials for the public, regular (non-overtime) salaries, administrative costs and overhead, and other listed items. Although the application describes community education and prevention efforts, overtime spent on those activities is not reimbursable.

	• Overtime must be paid under the City's written pay policy. The City submitted the PBA collective bargaining agreement for Police Officers and Detectives (October 1, 2025, through September 30, 2028).
Certifications and Signatory	• Section 448.095, Florida Statutes, requires grant recipients to be registered with and use E-Verify. The City certified that it is registered. • The application names the Mayor as the Chief Official and states that she will not designate another person to execute agreements. The Mayor must therefore sign the grant agreement. • The PD Grants Manager is responsible for project progress, programmatic and financial reporting, and overall compliance with the grant agreement.
Public Records	• The application and all communications about the grant are subject to public review under chapter 119, Florida Statutes. • Reports of case activity and outcomes submitted to FDLE may include active criminal investigative information or other exempt information. The City must redact that information and identify the statutory basis for each exemption, and must defend the exemption if it is challenged.
Future Eligibility	The application does not bar consecutive awards. The City received IDTF awards in FY 2023-24 and FY 2025-26, and future applications will again be considered on a first-come, first-served basis.
Reporting	Detectives must document grant-funded investigative activity and case outcomes in accordance with Department policy and FDLE reporting requirements. The Department will track outcomes through its records management and reporting systems.

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 11/ 5/2026

Proposed Resolution No. R26-201- Authorize the City to apply for the FY 2026 Edward Byrne Memorial Justice Assistance Grant (JAG) in the amount of $20,709 if awarded, authorize the City to accept the Grant, and authorize the Mayor and Police Chief to execute all documents associated with the grant, subject to review by the City Attorney's office. The deadline to apply for the grant is November 6, 2026. The grant will fund officers overtime for additional patrols at shopping centers and commercial areas throughout the City to deter retail theft, vehicle and business burglaries, and robberies during the holiday season.

Requested Action: Staff recommends approval of Proposed Resolution No. R26-201.

Explanation of Request:

The FY 2026 Edward Byrne Memorial Justice Assistance Grant (JAG) will support the department's Holiday Crime Prevention and Public Safety Initiative Depending on the timing of the award, the grant funds will be utilized for the 2026 or 2027 holiday season, from Thanksgiving through New Year's Day. All expenditures will be subject to the grant's approved project period and applicable funding requirements.

How will this affect city programs or services?

If awarded, the grant will enhance the Boynton Beach Police Department's ability to provide additional patrols in commercial areas during the holiday season. The initiative will increase police visibility, support proactive crime prevention efforts, and promote public safety for residents, visitors, employees, and businesses. Grant funding will supplement regular patrol operations by covering eligible officer overtime costs.

Account Line Item and Description: Once awarded, grant accounts and a project code will be created.

Procurement Methodology Bids and Purchases Only: N/A

Fiscal Impact: Grant funded overtime only, no fiscal impact.

Attachments:

R26-201 Agenda_Item_5100-2026_Resolution_R26-XXX_Edward_Byrne_Memorial_Justice_Grant.docx
Disclosures_for_JAG_Local_Formula_Grant_FY2026.docx

RESOLUTION NO. R26-201

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE CITY'S APPLICATION FOR THE FISCAL YEAR 2026 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT IN THE AMOUNT OF $20,709 IF AWARDED, AUTHORIZE THE CITY TO ACCEPT THE GRANT, AND AUTHORIZE THE MAYOR AND POLICE CHIEF TO EXECUTE ALL DOCUMENTS ASSOCIATED WITH THE GRANT, SUBJECT TO REVIEW BY THE CITY ATTORNEY'S OFFICE; AND FOR ALL OTHER PURPOSES.

WHEREAS, the Fiscal Year 2026 Edward Byrne Memorial Justice Assistance Grant (JAG) will support the department's Holiday Crime Prevention and Public Safety Initiative by funding officers' overtime for additional patrols at shopping centers and commercial areas throughout the City to deter retail theft, vehicle and business burglaries, and robberies during the holiday season; and

WHEREAS, depending on the timing of the award, the grant funds will be utilized for the 2026 or 2027 holiday season, from Thanksgiving through New Year's Day; and

WHEREAS, all expenditures will be subject to the grant's approved project period and applicable funding requirements; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to approve the City's application for the FY 2026 Edward Byrne Memorial Justice Assistance Grant (JAG) Grant Program in the amount of $20,709 if awarded authorize the City to accept the Grant, and authorize the Mayor and Police Chief to execute all future documents associated with the grant, subject to review by the City Attorney's office.

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, does hereby authorize the City's application for the FY 2026 Edward Byrne Memorial Justice Assistance Grant (JAG) Grant Program in the amount of $20,709, and if awarded, authorizes the City to accept the

Grant.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, does hereby authorize the Police Chief, and/or the Mayor, to execute the Grant application, Grant Agreement, and any other documents associated with applying for and accepting the Grant that do not otherwise increase the financial obligations of the City, subject to the review of the City Attorney's Office.

SECTION 4. This Resolution shall take effect in accordance with the law.

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R26-201

PASSED AND ADOPTED this _____ day of _____ 2026.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice-Mayor – Thomas Turkin	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Tammy Stanzione, CMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

Disclosures for Edward Byrne Memorial Justice Assistance Grant (JAG) Program, Local Formula (U.S. Department of Justice, Bureau of Justice Assistance, FY 2026)

The U.S. Department of Justice, Bureau of Justice Assistance (BJA), awards Edward Byrne Memorial Justice Assistance Grant (JAG) Local Formula funds to eligible units of local government in amounts set by a statutory formula. The City's FY 2026 direct allocation is $20,709, and no match is required. The Police Department applied for $20,709 to fund [DESCRIBE PROJECT AND ITEMS]. The award has not yet been issued; the essential business and legal terms stated in the solicitation are disclosed below. By approving this item, you are accepting these terms on behalf of the City.

Term	Requirement
Indemnity, Jurisdiction, and Venue	The solicitation does not address indemnification, governing law, jurisdiction, or venue. The award will be issued in JustGrants subject to OJP's standard award conditions and federal law, including 2 C.F.R. Part 200 and the DOJ Grants Financial Guide. The City Attorney's Office will review the award conditions before the City accepts the award. The City should not agree to any indemnification obligation beyond the limits of section 768.28, Florida Statutes.
Funding and Reimburse-ment	• This is a formula grant. BJA sets the award amount, and no cost share or match is required. • Awards under $25,000 have a 24-month award period, which the solicitation states begins October 1, 2025. • If the City draws down funds in advance rather than on reimbursement, it must deposit them in an interest-bearing trust fund unless an exception in 2 C.F.R. § 200.305(b)(11) applies. 34 U.S.C. § 10158. • No more than 10 percent of the award may be used to administer the grant. 34 U.S.C. § 10152. • Funds may not supplant state or local funds. They must increase the amount that would otherwise be made available for the funded purpose. • BJA does not guarantee future funding, and allocations change each year (the City's FY 2024 allocation was $42,408). Recurring costs, such as software licenses and subscriptions, become the City's responsibility after the award period.
Allowable Costs	• Funds may be used for personnel, equipment, supplies, contractual support, training, technical assistance, and information systems within the JAG program areas, including law enforcement, prosecution, prevention, corrections, drug treatment and enforcement, technology improvement, victim and witness programs, mental health programs, and unmanned aircraft systems. • Certain items are prohibited by statute or require a BJA waiver. 34 U.S.C. § 10152. Unmanned aircraft and counter-UAS systems, body armor, body-worn cameras, extreme risk protection order activities, and DNA testing carry additional restrictions, and some require a separate certification. • Costs must be reasonable, allocable, and necessary under 2 C.F.R. Part 200, Subpart E, and purchases must follow the federal procurement standards.

Federal Conditions	• Any program or activity, at any tier, that violates or impedes enforcement of federal immigration law is out of scope, including failing to comply with 8 U.S.C. § 1373, give access to DHS agents, or honor DHS requests and provide requested notice. Florida law independently requires cooperation with federal immigration enforcement under chapter 908, Florida Statutes. • Any program or activity, at any tier, that violates federal civil rights or nondiscrimination law is out of scope, including one that unlawfully favors individuals in any race or protected group. • Funds may not be used to provide legal services to removable or unlawfully present aliens, except for protection orders for crime victims or services expressly authorized by law. • "At any tier" means these conditions also bind any subrecipient or contractor paid with grant funds.
Certifications and Governing Body Review	• The City's chief executive must certify, among other things, that the application was submitted to the governing body for review and made public with an opportunity for comment. 34 U.S.C. § 10153(a). This item provides that review. If a required certification is missing, BJA may issue the award but withhold funds until it is provided. • The City must also complete the DOJ Certified Standard Assurances, DOJ Certifications, Disclosure of Lobbying Activities, and the Financial Management and Internal Controls Questionnaire, including disclosure of any high-risk status. These are representations to the federal government, and false statements can carry civil and criminal penalties. • Intergovernmental review under Executive Order 12372 applies to this program.
Public Records	• Proposal abstracts for funded projects are made public and may not contain personally identifying information. • The application and all communications about the grant are public records under chapter 119, Florida Statutes. Exempt information, such as surveillance techniques or procedures, must be redacted with the statutory basis for each exemption, and the City must defend the exemption if it is challenged.
Future Eligibility	Receiving an award does not bar future applications. Eligibility for a direct award is determined each year by BJA's allocation tables. If BJA later identifies the City and the County as disparate jurisdictions, the City would have to apply jointly through a single fiscal agent under an agreement allocating the funds.
Reporting	The City must submit regular performance reports and federal financial reports, collect the required performance measure data, and retain grant records as required by 2 C.F.R. Part 200 and the award conditions.

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 11/ 5/2026

Proposed Resolution No. R26-202- Approving an Interlocal Agreement between the City of Boynton Beach and the City of Delray Beach for the Holiday Boat Parade to memorialize in writing their respective roles, responsibilities, and financial contributions with respect to the Event.

Requested Action: Staff recommends approval of the proposed Resolution No. R26-202.

Explanation of Request:

Attached is a proposed ILA for the partnership between Boynton Beach and Delray Beach for the annual Holiday Boat Parade.

This year's Holiday Boat Parade is scheduled for Friday, December 11, 2026, from 6:00 pm to 9:00 PM.

Below is a summary of the terms.

Term: The agreement covers the 2026 parade and renews each year automatically for up to four more years, unless either city opts out by June 1.

Boynton Beach (Event Lead):

- Plans and runs the event.
- Obtains the Coast Guard marine event permit and the permits for bridges in Boynton.
- Manages registration and judging.
- Contracts vendors.
- Recognizes Delray as a partner in marketing.
- Keeps Delray updated.

Delray Beach:

- Contributes $5,000 per year toward direct event costs.

- Obtains permits and coordinates openings for the bridges in Delray.
- Helps secure the venue for the Captains' Meeting and Awards Dinner.
- Gathers giveaway donations.
- Provides a parade judge.

Both cities: Each city provides its own police, marine, and fire support within its own boundaries. Each covers its own staff costs.

Annual updates: Event details such as date, route, and venues are in Exhibit A. They can be updated each year by email between the event coordinators.

How will this affect city programs or services? The funds received through this agreement will allow the City of Boynton Beach to organize and coordinate the Holiday Boat Parade by providing resources, awards, and entertainment for the event's parade participants and viewing guests.

Budgeted Item: Yes

Account Line Item and Description: Through this agreement, the City of Boynton Beach will receive funds ($5,000.00) from the City of Delray Beach for the organization and coordination of the Holiday Boat Parade.

Account: 001-1213-519-48-24
Project Code: SE2707

Attachments:
R26-202 Agenda_Item_5117-2026_Holiday_Boat_Parade_Interlocal.docx
ILA - Holiday Boat Parade - Delray Beach - 2026 DV Clean - 10.19.2026.docx

RESOLUTION NO. R26-202

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND THE CITY OF DELRAY BEACH FOR THE HOLIDAY BOAT PARADE; AND FOR ALL OTHER PURPOSES.

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

WHEREAS, it is the purpose of the Act to provide a means by which the Parties may exercise their respective powers, privileges, and authority which they may have separately, but which, pursuant to this Interlocal Agreement and the Act, they may exercise collectively; and

WHEREAS, the Parties' communities have for many years jointly celebrated the holiday season through an annual lighted holiday boat parade traveling along the Intracoastal Waterway through the municipal boundaries of both Boynton Beach and Delray Beach, known as the Holiday Boat Parade (the "Holiday Boat Parade" or "Event"); and

WHEREAS, the Event was previously organized by the Boynton Beach Community Redevelopment Agency (the "CRA"), and Delray Beach has historically contributed funding and in-kind support toward the Event pursuant to informal, verbal arrangements; and

WHEREAS, beginning with the 2026 Event, Boynton Beach has assumed the role of lead organizer of the Event (the "Event Lead"); and

WHEREAS, the Parties desire to memorialize in writing their respective roles, responsibilities, and financial contributions with respect to the Event; and

WHEREAS, the Event promotes tourism, supports local businesses, and provides a free community celebration for the residents and visitors of both municipalities, and the Parties find that their cooperation on the Event serves a valid municipal and public purpose; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to approve the Interlocal Agreement between

the City and the City of Delray Beach for the Holiday Boat Parade.

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, does hereby approve the Interlocal Agreement between the City and the City of Delray Beach for the Holiday Boat Parade (the "Agreement"), in form and substance similar to that attached as **Exhibit A**.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Agreement. The Mayor is further authorized to execute any ancillary documents required under the Agreement or necessary to accomplish the purposes of the Agreement, including any term extensions as provided in the Agreement, provided such documents do not modify the financial terms or material terms.

SECTION 4. The Mayor-executed Agreement shall be forwarded to Cody Bonanno to obtain the City of Delray Beach's execution of the Agreement. Cody Bonanno shall be responsible for ensuring that either a fully executed original Agreement is returned to the City, to be recorded by the City Clerk, or a recorded copy is returned to the City for retention as a public record.

SECTION 5. Upon full execution of the Interlocal Agreement, the Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Palm Beach County, Florida, as required by Section 163.01(11), Florida Statutes, for interlocal agreements.

SECTION 6. This Resolution shall take effect in accordance with the law.

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R26-202

PASSED AND ADOPTED this _____ day of _____ 2026.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice-Mayor – Thomas Turkin	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Tammy Stanzione, CMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

INTERLOCAL AGREEMENT BETWEEN
THE CITY OF BOYNTON BEACH AND
THE CITY OF DELRAY BEACH
(HOLIDAY BOAT PARADE)

THIS AGREEMENT ("Agreement" or "Interlocal Agreement") is hereby made and entered into by and between the CITY OF BOYNTON BEACH, FLORIDA, a municipality organized under the laws of the State of Florida (hereinafter "Boynton Beach"), and the CITY OF DELRAY BEACH, FLORIDA, a municipality organized under the laws of the State of Florida (hereinafter "Delray Beach"), each a "Party" and collectively the "Parties."

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

WHEREAS, it is the purpose of the Act to provide a means by which the Parties may exercise their respective powers, privileges, and authority which they may separately, but which pursuant to this Interlocal Agreement and the Act they may exercise collectively; and

WHEREAS, the Parties' communities have for many years jointly celebrated the holiday season through an annual lighted holiday boat parade traveling along the Intracoastal Waterway through the municipal boundaries of both Boynton Beach and Delray Beach, known as the Holiday Boat Parade (the "Holiday Boat Parade" or "Event"); and

WHEREAS, the Event was previously organized by the Boynton Beach Community Redevelopment Agency (the "CRA"), and Delray Beach has historically contributed funding and in-kind support toward the Event pursuant to informal, verbal arrangements; and

WHEREAS, beginning with the 2026 Event, Boynton Beach has assumed the role of lead organizer of the Event (the "Event Lead"); and

WHEREAS, the Parties desire to memorialize in writing their respective roles, responsibilities, and financial contributions with respect to the Event; and

WHEREAS, the Event promotes tourism, supports local businesses, and provides a free community celebration for the residents and visitors of both municipalities, and the Parties find that their cooperation on the Event serves a valid municipal and public purpose; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the Parties hereby agree as follows:

SECTION 1. PURPOSE

(a) This Agreement constitutes an interlocal agreement authorized by Section 163.01, Florida Statutes, being a joint exercise of power shared in common, which any municipality could exercise separately and shall be filed with the Clerk of Circuit Court in and for Palm Beach County, Florida. The truth and accuracy of each recital clause set forth above is acknowledged by the Parties.

(b) The purpose of this Interlocal Agreement is to set forth the terms under which the Parties will cooperate in planning, funding, and conducting the Holiday Boat Parade, including Delray Beach's annual financial contribution toward shared Event costs and the in-kind services to be provided by each Party. A general description of the Event, including the anticipated parade route, is attached hereto as **Exhibit A**.

SECTION 2. TERM OF AGREEMENT

(a) This Interlocal Agreement shall become effective upon being executed by both Parties.

(b) The initial term of this Interlocal Agreement shall continue through the completion of the 2026 Event.

(c) Upon expiration of the initial term, this Interlocal Agreement shall automatically renew for up to four (4) successive one-year terms, each covering one (1) annual Event, for a total of up to five (5) annual Events, unless either Party provides written notice of non-renewal to the other Party no later than June 1 of the applicable year. Each renewal term is subject to annual appropriation as provided in Section 7.

SECTION 3. TERMINATION

This Interlocal Agreement shall not be terminated by either Party, at any time during the term, unless:

(a) Agreed to in writing by both Parties;

(b) Either Party provides written notice of termination to the other Party no later than one hundred twenty (120) days prior to the scheduled date of the Event for the applicable year;

(c) Funds are not appropriated as provided in Section 7; or

(d) As otherwise provided in this Agreement.

In the event of termination, Delray Beach shall remain responsible for its share of Eligible Costs (as defined below) that Boynton Beach incurred or irrevocably committed in reliance on this Agreement prior to the effective date of termination, not to exceed the Annual Contribution for the applicable Event year.

SECTION 4. RESPONSIBILITIES OF BOYNTON BEACH AS EVENT LEAD

As Event Lead, Boynton Beach shall:

(a) Serve as the primary organizer of the Event, including setting the Event date in consultation with Delray Beach, and coordinating overall Event planning, scheduling, and logistics;

(b) Obtain the marine event permit from the United States Coast Guard and any other Event-wide permits or approvals, and obtain all required permits and approvals for bridges and other facilities along the parade route located within the municipal boundaries of Boynton Beach;

(c) Manage participant registration;

(d) Procure and contract for the goods and services necessary for the Event, including marketing, cash prizes and awards, the Captains' Meeting, the Awards Dinner, and event shirts, in accordance with Boynton Beach's procurement policies;

(e) Establish the judging categories and criteria and coordinate the judging process;

(f) Recognize Delray Beach as an Event partner in Event marketing and promotional materials, using Delray Beach's name and logo as approved by Delray Beach, and coordinate with Delray Beach on press releases and public announcements regarding the Event; and

(g) Provide Delray Beach with periodic planning updates and invite Delray Beach's Event Coordinator to participate in Event planning meetings.

SECTION 5. RESPONSIBILITIES OF DELRAY BEACH

(a) **Annual Contribution**. Delray Beach shall contribute Five Thousand Dollars ($5,000.00) for each Event year during the term of this Agreement (the "Annual Contribution") toward the direct costs of the Event, excluding each Party's own staff time and internal costs (collectively, "Eligible Costs"), including without limitation: (i) marketing, advertising, signage, and promotional materials; (ii) cash prizes and awards; (iii) the pre-parade Captains' Meeting and post-parade Awards Dinner; and (iv) event shirts.

(b) **In-Kind Support**. In addition to the Annual Contribution, Delray Beach shall, at its own cost:

(i) Obtain all required permits and approvals and coordinate bridge openings for bridges along the parade route located within the municipal boundaries of Delray Beach, and provide copies of such permits and approvals to Boynton Beach no later than thirty (30) days prior to the Event;

(ii) Coordinate assistance with securing a restaurant or venue for the Captains' Meeting and post-parade Awards Dinner, as requested by Boynton Beach;

(iii) Use reasonable efforts to solicit and secure donations of goods for Event giveaways, and deliver such donations to Boynton Beach no later than fourteen (14) days prior to the Event; and

(iv) Provide at least one (1) Delray Beach representative to attend the Event watch party and serve as a parade judge.

SECTION 6. PAYMENT, USE OF FUNDS, AND RECONCILIATION

(a) Boynton Beach shall invoice Delray Beach for the Annual Contribution once each Event year. Delray Beach shall pay the Annual Contribution to Boynton Beach within forty-five (45) days after receipt of the invoice.

(b) The Annual Contribution shall be used solely for Eligible Costs. Delray Beach shall have no obligation to contribute any amount in excess of the Annual Contribution in any Event year.

(c) If an Event is canceled or postponed due to weather, Force Majeure, or any other cause, the Annual Contribution shall be applied only to Eligible Costs actually incurred or irrevocably committed for that Event, and any unexpended balance shall be refunded to Delray Beach upon request.

(d) Any change to the amount of the Annual Contribution shall require a written amendment to this Agreement in accordance with Section 15(c).

SECTION 7. ANNUAL APPROPRIATION

The obligations of each Party under this Interlocal Agreement for any fiscal year are subject to and contingent upon the budgeting and appropriation of sufficient funds by that Party's City Commission. If either Party does not appropriate sufficient funds for an Event year, that Party shall notify the other Party in writing as soon as practicable, and in no event later than ninety (90) days prior to the scheduled date of the Event, and this Interlocal Agreement shall terminate without penalty as to that Event year and all subsequent Event years.

SECTION 8. SHARED RESPONSIBILITIES

(a) **Event Coordinators**. Each Party shall designate an Event Coordinator, identified in Section 12, to serve as that Party's primary point of contact for day-to-day Event planning. Either Party may change its Event Coordinator by written notice, which may be given by email.

(b) **Public Safety**. Each Party shall provide, at its own cost, the law enforcement, marine patrol, and fire-rescue resources within its municipal boundaries that it determines are necessary for public safety during the Event.

(c) **Use of Names and Logos**. Each Party grants the other Party a limited, non-exclusive, revocable right to use its name and logo solely for the purpose of promoting the Event during the term of this Agreement, subject to the granting Party's prior approval of each use.

(d) **Staff Costs**. Except as expressly provided in this Agreement, each Party shall bear its own staff time, overhead, and other internal costs incurred in performing its obligations under this Agreement.

(e) **Annual Event Details**. Exhibit A describes the 2026 Event. For each subsequent Event year, Boynton Beach shall provide Delray Beach with an updated Exhibit A reflecting that year's Event date, schedule, route, and venues. The Event Coordinators may update Exhibit A by mutual written agreement, which may be given by email, without a formal amendment under Section 15(c), provided that no such update changes the Annual Contribution or either Party's responsibilities under Sections 4 and 5.

SECTION 9. PUBLIC RECORDS

The Parties are public agencies subject to Chapter 119, Fla. Stat. The Parties shall comply with all public records laws in accordance with Chapter 119, Fla. Stat. In accordance with state law, the Parties agree to:

(a) Keep and maintain all records that ordinarily and necessarily would be required by the Parties;

(b) Provide the public with access to public records on the same terms and conditions that the Parties would provide for the records and at a cost that does not exceed the costs provided in Chapter 119, Fla. Stat. or as otherwise provided by law;

(c) Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law; and

(d) Meet all requirements for retaining public records and transfer, at no cost, to the Parties all records in possession of the Parties at the termination of this Agreement and destroy any public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Parties in a format that is compatible with the information technology systems of the Parties.

(e) If either Party does not comply with this section, the non-breaching Party shall enforce the Agreement provisions in accordance with this Agreement and may unilaterally cancel this Agreement in accordance with state law.

SECTION 10. GOVERNMENT IMMUNITY

Except to the extent sovereign immunity may be deemed waived by entering into this Interlocal Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either Party, nor shall anything included herein be construed as consent by either Party to be sued by a third party in any matter arising out of this Agreement. No Party shall be deemed to assume any liability for the negligent or wrongful acts or omissions of the other Party. Each Party is a state agency or political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the acts and omissions of its agents or employees to the extent required by applicable law. This section shall survive the expiration or termination of this Agreement.

SECTION 11. INSURANCE

Each Party is an entity subject to Section 768.28, Florida Statutes. Each Party represents that it is insured and/or self-insured with coverage limits in accordance with state law. Each Party will provide the other Party with written verification of liability protection in accordance with state law upon request throughout the term.

SECTION 12. NOTICE, EVENT COORDINATORS, AND PAYMENT ADDRESS

Unless otherwise stated herein, for notice to a Party to be effective under this Interlocal Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Payments shall be made to the address listed on Boynton Beach's invoice. Addresses may be changed by the applicable Party giving notice of such change in accordance with this Section. Notwithstanding the foregoing, routine Event communications, invoices, and Exhibit A updates may be exchanged by email between the Event Coordinators.

As to City of Boynton Beach:
City of Boynton Beach
Attn: City Manager
100 East Ocean Ave.
Boynton Beach, FL 33435

With a copy to Boynton Beach Event Coordinator:
Bailey Inskeep, Event Coordinator, Recreation & Cultural Services
Email address: inskeepb@bbfl.us
Phone: 561-742-6004

As to City of Delray Beach:
City of Delray Beach
Attn: City Manager
100 NW 1st Avenue
Delray Beach, FL 33444

With a copy to Delray Beach Event Coordinator:
Lynda Wieland
Email address: wielandl@mydelraybeach.com
Phone: 561-243-7252

SECTION 13. FORCE MAJEURE

Except as otherwise provided in this Interlocal Agreement, neither Party shall be deemed in default or in breach of this Interlocal Agreement to the extent it is unable to perform due to an event of Force Majeure. For the purpose of this Interlocal Agreement, Force Majeure shall mean and include any act of God, severe weather, accident, lockout, strike or other labor dispute, riot or civil commotion, act of a public enemy, enactment, rule, or order of government or governmental

instrumentality (whether domestic or international and whether federal, state or local, or the international equivalent thereof), or any other cause of any nature whatsoever beyond the control of either Party, which was not avoidable in the exercise of reasonable care and foresight.

SECTION 14. REMEDIES

Both Parties shall have any and all remedies as permitted by law. The Parties agree, however, to provide for positive dialogue and communications if disputes or disagreements arise as to the application or interpretation of the Interlocal Agreement provisions.

SECTION 15. MISCELLANEOUS PROVISIONS

(a) **Joint Preparation**. The preparation of this Agreement has been a joint effort of the Parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one of the Parties than the other.

(b) **Representation of Authority**. Each individual executing this Agreement on behalf of a Party represents and warrants that they are, on the date they sign this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such Party and that they do so with full legal authority.

(c) **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed on behalf of each Party respectively, by persons authorized to execute same on their behalf.

(d) **Independent Contractors**. This Agreement does not and shall not be construed to make any officer or employee of Boynton Beach an officer or employee of Delray Beach for any purpose whatsoever, nor any officer or employee of Delray Beach an officer or employee of Boynton Beach for any purposes whatsoever. Neither Party is authorized to make or enter into any contract, agreement, or warranty for or on behalf of the other, unless the parties to this Agreement have entered into a written agreement expressly authorizing such.

(e) **Third-Party Beneficiaries**. Neither Boynton Beach nor Delray Beach intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party, including any Event participant, sponsor, or vendor, shall be entitled to assert a right or claim against either of them based upon this Agreement.

(f) **Non-Discrimination**. The Parties agree no person shall, on the grounds of race, color, religion, sex, gender identity or expression, genetic information, national origin, age, disability, familial status, marital status, or sexual orientation, be excluded from the benefits of or be subjected to any form of discrimination under any activity carried out by the performance of this Interlocal Agreement.

(g) **Severability**. If any terms or provision of this Interlocal Agreement, or the application thereof to any person or circumstance, shall to any extent be held invalid or unenforceable, the remainder of this Interlocal Agreement, or the application of such term or

provision, to any person or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Interlocal Agreement shall be deemed valid and enforceable to the extent permitted by law.

(h) **Governing Law; Venue**. This Interlocal Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce or arising out of this Agreement shall be held exclusively in Palm Beach County, Florida. In any litigation brought to enforce the terms of this Interlocal Agreement, the Parties shall bear their own costs and attorney's fees incurred in connection therewith. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES EXPRESSLY WAIVE ANY RIGHT THE PARTIES MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION OR ANY CLAIM RELATED TO THIS AGREEMENT.**

(i) **Records Retention**. The Parties shall maintain records associated with this Interlocal Agreement, including, but not limited to, all accounts, financial, and technical records, research, or reports in accordance with Florida law.

(j) **Materiality and Waiver or Breach**. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Interlocal Agreement, and each is, therefore, a material term. Any Party's failure to enforce any provision of this Interlocal Agreement shall not be deemed a waiver of such provision or modification of this Interlocal Agreement. A waiver of any breach of a provision of this Interlocal Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Interlocal Agreement.

(k) **Counterparts and Multiple Originals**. This Interlocal Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Interlocal Agreement.

(l) **Compliance with Laws**. Each Party shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Interlocal Agreement.

(m) **Prior Agreements**. This Interlocal Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Interlocal Agreement and supersedes all prior and contemporaneous negotiations, discussions, and informal or verbal arrangements regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Interlocal Agreement are contained herein.

(n) **Assignment**. Neither this Interlocal Agreement nor any term or provision hereof or right hereunder shall be assignable by either Party without the prior written consent of the other Party.

(o) **Interpretation**. The headings contained in this Interlocal Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Interlocal Agreement. All personal pronouns used in this Interlocal Agreement shall include any

other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Interlocal Agreement as a whole and not to any particular sentence, paragraph, or section where they appear unless the context otherwise requires. Whenever reference is made to a section or article of this Interlocal Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article.

(p) **Filing**. This Interlocal Agreement and subsequent amendments thereto shall be filed by the Parties with the Clerk of the Circuit Court of Palm Beach County, Florida, in conformance with Section 163.01(11), Florida Statutes.

(Signatures on Following Pages)

INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND THE CITY OF DELRAY BEACH (HOLIDAY BOAT PARADE)

IN WITNESS WHEREOF, the City of Boynton Beach has made and executed this Interlocal Agreement, signing by and through its Mayor, authorized to execute same by City Commission action on the _____ day of _____, 2026.

CITY OF BOYNTON BEACH

By: _____
Rebecca Shelton, Mayor

ATTEST:

_____
Tammy Stanzione, City Clerk

Approved as to form

By: _____
City Attorney's Office

INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND THE CITY OF DELRAY BEACH (HOLIDAY BOAT PARADE)

IN WITNESS WHEREOF, the City of Delray Beach has made and executed this Interlocal Agreement, signing by and through its Mayor, authorized to execute same by City Commission action on the _____ day of _____, 2026.

CITY OF DELRAY BEACH

By: _____
Thomas F. Carney, Jr., Mayor

ATTEST:

_____
Alexis Givings, City Clerk

Approved as to form

By: _____
Lynn Gelin, City Attorney

EXHIBIT A
EVENT DESCRIPTION AND PARADE ROUTE
(2026 EVENT)

The following describes the 2026 Event. This Exhibit A may be updated for each subsequent Event year in accordance with Section 8(e) of the Agreement.

Item	Description
Event name	Holiday Boat Parade
Event date and time	Friday, December 11, 2026, 6:00 PM to 9:00 PM;
Boat staging and departure	Old Key Lime House, Lantana
Parade schedule (approximate)	6:00 PM – Event starts at Boynton Harbor Marina; 6:30 PM – Boats depart from Old Key Lime House; 7:15 PM – Boats pass Boynton Harbor Marina; 7:30 PM – Woolbright Rd.; 8:00 PM – George Bush Blvd.
Parade route	Southbound along the Intracoastal Waterway from Old Key Lime House to the C-15 canal near the Linton Blvd. bridge
Bridges within Boynton Beach (Boynton Beach responsible)	Ocean Ave. bridge; Woolbright Rd. bridge
Bridges within Delray Beach (Delray Beach responsible)	George Bush Blvd. bridge; E Atlantic Ave bridge; Linton Blvd. bridge
Captains' Meeting (pre-parade)	Wednesday, December 9, 2026, Ford's Garage, 365 N Congress Ave., Boynton Beach, FL 33426,
Awards Dinner (post-parade)	Wednesday, December 16, 2026, Ford's Garage, 365 N Congress Ave., Boynton Beach, FL 33426,

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 11/ 5/2026

Consideration of the Revision to "Exhibit A" to the Interlocal Agreement between the Boynton Beach CRA and the City of Boynton Beach for Funding Construction and Professional Services.

Requested Action: Approve the Revision to "Exhibit A"

Explanation of Request: On November 7, 2023, the CRA and City entered into an Interlocal Agreement (ILA) to provide CRA funding for design activities, materials and equipment, and installation costs associated with the physical improvements for specific projects as outlined in the CRA's Project Fund (see Attachment I - City Resolution R23-161). The ILA details the responsibilities of the City and CRA, the procedures for reimbursement funding to the City, and the reporting requirements by the City to ensure compliance with the Plan and Florida Statutes.

As an overview, the City will be responsible for overseeing the projects, coordinating with the contractor(s) and other entities as necessary for the completion of the projects. Additionally, the City will also be responsible for the maintenance of the improvements as a result of the project, along with contracting with other entities as necessary to comply with applicable codes.

Per Paragraph 4 of the ILA, Exhibit "A" may be updated at any time by the mutual consent of both parties and shall be updated at least annually in a form mutually consented by to by both parties.

On September 8, 2026 the CRA Board approved the the CRA Budget for Fiscal Year 2026-2027 (see Attachment VIII). As part of the budget adoption Exhibit "A" of the ILA will need to be amended accordingly (see Attachment IX).

On October 20, 2026 the CRA Board approved the Revision to "Exhibit A" to the Interlocal Agreement between the Boynton Beach CRA and the City of Boynton Beach for Funding Construction and Professional Services.

Budgeted Item: Yes

Attachments:
Attachement I - FY26-27 Exhibit A - per budget approval

Attachment II - CRA FY 26-27 Budget with Signed Reso
Attachment III - R23-161 - ILA for Funding Construction and Professional Services

EXHIBIT "A"

Fiscal Year 2026-2027 Projects

City Project #	Project Name	BBCRA Funding
1	Marina Upgrades (conduit & pump replacement)	$325,000
2	Historic Woman's Club of Boynton Beach (programming & design)	$100,000
3	4th Street Streetscape Improvement Design	$100,000
4	Pence Park Design, Permit & Construction	$4,500,000
5	Federal Highway Streetscape	$450,000
6	Cottage District Road Improvement Design	$200,000
7	MLK Jr. Boulevard Streetscape Improvements Design	$100,000
8	West Boynton Beach Blvd. (demolitions & FPL relocations)	$1,000,000
9	Coquina Cove Conduit Installation	$400,000
10	MLK Entry Feature Construction	$350,000
	FY 2026-2027 Total	**$7,525,000**

RESOLUTION NO: R26-02

RESOLUTION OF THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY ADOPTING A BUDGET FOR THE FISCAL YEAR OCTOBER 1, 2026 TO SEPTEMBER 30, 2026, AND PROVIDING AN EFFECTIVE DATE.

W I T N E SS E T H:

WHEREAS, the BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY (BBCRA), in order to implement its Community Redevelopment Plan and provide for its operating expenses, has prepared a Budget for the Fiscal Year beginning October 1, 2026, and ending September 30, 2027, attached hereto as Exhibit "A"; and

WHEREAS, the Budget contains all information required by and otherwise complies with the requirements of Chapters 189 and 163, *Florida Statutes*; and

WHEREAS, the tentative budget has been posted on the BBCRA's website for at least two days prior to the adoption of the budget; and

WHEREAS, the City of Boynton Beach shall receive a copy of the adopted Budget for final adoption by the City; and

WHEREAS, the Board has determined that said Budget is in the public's interest and is necessary to implement the BBCRA's goals and objectives.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Budget attached hereto as Exhibit "A" for financial operations of the Boynton Beach Community Redevelopment Agency for the period from October 1, 2026 through September 30, 2026 is hereby adopted.
2. This Resolution shall take effect immediately upon adoption.

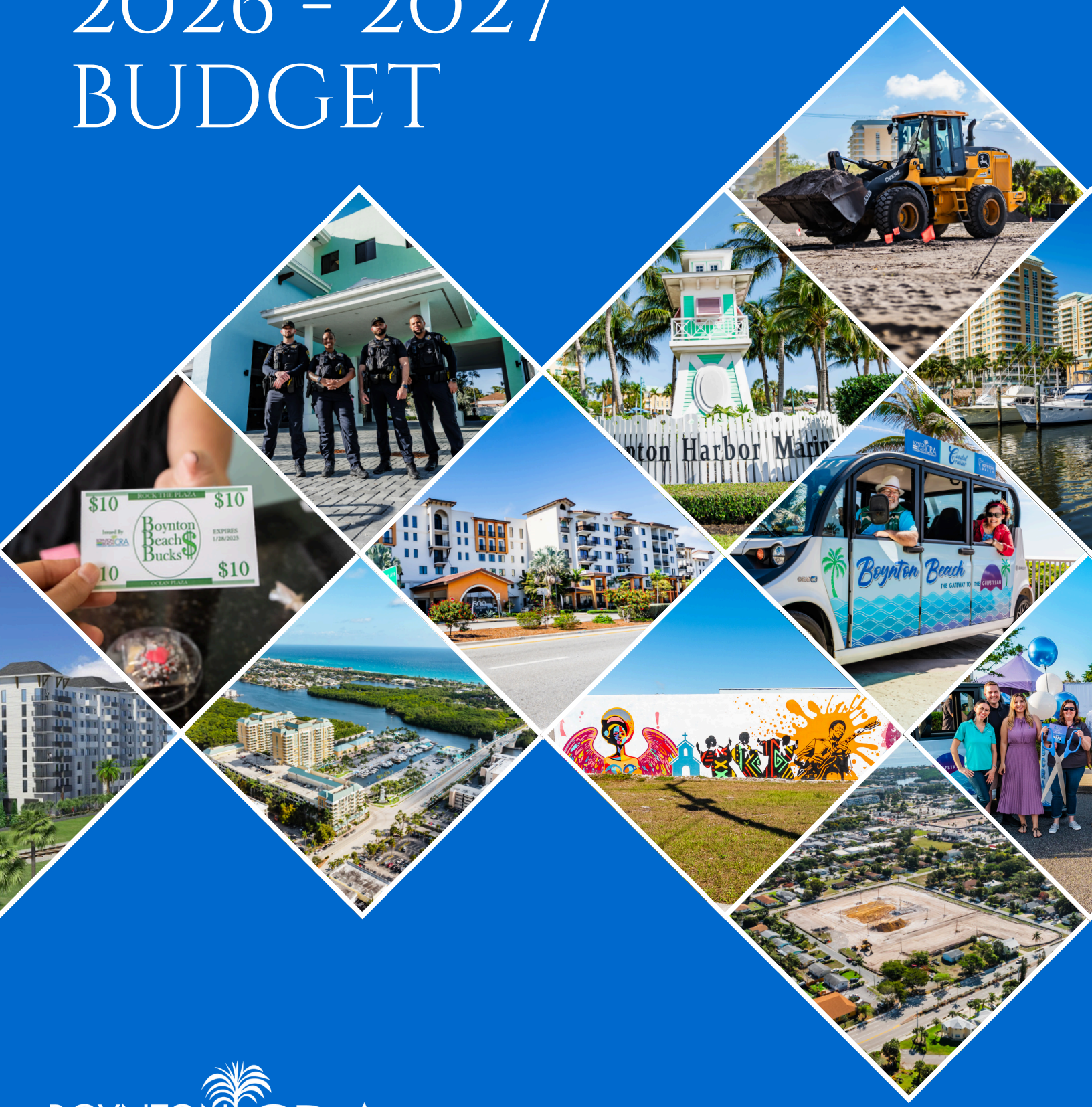
PASSED AND ADOPTED this ___ day of September, 2026.

BOYNTON BEACH COMMUNITY
REDEVELOPMENT AGENCY

By: _____
Rebecca Shelton, Chair

R. Shelton ✓
A. Cruz ✓
M. McCray ✓
T. Turkin ✓
A. Kelley ✓

FISCAL YEAR 2026 - 2027 BUDGET



BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

CRA FUNDING/USES		FY25/26	FY26/27
Tax Increment Revenue		*$26,066,966*	**$26,559,228**
Marina Rents & Fuel Sales		*$1,300,000*	**$1,900,000**
Interest		*$0*	**$1,300,000**
Other Revenue (Lease & Property Sales)		*$0*	**$608,000**
Total Revenue		*$27,366,966*	**$30,367,228**
Debt & Operating Expenses			
Debt Service (Last Payment)		*$2,319,093*	
Operating Expenses		*$4,692,054*	**$3,902,985**
Marina		*$1,300,000*	**$1,398,950**
Sub-Total Debt & Operating Expenses		*$8,311,147*	**$5,301,935**
Tax Increment Revenue Funding Agreement (TIRFA) Payments - Contractual Obligations			
500 Ocean (75% Yrs 1-4; 50% Yrs 5-7; 25% Yrs 8-10)	Year 8►	*$444,621*	**$245,952**
Wells Landing Apartments LLC (15 years) - Remaining balance $1,532,523**	Year 1►	*$105,757*	**$105,757**
Townsqaure funding (City Payment) - Beginning FY 26-27 to FY 43-44, Not to exceed $2,800,000)	Year 7►	*$3,550,000*	**$2,800,000**
Ocean One - (14 Years) not to exceed $9,000,000 - amended 12/9/2025 to **$11,500,000** (est budget year 29-30)			
The Villages (12 Years) Not to exceed $9,100,000 (est budget year 28-29) budget year 29-30)			
Townsquare - Time Equities N. Parcel (7 Years) not to exceed $15,200,000			
Townsquare - Time Equities S. Parcel (10 Years) not to exceed $20,000,000			
City View Apartments - No commitment from the board yet (3750000 - 2400000)			**$1,675,000**
The Pierce - (3 Years) not to exceed $7,000,000			**$4,000,000**
Sub-Total TIRFA / Commitment Payments		*$3,994,621*	**$8,826,709**
Debt Service,Operating & TIRFA		**$12,305,768**	**$14,128,644**

BBCRA FISCAL YEAR 2026-2027 PROJECT FUND WORKSHEET

Transfer from GF	$ 25,065,293
Rollover	$ 15,379,584
Marina Grant	$ 1,300,000
(-)Commitments, TIRFA, Town Square	$ (8,826,709)
	$ 32,918,168

CRA Plan District	Proposed Projects	Project Fund Line Item Allocation Total FY25/26	*Projected Rollover as of 8/31/2026*	Proposed FY26/27 Project Fund Allocations
District Wide	COBB - Beautification Technician (2) (CRA)	$ 147,000		$ 150,000
District Wide	COBB - Code Enforcement Officers (4) (CRA)	$ 308,965		$ 310,000
District Wide	COBB - Engineer/Project Manager (CRA)	$ 160,000		$ 160,000
District Wide	Development Project Related Legal Services	$ 280,000		$ 225,000
District Wide	CRA Plan	$ 300,000	*$ 280,000*	$ 100,000
District Wide	Professional Development Services	$ 339,540	*$ 260,973*	$ 500,000
District Wide	Targeted Property Acquisition & P3 Collaboration	$ 2,220,566	*$ 17,800*	$ 14,600,000
District Wide	Site Work & Demolition	$ 439,000	*$ 383,800*	$ 450,000
District Wide	Adaptive Reuse for Historic Properties	$ 1,350,000	*$ 1,350,000*	$ 800,000
Downtown District	Marina ERM Monitoring Wells and Potential Remediation	$ 300,000	*$ 291,600*	$ 10,000
Downtown District	Marina Seawall	$ 3,500,000	*$ 3,500,000*	$ 4,800,000
Downtown District	Master ILA - Marina Upgrades (condiut, pumps)			$ 325,000
Federal Highway	Master ILA - Historic Woman's Club of BB Programming & Design	$ 500,000		$ 100,000
Downtown District	Master ILA - 4th Street Streetscape Improvement Design	$ 250,000	*$ 250,000*	$ 100,000
Downtown District	Master ILA - Pence Park Design & Permit and Construction	$ 4,400,000	*$ 4,035,000*	$ 4,500,000
Federal Highway	Master ILA - Federal Highway Streetscape	$ 450,000	*$ 450,000*	$ 450,000
Heart of Boynton	Master ILA - Cottage District Road Improvement Design	$ 200,000	*$ 200,000*	$ 200,000
Heart of Boynton	Master ILA - MLK Jr. Blvd Streetscape Improvements Design	$ 800,000	*$ 993,000*	$ 100,000
Boynton Beach Blvd	Master ILA - West Boynton Beach Blvd Demolitions & FPL Relocations	$ 500,000	*$ 500,000*	$ 1,000,000
Federal Highway	Master ILA - Coquina Cove Conduit Installation			$ 400,000
Federal Highway	Master ILA - MLK Entry Feature Construction	$ 350,000	*$ 350,000*	$ 350,000
District Wide	Commercial Economic Redevelopment Grants	$ 620,000		$ 600,000
District Wide	Residential Improvement Grant			$ 80,000
District Wide	Business Relocation Grant			$ 70,000
District Wide	Placemaking Initiatives (District Banners, Marina Placemaking, Temp uses)			$ 266,954
District Wide	Business Promotional Marketing	$ 218,605	*$ 73,000*	$ 200,000
District Wide	Neighborhood Officer Program (NOPs) 7th year of program	$ 1,213,870	*$ 239,302*	$ 1,278,214
District Wide	Ride Share	$ 450,000	*$ 33,861*	$ 425,000
District Wide	Business Development & Promotions	$ 610,000	*$ 176,000*	$ 368,000
District Wide	Removed / Relocated rollover	$ 7,160,000	*$ 1,995,248*	
		$ 27,067,546	*$ 15,379,584*	$ 32,918,168
	ALLOCATION BALANCE			$ (0)

Boynton Beach CRA
General Fund - Budget Summary

	▼		FY 2025-2026		2026-2027 vs. Prior Year Increase/(Decrease)	
	FY 2026-2027		Original	Amended		
REVENUES	Budget		Budget	Budget	Amount	%
Tax Increment Revenue (TIF)	$ 26,559,228	(i)	$ 26,066,966	$ 26,066,966	$ 492,262	2%
Marina Rents & Fuel Sales	$ 1,900,000	(ii)	$ 1,300,000	$ 1,300,000	$ 600,000	46%
Interest	$ 1,300,000	(ii)			$ 1,300,000	100%
Other Revenue (Lease & Property Sales)	$ 608,000	(ii)			$ 608,000	100%
Budget Amendment #1 3/20/2025				$ 2,604,088		
Total Revenues	**$ 30,367,228**		**$ 27,366,966**	**$ 29,971,054**	**$ 3,000,262**	**11%**
EXPENSES						
CRA Board & Advisory Board	**$ 46,500**		**$ 64,500**	**$ 64,500**	**$ (18,000)**	**-28%**
Administration & Operations						
Executive Department	$ 142,450	(iii)	$ 640,200	$ 410,200	$ (497,750)	-78%
Finance Department	$ 154,700	(iii)	$ 365,634	$ 365,634	$ (210,934)	-58%
Planning & Development Department	$ 253,850		$ 304,894	$ 304,894	$ (51,044)	-17%
Marketing & Business Development	$ 105,000	(v)	$ 315,260	$ 315,260	$ (210,260)	-67%
Business Development Department	$ 456,425		$ 217,666	$ 217,666	$ 238,759	110%
Taxes, Employee Benefits, Compensated Absences, Workers Comp	$ 438,000		$ 773,000	$ 773,000	$ (335,000)	-43%
Sub-Total	**$ 1,550,425**		**$ 2,616,654**	**$ 2,386,654**	**$ (1,066,229)**	**-41%**
Other General Fund Expenses						
Insurances	$ 295,000		$ 415,769	$ 415,769	$ (120,769)	-29%
Professional Services	$ 1,037,000	(iv)	$ 345,000	$ 745,000	$ 692,000	201%
Buildings, Grounds, Maintenance	$ 700,000		$ 934,000	$ 934,000	$ (234,000)	-25%
Information Technology	$ 74,060		$ 107,460	$ 107,460	$ (33,400)	-31%
Contingency	$ 200,000		$ 208,671	$ 38,671	$ (8,671)	-4%
Sub-Total	**$ 2,306,060**		**$ 2,010,900**	**$ 2,240,900**	**$ 295,160**	**15%**
Boynton Harbor Marina Fuel Dock & Slips Expenses	**$ 1,398,950**		**$ 1,300,000**	**$ 1,300,000**	**$ 98,950**	**8%**
Total General Fund Operating	**$ 5,301,935**		**$ 5,992,054**	**$ 5,992,054**	**$ (690,119)**	**-12%**
Operating Transfers Out						
Transfer to Debt Service Fund	$ -	(vi)	$ 2,319,093	$ 2,319,093	$ (2,319,093)	-100%
Transfer to Project Fund	$ 25,065,293		$ 19,055,819	$ 21,659,907	$ 6,009,474	32%
Sub-Total	**$ 25,065,293**		**$ 21,374,912**	**$ 23,979,000**	**$ 3,690,381**	**17%**
Total General Fund Expenses & Transfers Out	**$ 30,367,228**		**$ 27,366,966**	**$ 29,971,054**	**$ 3,000,262**	**11%**

(i) Property values in CRA up 4%
(ii) Accounted for revuene not previously budgeted
(iii) Reallocation of funds to Professional Services
(iv) Reallocation of funds from Executeve & Fiannace Budgets
(v) Reallocation of funds to Business Development Budget
(vi) Debt Service has been paid in full

Boynton Beach CRA
Project Fund - Budget Summary

FUNDING SOURCES	2026-2027 Budget	2025-2026 Original Budget	2025-2026 Amended Budget	2025-2026 vs. Prior Year Increase/(Decrease) Amount	%
1. Rollover FY 2023-2024 (see Budget Overview)	**$ 15,379,584**	**$ 21,862,030**	**$ 21,862,030**	**$ (6,482,446)**	
2. Transfers in from General Fund					
Other Financing Sources/Transfers In	**$ 25,065,293**	**$ 19,055,819**	**$ 21,659,907**	**$ 6,009,474**	**24%**
3. Other Revenue/Financing Sources:					
Grant Awards / Appropiations	**$ 1,300,000**			**$ 1,300,000**	**100%**
Total Funding Sources/Revenues & Transfers In	**$ 41,744,877**	**$ 40,917,849**	**$ 43,521,937**	**$ 827,028**	**2%**

EXPENSES	2026-2027 Budget	2025-2026 Original Budget	2025-2026 Amended Budget	2025-2026 vs. Prior Year Increase/(Decrease) Amount	%
Professional & Other Expenses					
Contingency	$ 150,000	$ 225,248	$ 25,248	**$ (75,248)**	**-33%**
Professional Services	$ 1,070,000	$ 1,505,505	$ 1,505,505	**$ (435,505)**	**-29%**
Legal Services	$ 225,000	$ 280,000	$ 280,000	**$ (55,000)**	**-20%**
Sub-Total	**$ 1,445,000**	**$ 2,010,753**	**$ 1,810,753**	**$ (565,753)**	**-28%**
Capital Outlay					
Property Purchases	$ 15,000,000	$ 13,051,000	$ 17,980,088	**$ 1,949,000**	**15%**
BBWC Capital Improvements/Marina Seawall	$ 4,810,000	$ 3,800,000	$ 3,800,000	**$ 1,010,000**	**27%**
Site Work & Demolition Fees	$ 450,000	$ 439,000	$ 439,000	**$ 11,000**	**3%**
Infrastructure & Streetscape	$ 11,125,000	$ 18,000,000	$ 15,250,000	**$ (6,875,000)**	
Sub-Total	**$ 31,385,000**	**$ 35,290,000**	**$ 37,469,088**	**$ (3,905,000)**	**-11%**
Economic Development & Housing Rehab Program					
Economic Development Grant Programs	$ 1,016,954	$ 620,000	$ 1,245,000	**$ 396,954**	**64%**
Marketing Program	$ 200,000	$ 218,605	$ 218,605	**$ (18,605)**	**-9%**
DIFA - Economic Development	$ 6,226,709	$ 444,621	$ 444,621	**$ 5,782,088**	**1300%**
Sub-Total	**$ 7,443,663**	**$ 1,283,226**	**$ 1,908,226**	**$ 6,160,437**	**480%**
Projects & Programs					
Community Police Program	$ 1,278,214	$ 1,273,870	$ 1,273,870	**$ 4,344**	**0%**
Ride Share	$ 425,000	$ 450,000	$ 450,000	**$ (25,000)**	**-6%**
Business Development & Promotions	$ 368,000	$ 610,000	$ 610,000	**$ (242,000)**	**-40%**
Sub-Total	**$ 2,071,214**	**$ 2,333,870**	**$ 2,333,870**	**$ (262,656)**	**-11%**
Total Project Fund Expenses	**$ 42,344,877**	**$ 40,917,849**	**$ 43,521,937**	**$ 1,427,028**	**3%**

FY 2026 COMPREHENSIVE ANNUAL BUDGET- CRA NEIGHBORHOOD POLICING PROGRAM Category	FY 2025	QTY		Notes
Personnel	**FY 25-26**		**FY 26-27**	
Officer Salaries & Incentives *	450,652	4	**467,023**	Salary, Education Incentive
Officer Benefits-Pension	275,528	4	**291,387**	Pension
Officer Benefits	92,277	4	**92,114**	Healthcare, Dental, Vision, FICA
Officer Overtime	100,000	4	**107,650**	
Proposed Sergeant Salary & Incentive	244892	1	**265,790**	Salary, Education Incentive (AVG)
Total Personnel Costs	**$ 1,163,349**		**$ 1,223,964**	
Operating Expenses				
Cell Phones Service Plan	4,456	4.75	**5,000**	Cell Phones for CRA Officers
Office Supplies / Misc Supplies	3,000		**3,150**	Office Supplies (incl printer/ copier)
Office Electric, Cable/ Internet, water/sewage	13,000	12	**13,650**	Monthly Operating Cost
Office Space Monthly Maintenance	2,250	12	**2,500**	AC Filters/Repairs etc.
Office Cleaning	2,250	12	**2,500**	City Cleaning Crew
Uniform	3,469	4.75	**4,000**	Uniforms,belts
Community Events/Promotions	7,000	1	**7,350**	Youth Programs
Training	10,094	4.75	**10,600**	CPTED, STEP academy
Total Operating Expense	**$ 45,519**		**$ 48,750**	
Equipment				
Misc. Equipment - As needed	5,000	1	**5,500**	Misc. Equipment
Volcanic 2024 Approach Patrol Bike		2		
Volcanic Frame Bike Patrol Bags		4		
Niterider Digital Patrol LED Police Bike Liight		4		
Niterider Police Tail Light		4		
Total Equipment Costs	**$ 5,000**		**$ 5,500**	
Total Proposed Program Expenses	**$ 1,213,868**		**$ 1,278,214**	
FY 2026 ILA Amount			**$ 1,278,214**	

NOTE: All amounts provided by Police Department with exception of Contingency and ILA amount for FY 2025-2026
***Salary and Benefits are subject to change as a result of new FY 2026 PBA Contract.**

Boynton Beach CRA
Debt Service Fund - Budget Summary

Dept. #	Funding Source	▼ FY 2026-2027 Budget	▼ FY 2025-2026 Budget	FY 2024-2025 Original Budget	FY 2024-2025 Amended Budget
49900	**Transfers In from General Fund**	**$ -**	**$ 2,319,093**	**$ 2,317,425**	**$ 2,317,425**
	Expenses				
	Series 2012 (formerly Series 2004 & Series 2005A) - PNC Bank				
59800-814	Principal	$ -	$ 1,530,000	$ 1,487,000	$ 1,487,000
59800-824	Interest	$ -	$ 39,168	$ 77,235	$ 77,235
	Sub-Total	$ -	$ 1,569,168	$ 1,564,235	$ 1,564,235
	Series 2015 (formerly Series 2005B) - BB&T				
59800-815	Principal	$ -	$ 725,000	$ 705,000	$ 705,000
59800-826	Interest	$ -	$ 23,925	$ 47,190	$ 47,190
	Sub-Total	$ -	$ 748,925	$ 752,190	$ 752,190
59800-830	**Financial Agent Fees**	$ -	$ 1,000	$ 1,000	$ 1,000
	Total Debt Service Expenses	**$ -**	**$ 2,319,093**	**$ 2,317,425**	**$ 2,317,425**

BOYNTON BEACH CRA
TAX INCREMENT REVENUE ("TIR") ESTIMATE - FY 2026-2027

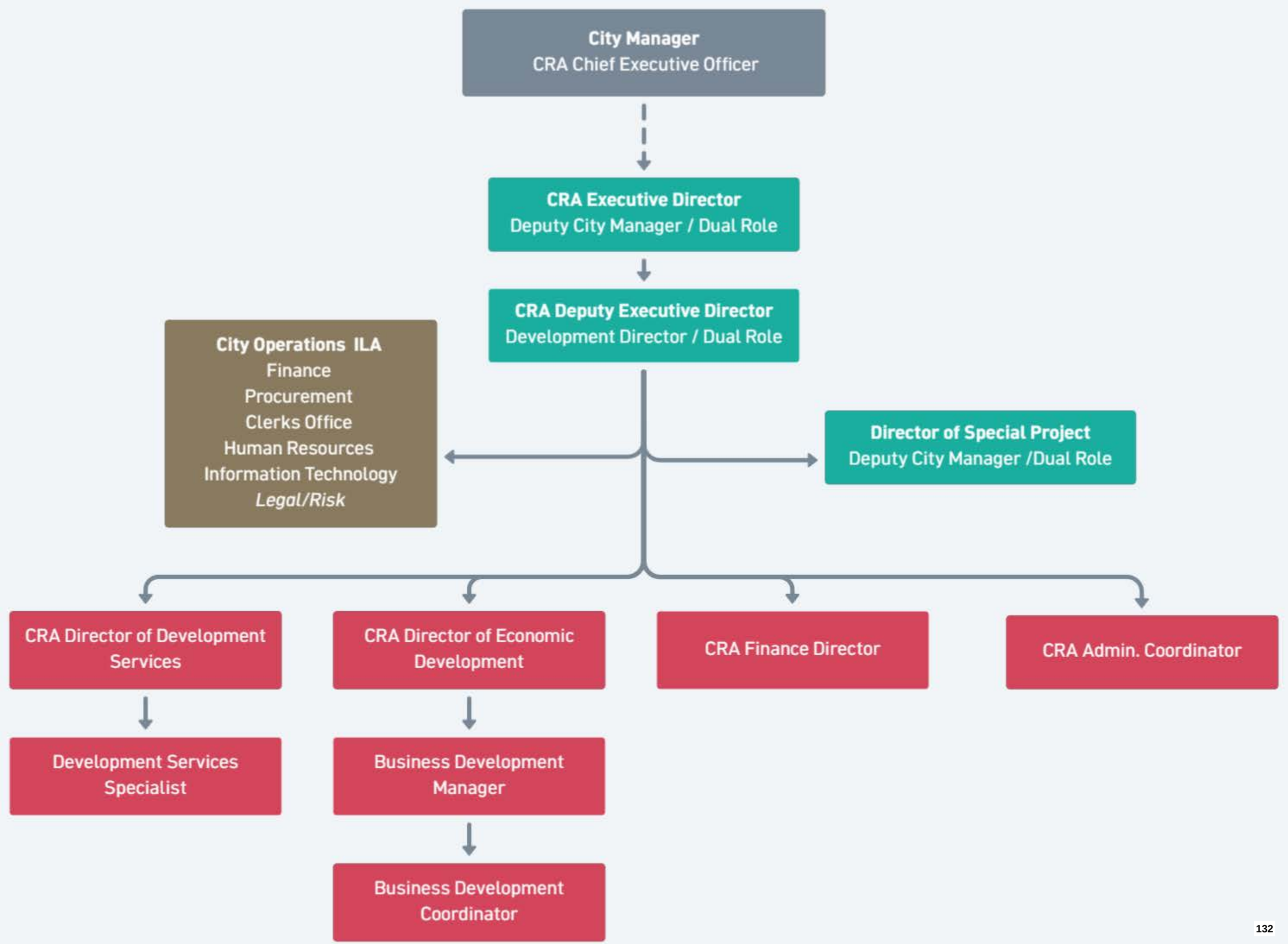
As of: June 2026

1. ASSESSED VALUATIONS

ASSESSED VALUES	FY 2025-2026	FY 2026-2027
	$ 2,572,358,368	$ 2,677,773,123
	Estimate	Estimate ▲
	As of: 6/26/2025	As of: 6/26/2026
Chg. from Prior Year	$ 166,941,369	Chg. from Prior Year $ 105,414,755
	6.9%	3.9%

2. TAX INCREMENT REVENUE - ESTIMATED FOR NEW BUDGET YEAR

	FY 2025-2026		FY 2026-2027 Estimates	
Assessed Values	$ 2,572,358,368		$ 2,677,773,123	
Less Base Year Value	309,821,849		309,821,849	
TIR Taxable Value	2,262,536,519		2,367,951,274	
95% of Difference (Per Florida Statutes Chapter 163.387(1)(a) Redevelopment Trust Fund)	$ 2,149,409,693		$ 2,249,553,710	
	Assumptions		Assumptions	
	No Millage Change City & County			
Millage Rates				
City	7.7500		7.4257	
County	4.5000		4.5000	
		% of Total TIR		% of Total TIR
Tax Increment Revenue				
City	$ 16,657,925	63%	$ 16,704,511	62%
County	$ 9,672,344	37%	$ 10,122,992	38%
Sub-Total	$ 26,330,269		$ 26,827,503	
1.0% for True-Up	$ 263,303	1% for True-Up	$ 268,275	1% for True-Up
Net TIR	$ 26,066,966		$ 26,559,228	
	Budgeted		▲ Budgeted	
Change from Prev. Year	$ 1,686,333		$ 492,262	
%	6.9%		1.9%	


City Manager
CRA Chief Executive Officer
CRA Executive Director
Deputy City Manager / Dual Role
CRA Deputy Executive Director
Development Director / Dual Role
City Operations ILA
Finance
Procurement
Clerks Office
Human Resources
Information Technology
Legal/Risk
Director of Special Project
Deputy City Manager /Dual Role
CRA Director of Development Services
CRA Director of Economic Development
CRA Finance Director
CRA Admin. Coordinator
Development Services Specialist
Business Development Manager
Business Development Coordinator

RESOLUTION R23-161

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY FOR FUNDING CONSTRUCTION AND PROFESSIONAL SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City will be performing construction projects within the Community Redevelopment Area (CRA) to reduce slum, blight, and enhance the redevelopment properties; and

WHEREAS, The CRA will provide the funding for the projects and will provide annual updates; and

WHEREAS, The agreement will serve as a municipal and public purpose and be consistent with the 2016 CRA plan and requirements of Chapter 163, Florida Statutes; and

WHEREAS, the City Commission of the City of Boynton Beach upon recommendation of staff, deems it to be in the best interest of the citizens and residents of the City of Boynton Beach to approve and authorize the Mayor to sign an Interlocal Agreement between the City of Boynton Beach and the Boynton Beach Community Redevelopment Agency for funding Construction and Professional Services.

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

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

Section 2. The City Commission of the City of Boynton Beach hereby approves and authorizes the Mayor to sign an Interlocal Agreement between the City of Boynton Beach and the Boynton Beach Community Redevelopment Agency for funding Construction and Professional Services. A copy of the Interlocal Agreement is attached hereto and made a part hereof by reference as Exhibit "A."

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

PASSED AND ADOPTED this 7th day of November, 2023.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	✓	
Vice Mayor – Thomas Turkin	✓	
Commissioner – Angela Cruz	✓	
Commissioner – Woodrow L. Hay	✓	
Commissioner – Aimee Kelley	✓	
VOTE	5-0	

ATTEST:

Maylee De Jesús, MPA, MMC
City Clerk

Ty Penserga
Mayor

(Corporate Seal)

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

APPROVED AS TO FORM:

Shawna G. Lamb
City Attorney

INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY FOR FUNDING CONSTRUCTION/PROFESSIONAL SERVICES

THIS AGREEMENT is made this 7th day of November 2023, by and between the **CITY OF BOYNTON BEACH,** a Florida municipal corporation (hereinafter referred to as **"CITY"**), and the **BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY,** a public body corporate and politic, duly created and operated pursuant to Chapter 163, Florida Statutes (hereinafter referred to as the **"BBCRA"**).

WITNESSETH:

WHEREAS, the **CITY** will be performing various construction projects located in the Community Redevelopment Area as shown in Exhibit "A" (collectively, the "Projects" and each individually a "Project"); and

WHEREAS, the Projects provide improvements to the Community Redevelopment Area ("CRA Area") that are anticipated to reduce slum and blight and enhance the redevelopment potential of properties within the CRA Area; and

WHEREAS, the **BBCRA** is providing funding for the Projects in the amounts identified in Exhibit "A;" and

WHEREAS, the parties anticipate updating Exhibit "A" on at least an annual basis; and

WHEREAS, the **CITY** and the **BBCRA** find that this Agreement serves a municipal and public purpose and is consistent with and in furtherance of the 2016 Boynton Beach Community Redevelopment Plan ("Plan") and the requirements of Chapter 163, Florida Statutes;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the sufficiency of which both parties hereby acknowledge, the parties hereby agree as follows:

1. **Incorporation.** The recitations set forth above are hereby incorporated herein.

2. **Funding.** The **BBCRA** shall provide funding to the **CITY** for the Projects included in Exhibit "A." The amount of funding for each Project shall not exceed the amount listed for each Project included in Exhibit "A." Such payment shall be made to the **CITY** for physical improvements as part of the Projects, consistent with the terms of this Agreement, to be used for reimbursement of certain eligible costs. The **BBCRA** shall make payments to the **CITY** upon receipt of a complete written request from the **CITY** for payment, which request shall comply with all requirements of this Agreement. Funding described in Exhibit A may not be transferred between Projects without the express consent of the **BBCRA.**

3. **Limitations on Use of Funding.** Funding for the Projects included in Exhibit "A" shall be used for actual planning, design, and construction costs, as well as other costs directly related to the Projects construction, including, but not limited to, testing, inspection, and utility relocation costs (collectively, "eligible expenses"). This provision does not preclude the **BBCRA** from performing the referenced tasks for Projects included in Exhibit "A" if mutually agreed upon by the **CITY** and **BBCRA**.

4. **Annual Update to Exhibit "A."** Exhibit "A" to this Agreement may be updated at any time by the mutual consent of both parties and shall be updated at least annually in a form mutually consented to by both parties. At such time as each party adopts an identical Exhibit "A" in a duly noticed public meeting, this Agreement shall be deemed amended such that the most recently adopted Exhibit "A" replaces the prior version of the Exhibit "A" in this Agreement without further action by the parties. Except as expressly stated in this paragraph, all modifications to the Agreement shall be in accordance with Paragraph **11-Entire Agreement**.

5. **Reimbursement Request.** The **CITY** shall provide a complete written request

for reimbursement of eligible expenses ("Reimbursement Request") to the **BBCRA** no later than 180 days after payment by the **CITY** of funds for which it is seeking reimbursement, and in no case later than 180 days after the Project achieves final completion. For purposes of this Agreement, final completion shall be deemed achieved upon issuance of a Certificate of Completion or the equivalent. The request shall include the following information:

i. The amount of reimbursement requested;

ii. A summary of the Project improvements for which the **CITY** seeks reimbursement;

iii. A statement that the Project is in compliance with the Plan and Florida Statutes, that the funding will be used only for reimbursement of eligible expenses that are consistent with the **BBCRA**'s requirements and restrictions pursuant to Florida law, and evidence supporting the statement;

iv. Copies of all invoices, receipts, and any other documentation necessary to evidence the amount and purpose for each payment made by the **CITY** for the Project for which the **CITY** is seeking reimbursement; and

v. For any Reimbursement Request submitted after final completion, a fully executed Certificate of Completion or equivalent.

a. The **CRA** shall remit funding in the amount requested, consistent with this Agreement, to the **CITY** within thirty (30) days of receipt of a complete Reimbursement Request from the **CITY** that meets the requirements of

this Agreement.

b. If the **CITY** fails to submit a Reimbursement Request within 180 days after the Project achieves final completion, the **CITY** will no longer be eligible to receive any reimbursement, and this Agreement shall terminate with respect to that Project. If the **CITY** submits a Reimbursement Request that the **BBCRA** deems incomplete, the **BBCRA** shall notify the **CITY** in writing. The **BBCRA** may ask for additional documentation that could reasonably be used to evaluate or support the Reimbursement Request. The **CITY** shall have 30 days from receipt of the notice to provide the necessary documentation to complete the Reimbursement Request. If the **CITY** fails to provide the documentation required by the **BBCRA** within 30 days, the **CITY** shall only be eligible for the portion of the Reimbursement Request, if any, that the **BBCRA** deems complete and eligible. The **BBCRA** will not reimburse the **CITY** for any portion of the request the **BBCRA** deems ineligible for reimbursement.

6. **Limitation of Responsibility.** The Parties agree that the **BBCRA** shall only be responsible for providing reimbursement to the **CITY** for eligible expenses for the Project after receiving a complete Reimbursement Request that meets the requirements of this Agreement and shall not otherwise be responsible for effectuating the Project.

7. **Change Orders.** The **CITY** shall provide a written request to the **BBCRA** for approval of any change order that will result in a request for an increase in the funding for a Project to be provided by the **BBCRA.** The **CITY** shall submit the written request to the **BBCRA** prior to the **CITY's** approval of the change order or execution of any work covered

by the change order. Failure to obtain the **BBCRA's** approval of the funding for the change order shall be a basis for the **BBCRA** to deny additional funding to the **CITY** for the Project identified in the change order. The **CITY** and the **BBCRA** agree and acknowledge that the approval of a change order does not require an amendment to this Agreement so long as the total amount of funding identified in Exhibit "A" is not exceeded.

8. **Term.** The term of this Agreement shall commence upon execution by both parties, and this Agreement shall continue until either party delivers written notice to the other party of its intent to terminate this Agreement or 60 days after the **CITY** receives the final invoice from the contractor or professional for the last of the Projects included in Exhibit "A." Notwithstanding the foregoing, once the **CITY** has executed a contract with a contractor or professional for a particular Project, the **BBCRA** shall not be allowed to withdraw its funding for that particular Project for the amount identified in Exhibit "A." If the **CITY** terminates this Agreement, the **CITY** shall refund to the **BBCRA** any funding that was provided to the **CITY** but was not paid to the contractor or professional for the Project as of the date of determination. If the total funds the **CITY** requires to complete a particular Project, as identified in Exhibit "A," are less than the amount paid by the **BBCRA** to the **CITY** for a particular Project, the **CITY** shall refund to the **BBCRA** any and all funds provided to the **CITY** that exceed the amount the **CITY** paid to the contractor or professional for the particular Project.

9. **Reporting Requirement.** Once the **BBCRA** provides any funding for any of the Projects identified in Exhibit "A," the **CITY** shall provide the **BBCRA** with monthly reports detailing the progress of such Projects, including, but not limited to, the contract amount, the amount of funds paid to the contractor or professional, the status of the Project, and the total of any change orders related to the Project.

10. **Publicity.** The **CITY** shall ensure that all publicity, public relations,

advertisements, and signs related to the **CITY's** involvement in a Project also recognize the **BBCRA** for the support of all activities conducted with the funds provided by the **BBCRA.** The use of the **BBCRA** logo is permissible, but all materials using the **BBCRA** logo must be approved by the **BBCRA** Executive Director or his or her designee prior to use. Upon request by the **BBCRA, CITY** shall provide proof of the use of the **BBCRA** logo as required by this paragraph. The **BBCRA** may also produce and utilize publicity, public relations, advertisements, and signs to indicate its involvement with a Project.

11. **Entire Agreement.** No prior or present agreements or representations with regard to any subject matter contained within this Agreement shall be binding on any party unless included expressly in this Agreement. Any modification to this Agreement shall be in writing and executed by the parties.

12. **Severability.** The validity of any portion, article, paragraph, provision, clause, or any portion thereof of this Agreement shall have no force and effect upon the validity of any other part of portion hereof. To that end, this Agreement is declared severable.

13. **No Third-Party Beneficiaries.** No provision of this Agreement 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 Agreement, including but not limited to any citizen or employees of the **CITY** or the **BBCRA**.

14. **No Assignment.** The Parties may not transfer or assign this Agreement in whole or in part without prior written consent of the other, which may be granted or withheld at such Parties' absolute discretion.

15. **Indemnification**. The **CITY** shall indemnify, save, and hold harmless the **BBCRA**, its agents, and its employees from any liability, claim, demand, suit, loss, cost, expense or damage that may be asserted, claimed, or recovered against or from the **BBCRA**, its agents, or its employees, by reason of any property damages or personal injury, including death, sustained by any person whomsoever, which damage is incidental to, occurs as a result

of, arises out of, or is otherwise related to the negligent or wrongful conduct of persons or the faulty equipment (including equipment installation and removal) associated with the Project. Nothing in this Agreement shall be deemed to affect the rights, privileges, and sovereign immunities of the **BBCRA** or the **CITY** as set forth in section 768.28, Florida Statutes. This paragraph shall not be construed to require the **CITY** to indemnify the **BBCRA** for **BBCRA**'s own negligence or intentional acts of the **BBCRA**, its agents, or employees. Each party assumes the risk of personal injury and property damage attributable to the acts or omissions of that party and its officers, employees, and agents.

16. **Public Records**. The **CITY** and the **BBCRA** each shall maintain their own records and documents associated with this Agreement in accordance with the requirements set forth in Chapter 119, Florida Statutes. All such records shall be adequate to justify all charges, expenses, and costs incurred in accordance with generally accepted accounting principles. Each Party shall have access to the other Party's books, records, and documents as required in this Agreement for the purpose of inspection or audit during normal business hours during the term of this Agreement and at least one year after the termination of the Agreement.

17. **Filing.** The **CITY** shall file this Interlocal Agreement pursuant to the requirements of section 163.01(11), Florida Statutes.

18. **Governing Law; Venue.** This Agreement shall be governed by and in accordance with the Laws of Florida. The venue for any action arising from this Agreement shall be in Palm Beach County, Florida.

19. This Agreement shall not be valid until signed by the Mayor, the Board Chair of the **BBCRA**, and the City Clerk. The Effective Date shall be the date the last of the Mayor or Board Chair signs this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the day and year first above written.

ATTEST:

City Clerk

CITY OF BOYNTON BEACH, FLORIDA

By ----------
Mayor

Approved as to Form:

Shawna G. Lamb, City Attorney

ATTEST:

Witness

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY, FLORIDA

By----------
Board Chair

I HEREBY CERTIFY THAT I HAVE APPROVED THIS AGREEMENT AS TO FORM:

BBCRA Attorney

EXHIBIT "A"

Fiscal Year 2023-2024 Projects

City Project #	Project Name	BBCRA Funding
1	MLK JR. BOULEVARD STREETSCAPE PROJECT (DESIGN)	$250,000.00
2	JAYCEE PARK PROJECT (CONSTRUCTION)	$250,000.00
3	SEACREST BOULEVARD IMPROVEMENT (DESIGN)	$100,000.00
4	E. OCEAN AVENUE STREETSCAPE (DESIGN)	$100,000.00
5	2023 US 1 BEAUTIFICATION PROJECT (DESIGN)	$100,000.00

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 11/ 5/2026

Proposed Resolution No. R26-203- Approving a Piggyback Agreement with Tanner Industries, Inc., Pursuant to the Piggyback Exemption Under the City of Boynton Beach Purchasing Policy Manual, Section IX(8), Piggybacking Martin County Contract No. RFB2023-352 that authorizes the Purchase and Delivery of Bulk Anhydrous Ammonia for the City's East and West Water Treatment Plants; in an Annual Amount Not to Exceed $60,000.00, with one remaining one-year renewal option, and authorize the Mayor to execute the Agreement and related ordering documents.

Requested Action: Staff recommends approval of resolution number R26-203.

Explanation of Request: The City's East and West Water Treatment Plants use anhydrous ammonia to form chloramines, the disinfectant that keeps drinking water safe throughout the distribution system while holding chlorine disinfection byproducts below United States Environmental Protection Agency standards. Tanner Industries, Inc. has supplied this chemical to the City since October 2021 under a piggyback of City of Stuart Invitation to Bid No. 2021-113. That contract has expired, and a replacement vehicle is required to maintain uninterrupted treatment at both plants.

Staff recommends a Piggyback Agreement with Tanner Industries, Inc. under the Piggyback Exemption in the City of Boynton Beach Purchasing Policy Manual, Section IX(8). On July 10, 2023, the Martin County Board of County Commissioners advertised Request for Bid No. RFB2023-3527 for Chemicals for Water & Wastewater Treatment in The Stuart News and on DemandStar, and opened sealed bids publicly on August 9, 2023. Martin County found Tanner Industries, Inc. to be the lowest, most responsive, responsible bidder for anhydrous ammonia and awarded a three-year contract on September 12, 2023, with two one-year renewal options extending the maximum term to September 11, 2028. Martin County executed the first renewal on July 13, 2026, extending the Master Agreement through September 11, 2027, with pricing and all other terms carried forward unchanged. Procurement Services verified that the price offered to the City is the Martin County contract price: the County's awarded rate of $6.1360 per gallon equals $1.18 per pound at the conversion used in the vendor's bid, which is the rate quoted to the City and is firm through September 11, 2027. The proposed Agreement commences October 1, 2026, and runs through September 11, 2027, coterminous with the Martin County Master Agreement, with one remaining renewal option. It caps annual spending at $60,000, requires delivery within 72 hours of a purchase order, permits the City to terminate for convenience on fourteen days' notice, and names the City as additional insured.

The ammonia is stored at the plants in pressurized tanks leased from the same supplier, a cost not covered by the Martin County contract. The City has leased ammonia storage tanks from this vendor since January 21, 1993, when it entered an Equipment Lease Agreement for three 1,000-gallon tanks. That agreement runs for an initial term and then continues from year to year unless either party gives thirty days' written notice, and the leases that follow it are written the same way. The arrangement has therefore operated on an evergreen basis for more than thirty years, renewing automatically without a further Commission action and without a stated end date. The two tanks currently in service are leased under Equipment Lease Agreements that the City Commission approved by Resolution R16-143 in 2016 and Resolution R20-080 on August 19, 2020, each at $100.00 per month, or $1,200.00 per year. Both are now past their initial terms and continue on the same year-to-year basis. Staff is confirming with the vendor whether the 1993 agreement has been formally terminated or remains open, and will bring the tank leases forward for Commission review rather than allowing them to continue renewing indefinitely by default.

The fiscal impact is an annual aggregate of $62,400.00 from the Utilities operating budget, with no general fund impact: up to $60,000.00 for the purchase and delivery of anhydrous ammonia under this Agreement, and $2,400.00 for storage tank rental under the two existing Equipment Lease Agreements. Periodic pressure-vessel inspection, which the City bears as lessee, is budgeted separately and was $2,000.00 in Fiscal Year 2025-26. This purchase is not grant-funded.

How will this affect city programs or services? Approving this item continues uninterrupted delivery of ammonia to both plants through the existing leased storage tank arrangement and avoids a lapse in supply that would threaten public health and regulatory compliance. The Agreement carries over proven delivery terms, safety requirements, and insurance protections. It also lets the City terminate on short notice if needed.

Budgeted Item: Yes

Account Line Item and Description:

Acct. #401-2811-536.52-35 OPERATING SUPPLIES / PROCESS CHEMICALS

Procurement Methodology Bids and Purchases Only: This purchase is made under the Piggyback Exemption authorized by City Code Section 2-56.1 and the City's Purchasing Policy. The City is piggybacking because a formal solicitation requires drafting, advertising, a bid period, evaluation, and Commission award, which takes considerable time and staff effort. The City's prior contract for anhydrous ammonia has expired, and the East and West Water Treatment Plants rely on this chemical for drinking-water disinfection, so the City cannot risk a gap in supply while a new bid is processed. The Martin County contract avoids that delay because its competitive process is already complete and its pricing is already established. The City receives the County's awarded rate of $1.18 per pound, held firm through September 11, 2027, with no escalation during the term. That gives the City a known, fixed cost for budgeting, an established vendor, and delivery within 72 hours of a purchase order.

In 2023, Martin County awarded Request for Bid No. RFB2023-3527 to Tanner Industries, Inc. as the lowest, most responsive, responsible bidder. On July 13, 2026, the County exercised its first one-year renewal, extending the contract through September 11, 2027. Under the City's Purchasing Policy Manual, the City may purchase through another governmental entity's

competitively bid contract. Tanner has invited the City to piggyback on the Martin County contract at $1.18 per pound delivered, net 30 terms, with pricing firm through September 11, 2027. This price equals the Martin County awarded rate. The City's existing storage tank lease with Tanner is not part of this agreement and remains unchanged.

Fiscal Impact: Annual projected cost annual aggregate of $62,400.00 with vendor.

Attachments:
R26-203 Piggyback_Agreement_-_Tanner_Industries_-_27-005PB_Anhydrous_Ammonia.docx
Exhibit A to Resolution - Agreement - City of Boynton Beach Piggyback Agreement - Tanner Industries Inc - Final - 10.26.2026.pdf
Exhibit A - Tanner Ind. RFB2023-3527_Anhydrous Ammonia WTP 1.pdf
Tanner industries - COI - Risked Approved 09-22-2026.pdf
Tanner_Industries_Piggyback_Compliance_Review - Complete.pdf
Authorizing Signature.pdf

RESOLUTION NO. R26-203

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH TANNER INDUSTRIES, INC., FOR THE PURCHASE AND DELIVERY OF BULK ANHYDROUS AMMONIA FOR THE CITY'S EAST AND WEST WATER TREATMENT PLANTS, FOR A TERM COMMENCING OCTOBER 1, 2026, THROUGH SEPTEMBER 11, 2027, WITH ONE (1) ONE-YEAR RENEWAL OPTION, IN AN ANNUAL AMOUNT NOT TO EXCEED $60,000.00, FOR A TOTAL AMOUNT NOT TO EXCEED $120,000.00 IF THE RENEWAL OPTION IS EXERCISED; PROVIDING AN EFFECTIVE DATE; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City requires the purchase and delivery of anhydrous ammonia in bulk loads to the City's East and West Water Treatment Plants, which is used to disinfect drinking water with chloramines while keeping chlorine disinfection byproducts below United States Environmental Protection Agency standards ("Services"); and

WHEREAS, on July 10, 2023, the Martin County Board of County Commissioners ("Martin County") issued Request for Bid ("RFB") No. RFB2023-3527 to solicit responses from qualified vendors to provide all labor, materials, and services necessary to deliver specified water and wastewater treatment chemicals for the Martin County Utilities & Solid Waste Department on an as-needed basis; and

WHEREAS, Martin County found Tanner Industries, Inc. ("Vendor") to be the lowest, most responsive, responsible bidder and, on September 12, 2023, entered into an agreement with Vendor for an initial three (3) year term from September 12, 2023, through September 11, 2026, with two (2) one-year renewal options through September 11, 2028 (the "Master Agreement"); and

WHEREAS, Martin County has exercised the first one-year renewal option under the Master Agreement, extending the Master Agreement through September 11, 2027; and

WHEREAS, Section IX – Alternatives to Formal Sealed Bids, of the City's Purchasing Policy Manual authorizes the City to piggyback contracts awarded by other governmental agencies where the originating entity complied with requirements equal to or exceeding the City's requirements; and

WHEREAS, the City's Utilities Water Quality and Treatment Department is requesting the

City enter into a Piggyback Agreement with the Vendor to provide continuity in the supply of anhydrous ammonia to the City's water treatment plants at competitively established pricing; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to approve the Piggyback Agreement with the Vendor for the purchase and delivery of bulk anhydrous ammonia in an annual amount not to exceed $60,000.00, for a total amount not to exceed $120,000.00 if the renewal option is exercised.

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, does hereby approve the Piggyback Agreement between Vendor and the City for the purchase and delivery of bulk anhydrous ammonia, for a term commencing October 1, 2026, through September 11, 2027, with one (1) one-year renewal option, in an annual amount not to exceed $60,000.00, for a total amount not to exceed $120,000.00 if the renewal option is exercised (the "Piggyback Agreement"), in form and substance similar to that attached as **Exhibit A**. The City Commission further ratifies any Services provided under the Piggyback Agreement on or after October 1, 2026, at the rates set forth in the Master Agreement.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Piggyback Agreement. The Mayor is further authorized to execute ordering documents up to the annual not-to-exceed amount, an amendment renewing the Piggyback Agreement for the one (1) remaining one-year renewal term, consistent with the renewal of the Master Agreement, any ancillary documents required under the Piggyback Agreement or necessary to accomplish the purposes of this Resolution, and any Amendments to the Piggyback Agreement that do not modify the scope of services or annual not to exceed amount.

SECTION 4. The City Clerk shall retain the fully executed Piggyback Agreement as a public record of the City. A copy of the fully executed Piggyback Agreement shall be provided to

Taralyn Pratt to forward to the Vendor.

SECTION 5. This Resolution shall take effect in accordance with the law.

PASSED AND ADOPTED this _____ day of _____ 2026.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	____	____
Vice Mayor – Thomas Turkin	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Mack McCray	____	____
Commissioner – Aimee Kelley	____	____
VOTE	_____	

ATTEST:

_____
Tammy Stanzione
Interim City Clerk

_____
Rebecca Shelton
Mayor

(Corporate Seal)

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

PIGGYBACK AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND TANNER INDUSTRIES, INC.

This Piggyback Agreement is made as of this __ day of _____, 2026, by and between Tanner Industries, Inc., a Pennsylvania corporation authorized to transact business in the State of Florida with a principal address of 735 Davisville Road, Third Floor, Southampton, PA 18966-3200, hereinafter referred to as "Vendor," and the City of Boynton Beach, a municipal corporation organized and existing under the laws of Florida, with a business address of 100 East Ocean Avenue, Boynton Beach, Florida 33435, hereinafter referred to as "City."

RECITALS

WHEREAS, on September 12, 2023, the Martin County Board of County Commissioners entered into an Agreement ("Master Agreement") with Tanner Industries, Inc. ("Vendor") for Chemicals for Water & Wastewater Treatment; and

WHEREAS, on July 10, 2023, the Martin County Board of County Commissioners issued a "Request for Bid" (RFB) No. RFB2023-3527 to solicit responses from qualified vendors to provide all labor, materials, and services necessary to deliver specified water and wastewater treatment chemicals for Martin County Utilities & Solid Waste Department on an as-needed basis. The Martin County Board of County Commissioners found Tanner Industries, Inc. ("Vendor") to be the lowest, most responsive, responsible bidder and awarded it a three (3) year term contract from September 12, 2023, through September 11, 2026, plus two (2) one-year renewal options (not to exceed 5 years) through September 11, 2028 under RFB No. RFB2023-3527; and

WHEREAS, Martin County has exercised the first one-year renewal option under the Master Agreement, extending the Master Agreement through September 11, 2027; and

WHEREAS, the City's Purchasing Policy Section IX – Alternatives to Formal Sealed Bids, provides authority for the City to acquire or contract for services without utilizing a sealed competitive method or the written quotations method where the desired services are the subject of an agreement that utilizes another government entity's contract, provided that the contract was awarded based strictly on competitive bidding; and

WHEREAS, to provide continuity for the purchase and delivery of Anhydrous Ammonia in bulk loads to the City's East and West Water Treatment Plants, to disinfect drinking water with chloramines to kill viruses and bacteria, while also keeping disinfection byproducts from chlorine below EPA standards in the City of Boynton Beach, the City's Utilities Water Quality and Treatment Department desires to enter into a Piggyback Agreement with the Vendor for the City's Chemicals for the Water Treatment Plants; and

WHEREAS, the Vendor has agreed to allow the City to piggyback the Master Agreement. A copy of the Master Agreement and all Amendments to the Master Agreement are attached as Exhibit "A."

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

AGREEMENT

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

2. **TERM:** The term of this Agreement commences on October 1, 2026, regardless of the later date of full execution by the parties, and will remain in effect until September 11, 2027, with one (1) remaining one-year renewal option (collectively, the "Term"). The initial term and any subsequent renewals of this Agreement are subject to the renewal or extension of the Master Agreement. The Mayor is authorized to execute amendments to renew the Agreement on behalf of the City. If the Master Agreement expires or is terminated during the Term, this Agreement shall terminate no later than six (6) months after such expiration or termination of the Master Agreement.

3. **CONTRACT TERMS:** The Vendor agrees to provide to the City the goods and services described in the Master Agreement, including the supply and delivery of Anhydrous Ammonia (the "Services"), on the same terms and in the same manner outlined in the Master Agreement, except as otherwise provided herein. All recitals, representations, and warranties of Vendor made by Vendor in the Master Agreement are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein, except that all references to the "Martin County Board of County Commissioners," "Martin County," and "COUNTY" are hereby replaced with the "City of Boynton Beach." The City shall compensate Vendor pursuant to the rates outlined in the Master Agreement in an annual amount not to exceed Sixty Thousand Dollars ($60,000.00). The Mayor is authorized to execute ordering documents up to the aggregate annual not-to-exceed amount described herein. In the event of a conflict between the terms of this Agreement and the terms of the Master Agreement or any Vendor quote, invoice, or other Vendor-provided document, the terms of this Agreement shall control.

4. **NOTICES:** All notices under this Agreement shall be in writing by certified mail return receipt requested, or customarily used overnight transmission with proof of delivery, sent to:

City:	Daniel Dugger, City Manager City of Boynton Beach P.O. Box 310 Boynton Beach, Florida 33425 Telephone: (561) 742-6010 / Facsimile: (561) 742-6090
Copy:	Shawna G. Lamb, City Attorney City of Boynton Beach

P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

Vendor: Tanner Industries, Inc.
Contact Name: Matt Tanner
735 Davisville Road, 3rd Floor
Southampton, PA 18966
Telephone: (215) 322-1238
Email: mtanner@tannerind.com

5. **INVOICES AND PAYMENT:** Invoices must identify the PO number and should be mailed to:

Boynton Beach Finance Department
Attn: Accounts Payable
100 E. Ocean Avenue
Boynton Beach, FL 33435
COBBInvoices@bbfl.us

Invoices shall show the nature of the service and date(s) of service. Invoices based on hourly rates shall show the actual hours worked, the person performing services, the nature of the service, the hourly rate, and the date(s) of service. Invoices may be submitted no more frequently than monthly. However, all services rendered before September 30th of any given year must be invoiced by September 30th of that year. Vendor shall provide a W-9 with the first invoice.

The fee shall be paid based on receipt of a proper invoice in accordance with the invoice schedule indicated above. Payment will be made within 45 days of receipt of a proper invoice in accordance with the Local Government Prompt Payment Act, Section 218.70, et seq., Florida Statutes. No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Vendor, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Vendor of liability for the defective, faulty, or incomplete rendition of the services.

6. **SHIPPING; DELIVERY:** The Vendor shall deliver the Anhydrous Ammonia to the location specified in the Purchase Order. The Vendor shall deliver the Anhydrous Ammonia not more than seventy-two (72) hours after receipt of a telephoned, emailed, or written Purchase Order unless such time is extended, in writing, by the City. Any deviations from the requested delivery shall be communicated to the City at the time of ordering. Time is of the essence with respect to this Agreement and delivery. In the event Vendor negligently fails to deliver the Anhydrous Ammonia within the specified time, City may cancel this Agreement and purchase elsewhere without liability for damages for breach of contract, lost profits, or any other damages claim.

All transportation equipment shall be thoroughly clean and free from scale and other foreign matter. Defective tank trucks from which Anhydrous Ammonia cannot be withdrawn because of defective valves, pumps, viscosity, or other reasons shall be rejected and shall be returned at Vendor's expense. Any changes required on the existing equipment

shall be the responsibility of the Vendor, and all costs for these modifications shall be borne by the Vendor.

Vendor shall ensure that the Anhydrous Ammonia shipped is in the correct quantity and meets all specifications, the Purchase Order, and any order release. Deliveries that do not meet these requirements may be rejected and returned to the Vendor at the Vendor's expense.

Vendor's drivers must have personal protective equipment, including chemical goggles, a transparent face shield and hard hat, rubber gloves, rubber boots, a rubber or plastic-coated fabric apron or slicker suit, and a spill pillow. Drivers must wear, at a minimum, chemical goggles and rubber gloves when handling hoses and valves.

Drivers must remain within a safe proximity while the transfer is in progress and continuously monitor for leaking hoses, connections, or other problems. It is the responsibility of the driver to contain leaks and to report any and all spills.

Vendor shall be solely responsible for all spills caused by its operations. Containment, cleanup, and reporting to all applicable agencies of any spills during delivery shall be the responsibility of the Vendor. When applicable, Vendor shall be responsible for proper on-site disposal of residue, as determined by the City, prior to initial delivery.

All Anhydrous Ammonia, transportation, and delivery provided shall comply with all applicable laws, regulations, codes, and standards of the City, Palm Beach County, the State of Florida, the Florida Departments of Commerce and Transportation, the American Water Works Association (AWWA), the American National Standards Institute (ANSI), and the Occupational Safety and Health Act of 1970 (OSHA). In addition, all product supplied shall be certified to NSF/ANSI 60 as required by the Environmental Protection Agency, the Florida Department of Environmental Protection, or the Florida Department of Health in Palm Beach County.

7. **TAX EXEMPT:** Prices applicable to the City do not include applicable state and local sales, use, and related taxes. The City is exempt from state and local sales and use taxes and shall not be invoiced for them. Upon request, the City will provide the Vendor with proof of tax-exempt status.

8. **SOVEREIGN IMMUNITY:** Nothing contained in this Agreement nor contained herein shall be considered nor construed to waive City's rights and immunities under the common law or section 768.28, Florida Statutes, as may be amended.

9. **ATTORNEY'S FEES:** If either Party brings suit for enforcement of the Agreement, each Party shall bear its own attorney's fees and court costs.

10. **PUBLIC RECORDS:** The City is a public agency subject to Chapter 119, Florida Statutes. The Vendor shall comply with Florida's Public Records Law. Specifically, the Vendor shall:

    A. Keep and maintain public records required by the City to perform the service;

B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., or as otherwise provided by law;

C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Vendor shall destroy all copies of such confidential and exempt records remaining in its possession once the Vendor transfers the records in its possession to the City; and

D. Upon completion of the contract, Vendor shall transfer to the City, at no cost to the City, all public records in Vendor's possession. All records stored electronically by Vendor must be provided to the City, upon request from the City's custodian of public records, in a format compatible with the City's information technology systems.

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

CITY CLERK'S OFFICE
100 E. OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435
561-742-6060
CityClerk@bbfl.us

11. **DISCRIMINATORY VENDOR AND SCRUTINIZED COMPANIES LISTS; COUNTRIES OF CONCERN**. Vendor represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" under Sections 215.473 or 215.4725, Florida Statutes. Vendor represents and certifies that it is not, and for the duration of the Term, will not be, ineligible to contract with City on any of the grounds stated in Section 287.135, Florida Statutes. Vendor represents that it is and will remain in compliance with Section 286.101, Florida Statutes, for the duration of the Term.

12. **E-VERIFY**. Vendor shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including registering and using the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Agreement. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the termination date. If this Agreement is terminated for Vendor's violation of the statute, Vendor may not be awarded a public contract for one (1) year after the termination date.

13. **ENTITIES OF FOREIGN CONCERN**. The provisions of this section apply only if Vendor or any subcontractor will have access to an individual's personal identifying

information under this Agreement. Vendor represents and certifies: (i) Vendor is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Vendor; and (iii) Vendor is not organized under the laws of and does not have its principal place of business in, a foreign country of concern. On or before the effective date of this Agreement, Vendor and any subcontractor that will have access to personal identifying information shall submit to City executed affidavit(s) under penalty of perjury, in a form approved by City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of Section 5. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

14. **ANTI-HUMAN TRAFFICKING**. On or before the effective date of this Agreement, Vendor shall provide City with an affidavit attesting that the Vendor does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.

15. **PUBLIC ENTITY CRIME ACT**. Vendor represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and that its entry into this Agreement will not violate that Act. Vendor further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Vendor has been placed on the convicted vendor list.

16. **DISPUTES:** Any disputes that arise between the parties regarding the performance of this Agreement that cannot be resolved through negotiations shall be submitted to a court of competent jurisdiction exclusively in Palm Beach County, Florida. This Agreement shall be construed under Florida Law.

17. **EXECUTION OF THE AGREEMENT:** This Agreement shall become binding once signed by both parties and shall be effective as of the commencement date set forth in Section 2. This Agreement may be signed by the parties in counterparts, which together shall constitute one and the same agreement among the parties. A facsimile signature shall constitute an original signature for all purposes. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute the Agreement on behalf of the Party for whom he or she is signing and to bind and obligate such Party concerning all provisions contained in this Agreement.

18. **TERMINATION FOR CONVENIENCE / OTHER TERMINATION.** This Agreement may be terminated for convenience by the City with at least fourteen (14) days' advance written notice to Vendor. Vendor acknowledges that it has received good, valuable, and sufficient consideration for City's right to terminate this Agreement for convenience, including in the form of City's obligation to provide advance written notice to Vendor of such termination in accordance with this section. This Agreement may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances if the City Manager determines that termination is necessary to protect the public health, safety, or welfare. If this Agreement is terminated by City pursuant to this section, Vendor shall be paid for any Services properly performed

through the termination date specified in the written notice of termination, subject to any right of City to retain any sums otherwise due and payable, and City shall have no further obligation to pay Vendor for Services under this Agreement. In addition to any termination rights stated in this Agreement, City shall be entitled to seek any and all available contractual or other remedies available at law or in equity, including recovery of costs incurred by City due to Vendor's failure to comply with any term(s) of this Agreement.

19. **TERMINATION FOR CAUSE:** In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause should Vendor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure continues for thirty (30) calendar days after receipt by Vendor of written notice of such neglect or failure.

20. **INDEMNIFICATION:** Vendor shall indemnify and hold harmless the City, its elected and appointed officers, agents, assigns and employees, from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs, and expenses, including but not limited to reasonable attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the City to the extent arising out of or resulting from (A) Vendor's negligent performance or breach of Agreement, (B) acts or omissions, negligence, recklessness, or intentional wrongful conduct by Vendor, its agents, employees, subcontractors, participants, and volunteers, and (C) Vendor's failure to take out and maintain insurance as required under this Agreement. Vendor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The obligations of this section shall survive regardless of termination of the Agreement.

21. **INSURANCE:** At the time of execution of this Agreement, the Vendor shall provide the City with a copy of its Certificate of Insurance reflecting the insurance coverage required by the Master Agreement. The Certificate of Insurance shall name the City of Boynton Beach and its officers, employees, and agents as an additional insured.

22. **BONDING:** If required by applicable Florida law, Vendor shall furnish performance and/or payment bonds as required by Florida Statutes, regardless of whether such bonding was required under the Master Agreement. Vendor shall provide proof of bonding to the City prior to commencement of Services if bonding is required by law for the type of services being provided under this Agreement.

23. **LIMITATION OF LIABILITY:** Notwithstanding any provision of the Agreement to which it is applicable, City shall not be liable or responsible to Vendor beyond the amount remaining due to Vendor under the Agreement; and in no event shall Either Party be liable for punitive or exemplary damages or lost profits or consequential damages. Notwithstanding the foregoing, this section shall not limit Vendor's indemnification obligations under this Agreement or the City's costs to procure replacement product due to Vendor's failure to deliver, which the parties agree constitute direct damages.

24. **INDEPENDENT CONTRACTOR:** The Agreement does not create an employee/employer relationship between the Parties. The Parties intend that Vendor is an

independent contractor pursuant to the Agreement and shall not be considered the City's employee for any purpose.

25. **COMPLIANCE WITH LAWS:** Vendor hereby warrants and agrees that at all times material to the Agreement, Vendor shall perform its obligations in compliance with all applicable federal, state, and local laws, rules, and regulations, including section 501.171, Florida Statutes. Non-compliance may constitute a material breach of the Agreement.

26. **ASSIGNMENT:** If this Agreement and any interests granted herein shall be assigned, transferred, or otherwise encumbered under any circumstances by Vendor, Vendor must gain prior written consent from City thirty (30) business days before such transfer. For purposes of this Agreement, any change of ownership of Vendor shall constitute an assignment that requires the City's approval. Notwithstanding the foregoing, Vendor may, without City's consent, assign this Agreement in whole or in part as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets related to this Agreement. Vendor shall provide City written notice of any such corporate reorganization, consolidation, merger, or sale of substantially all of its assets related to this Agreement within thirty (30) calendar days of such event.

27. **PROHIBITION ON USE OF CITY FUNDS FOR DIVERSITY, EQUITY, AND INCLUSION MATERIAL:** Pursuant to Section 287.139, Florida Statutes, Vendor certifies that it does not, and will not, use any City funds to require its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion, as those terms are defined in Sections 125.595(1) and 166.04971(1), Florida Statutes. This certification applies to any contract or grant executed or renewed on or after January 1, 2027. It restricts only the use of City funds and does not apply to equal opportunity or anti-discrimination materials required by state or federal law, or to programs that Vendor funds with its own resources.

28. **AGREEMENT SUBJECT TO FUNDING:** The Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Boynton Beach in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding. Early termination by the City due to loss of funding shall obligate the Vendor to refund any prepaid fees.

29. **ENTIRE AGREEMENT.** The Agreement, including the Master Agreement, sets forth the entire Agreement between the City and the Vendor concerning the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

30. **SEVERABILITY.** If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

31. **PROHIBITED TELECOMMUNICATIONS EQUIPMENT:** Vendor represents and certifies that Vendor and all subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Vendor represents and certifies that Vendor and all subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the Term.

Signature Page to follow

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

CITY OF BOYNTON BEACH:

By: _____
Rebecca Shelton, Mayor
Date: _____

TANNER INDUSTRIES, INC.

By: Lisa Conway

Print Name: Lisa Conway
Title: Sales Administrator
Email Address: sales@tanneric.com
Date: 10-26-26

ATTEST:

_____
Tammy Stanzione, City Clerk

City Attorney's Office
Approved as to Form

By: _____

EXHIBIT "A"
MASTER AGREEMENT BETWEEN THE MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS AND TANNER INDUSTRIES, INC.

TANNER INDUSTRIES, INC.
735 DAVISVILLE ROAD, THIRD FLOOR
SOUTHAMPTON, PA 18966-3200
215-322-1238 FAX 215-322-7725
www.tannerind.com

August 18, 2026

Ms. Taralyn Pratt
City of Boynton Beach
100 E. Ocean Ave
Boynton Beach, FL 33435

Via email: prattt@bbfl.us

Dear Ms. Pratt:

Tanner Industries agrees to extend an invitation to piggy-back off the bid for Martin County Utilities, Contract # RFB2023-3527, for LTL bulk quantities of **Metallurgical Grade Anhydrous Ammonia** for delivery to your facility in Boynton Beach, FL.

$1.18 per pound delivered
Price includes 2 hours unloading time
Terms: Net cash in 30 days
Effective: October 1, 2026
Firm thru: September 11, 2027

If you are in agreement please sign below indicating your approval:

City of Boynton Beach:

Name:_____
Title: _____

Tanner Industries:

Name:_____
Title: Sales Administrator

*Please Note: The storage tank lease agreement between City of Boynton Beach and Tanner Industries, Inc. will remain unchanged.

We appreciate the business you place with us. If we may be of any further service, please do not hesitate to contact us.

Sincerely,
Tanner Industries, Inc.

Matt Tanner
Sales Administrator

This document may be reproduced upon request in an alternative format by contacting the County ADA Coordinator (772) 320-3131, the County Administration Office (772) 288-5400, Florida Relay 711, or by completing our accessibility feedback form at www.martin.fl.us/accessibility-feedback

RENEWAL TO AGREEMENT FOR GOODS AND SERVICES

THIS RENEWAL #1 is made and entered into this 13th day of July, 2026 by and between MARTIN COUNTY, a political subdivision of Florida ("COUNTY"), and TANNER INDUSTRIES, INC. (CONTRACTOR).

WITNESSETH

WHEREAS, the COUNTY and CONTRACTOR entered into an Agreement for Goods & Services to provide CHEMICALS FOR WATER & WASTEWATER TREATMENT pursuant to Martin County Contract #RFB2023-3527 dated September 12, 2023 , and;

WHEREAS, the Term of the Agreement provides for the option to renew for an additional year, and;

WHEREAS, the COUNTY and CONTRACTOR desire to exercise the option to renew that Agreement.

NOW THEREFORE, in consideration of the premises and the mutual benefits which all accrue to the parties hereto in carrying out the terms of this Agreement, it is mutually covenanted and agreed as follows:

1. The COUNTY exercises its option to renew this Agreement for one (1) year pursuant to the Term of the Agreement.
2. The CONTRACTOR agrees to this renewal.
3. The Agreement is hereby renewed until September 11, 2027.
4. Pricing and all remaining terms and conditions of the Agreement not specifically amended herein shall remain in full force and effect.
5. This Contract shall be effective beginning on the date first written above notwithstanding it or some of the Contract documents being signed on a different date.

IN WITNESS WHEREOF, the parties hereto have executed this renewal of this Agreement as of the date first set forth above.

TANNER INDUSTRIES, INC.

Matt Tanner
Sales Administrator

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

Krysti L. Brotherton, NIGP-CPP, CPPO, CPPB
Chief Procurement Officer

Please provide current contact information below and return this renewal with a copy of your most recent Certificate of Liability Insurance:

Name: Matt Tanner
Phone number: (215) 322-1238
Email Address: sales@tannerind.com

From:	Tasha Sapp
To:	sales@tannerind.com
Cc:	Pur_div; Brittany Bassett; Robert Plummer; Samuel Amerson; Jeremy Covey; Cynthia Barber
Subject:	RFB2023-3527: Chemicals for Water & Wastewater Treatment - Contract
Date:	Thursday, September 14, 2023 9:43:36 AM
Attachments:	image001.png 221219_VendorNotificationLtr_PartneringWithPaladinRiskMgmt_COIs.pdf RFB2023-3527_ChemicalsWaterWastewater_TANNER_Contract.pdf

Congratulations!

You have been awarded the Contract for **RFB2023-3527: Chemicals for Water & Wastewater Treatment**. Please sign and return the attached contract to the Purchasing Division (pur_div@martin.fl.us) **via e-mail** (just the signature page) as quickly as possible, no later than **September 28, 2023**, along with a Certificate of Insurance (COI) naming the County as additional insured. Please reference the Contract # & Name on the COI.

Refer to Article 10 for additional information regarding insurance requirements. IMPORTANT: The COI must comply with all minimum insurance requirements outlined in this article.

Note: The County has recently contracted with Paladin Risk Management for Certificate of Insurance (COI) management/tracking/compliance. If you receive correspondence from Paladin Risk Management regarding your insurance, please work directly with Paladin. The attached letter provides additional information.

Please also provide your firm's W-9 form (2018 form version) so we can set you up as a vendor in our financial system.

If you have any questions or concerns, please do not hesitate to contact the Purchasing Division at pur_div@martin.fl.us.

Thank you,

Tasha Sapp, PPA
Procurement Supervisor - Purchasing Division
Martin County Board of County Commissioners
2401 SE Monterey Road, Stuart, FL 34996
772-320-3149
Email: tsapp@martin.fl.us / pur_div@martin.fl.us
Website: https://www.martin.fl.us/business

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AGREEMENT BETWEEN COUNTY AND CONTRACTOR FOR GOODS AND SERVICES

THIS AGREEMENT, effective this 12th day of September in the year, 2023, between:

MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, (hereinafter COUNTY), located at 2401 S.E. Monterey Road, Stuart, FL 34996

AND the CONTRACTOR: (hereinafter CONTRACTOR)	Tanner Industries, Inc. 735 Davisville Road Southampton, PA 18966
Contract Name:	Chemicals for Water & Wastewater Treatment
Contract Number:	RFB2023-3527
Contract Term:	Three (3) years plus two (2) 1-year renewal options (Not to exceed 5 years)
Not to Exceed Amount:	$14,000,000.00 (to all vendors combined)

WHEREAS, COUNTY has previously determined that it has a need for goods and/or services more specifically outlined in the Request for Bids (RFB) and the Scope of Services; and

WHEREAS, COUNTY solicited competitive bids for such services pursuant to the Martin County bid number referenced on Page 1 of this Agreement; and

WHEREAS, COUNTY awarded the Bid to CONTRACTOR; and

WHEREAS, CONTRACTOR has represented that it is able to satisfactorily provide the services and or materials according to the terms and conditions of the RFB, which is incorporated herein by reference, and the terms and conditions contained herein; and

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

1. Services to be Performed. The CONTRACTOR hereby agrees to provide the COUNTY with goods and services, as requested and more specifically outlined in the Scope of Services attached hereto and made a part hereof as Exhibit A, this Agreement and all subsequent official documents that form the Contract Documents for this Agreement, including any additional contract terms contained herein.

2. Time of Service. Services shall be performed in a timely manner, as specified in the Request for Bid or as set forth herein.

3. Term of Agreement/Option of Renewal. This Agreement shall be in effect from the date of execution and for the term and agreed upon renewal options indicated on Page 1 of this Agreement. This Agreement may be extended subject to execution of a written agreement between the COUNTY and CONTRACTOR for up to 90 additional days beyond the term and agreed upon renewal options. This option shall be exercised only if all prices, terms and conditions remain the same, or decrease.

4. Amendment of the Agreement. This Agreement may be amended only by mutual written agreement signed by the parties. No statement, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or is binding upon any of them. The parties acknowledge that this agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

5. Assignment/Subcontracting. The CONTRACTOR shall perform all services and provide all goods and equipment required by this Agreement. No assignment or subcontracting shall be allowed without the prior written consent of the COUNTY. In the event of a corporate acquisition and/or merger, the CONTRACTOR shall provide written notice to the COUNTY within thirty (30) business days of CONTRACTOR'S notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this Agreement, which shall not be unreasonably exercised by the COUNTY, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state or federal laws. Action by the COUNTY awarding a bid to a bidder, which has disclosed its intent to assign or subcontract in its response to the RFB, without exception shall constitute approval for purpose of this Agreement.

6. Termination.

6.1 COUNTY shall notify CONTRACTOR of any failure to comply with any requirement in the Scope of Work and shall notify CONTRACTOR in writing of such failure/default. CONTRACTOR shall correct such failure/default within five (5) working days. COUNTY shall have the right to terminate this Agreement if such correction is not made within the time specified above.

6.2 Failure of the CONTRACTOR to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the sole discretion of the COUNTY.

6.3 COUNTY reserves the right to cancel this Agreement, without cause, by giving thirty (30) days prior written notice to the CONTRACTOR of the intention to terminate.

7. Compensation. COUNTY shall pay CONTRACTOR upon CONTRACTOR's completion of, and COUNTY's acceptance of, the services required herein, in the amounts specified in the Price Schedule attached hereto and made a part hereof as Exhibit B. Price escalations will be considered at the end of each year and must be documented with written verifications of industry price increases.

7.1 The County may in its sole discretion make an equitable adjustment in the pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace that is by circumstances that satisfy all of the following:

a. The volatility is due to causes wholly beyond the successful bidder's control.

b. The volatility affects the marketplace or industry, not just the particular successful bidder source of supply.

c. The effect on pricing or availability of supply is substantial.

d. The volatility so affects the successful bidder that continued performance of the contract would result in a substantial loss.

7.2 Any adjustment would require irrefutable evidence and written approval by the Purchasing Manager.

7.3 If an adjustment to pricing is granted, beginning quarterly on dates agreed to between the County and the awardee, the awardee shall provide the Purchasing Manager with written justification to continue the pricing adjustment. If awardee does not provide the quarterly update, pricing shall revert back to the original pricing submitted by the awardee.

7.4 COUNTY shall pay invoices in accordance with the Local Government Prompt Payment Act.

8. Permit/ Licenses. CONTRACTOR must secure and maintain any and all permits and licenses required to complete this Agreement.

9. Public Records.

9.1 CONTRACTOR shall comply with the provisions of Chapter 119, Fla. Stat. (Public Records Law), in connection with this Agreement and shall provide access to public records in accordance with §119.0701, Fla. Stat. and more specifically Contractor shall:

9.1.1 Keep and maintain public records required by the County to perform the Agreement.

9.1.2 Upon request from the County's custodian of public records, 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, Fla. Stat. or as otherwise provided by law.

9.1.3 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 Agreement term and following completion of the Agreement if the CONTRACTOR does not transfer the records to the County.

9.1.4 Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the CONTRACTOR or keep and maintain public records required by the County to perform the Agreement. If the CONTRACTOR transfers all public records to the County upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

9.1.5 All blueprints, schematics and design drawings received by the CONTRACTOR from the COUNTY shall not be re-copied or forwarded to another party unless documented permission has been received by COUNTY. Documents shall be documented as retained, returned, or destroyed by CONTRACTOR accepting said documents. In accordance with the Florida Public Records Act, these documents are exempt from Public Disclosure as described in 119.071, Fla. Stat., general exemptions from inspection or copying of public records.

9.2 IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (772) 419-6959, public_records@martin.fl.us, 2401 SE MONTEREY ROAD, STUART, FL 34996.

9.3 Failure to comply with the requirements of this Article shall be deemed a default as defined under the terms of this Agreement and constitute grounds for termination.

10. <u>Minimum Insurance Requirement</u>. The CONTRACTOR must maintain insurance in at least the amounts required throughout the term of this Agreement or any renewals or extensions. The CONTRACTOR must provide a Certificate of Insurance in accordance with the Insurance Requirements and as set forth herein naming the COUNTY as an additional named insured evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Agreement.

a. <u>Loss Deductible Clause</u>: The COUNTY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.

b. <u>Worker's Compensation Insurance</u>: The Contractor shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of its employees connected with the work of this project and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation statute, the Contractor shall provide, and cause each subcontractor to provide adequate insurance, satisfactory to the COUNTY for the protection of its employees not otherwise protected. Coverage to include Employers Liability $100,000 each accident, $100,000 each Disease/Employee and $500,000 each Disease/Maximum.

c. <u>Commercial Automobile Liability Insurance</u>: The Contractor shall take out and maintain during the life of this agreement Comprehensive Automobile Liability Insurance for "**Any Auto**" (owned, hired and non-owned) for a minimum of $1,000,000 Combined Single Limit.

d. <u>Commercial General Liability Insurance</u>: The Contractor shall take out and maintain during the life of this agreement Commercial General Liability Insurance including coverage for bodily injury, property damage, personal/advertising injury and products/completed operations for negligent acts which may arise from operations under this Agreement whether such operations are alone or by anyone directly or indirectly employed by it. The policy should include Contractual Liability to cover the hold harmless and indemnity provision as set forth in this agreement. A **per project** limit of liability is required. The amounts of such insurance shall be the minimum limit as follows:

Each Occurrence -	$1,000,000
Personal/Advertising Injury -	$1,000,000
Products/Completed Operations Aggregate -	$2,000,000
General Aggregate -	$2,000,000
Fire Damage -	$100,000 and 1 fire
Medical Expense -	$10,000 any 1 person

e. <u>Commercial Automobile and General Liability Insurance:</u> The Contractor shall require each of its subcontractors to procure and maintain during the life of this

subcontract, insurance of the type specified above or insure the activities of his subcontractors in its policy, as specified above.

f. Waiver of Subrogation. The CONTRACTOR hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the CONTRACTOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent.

11. Indemnification. CONTRACTOR shall indemnify and hold harmless the COUNTY and Federal government from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, person or property by or from the said CONTRACTOR; or by, or in consequence of any neglect in safeguarding the work; or by the use of unacceptable materials in the construction of improvements; or on account of any act or omission, neglect or misconduct of the said CONTRACTOR; or by, or on account of, any claim or amounts recovered under the "Workers Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the COUNTY. The first ten dollars ($10.00) of compensation received by the CONTRACTOR represents specific consideration for this indemnification obligation.

12. Governing Law. The laws of the State of Florida shall govern this Agreement.

13. Independent Contractor Status and Compliance with the Immigration Reform and Control Act of 1986. The CONTRACTOR is and shall remain an independent contractor and is neither agent, employee, partner nor joint venture of COUNTY. CONTRACTOR acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control act of 1986 located at 8 U.S.C. 1324, et. Seq., and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach and shall be grounds for immediate termination of the Agreement, at the discretion of COUNTY.

14. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement to be impossible or performance.

15. Conflict of Interest. CONTRACTOR represents that it has no interest and shall acquire no interest(s), which conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part 111, of the Florida Statutes, CONTRACTOR further represents that no person having any interest shall be employed for said performance. CONTRACTOR shall notify COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that CONTRACTOR may undertake and request an opinion from COUNTY, the prospective business association, interest or circumstance would not

constitute a conflict of interest by CONTRACTOR, COUNTY shall so state in the notification and CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict with respect to services provided to COUNTY by CONTRACTOR under the terms of this Agreement.

16. Documents Comprising Agreement. The Agreement documents shall include this Agreement as well as the following documents, which are incorporated herein by reference.

e. Martin County's Request for Bid and all of its addenda and attachments which are part of the RFB set forth above.
f. Contractor's Certificate of Insurance required in the Request for Bid;
g. Contractor's response to the RFB or soliciting document.

17. Dispute Resolution.

17.1 As a condition precedent to the filing of any legal proceedings, the parties shall endeavor to resolve claim disputes or other matters in question by mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The party shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the COUNTY shall select the mediator, who, if selected solely by the COUNTY, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediator.

17.2 **Attorney's Fees.** The parties expressly agree that each party will bear its own attorney's fees incurred in connection with this Agreement.

17.3 **Venue.** This Agreement and the terms hereof shall be construed in accordance with the laws of the State of Florida and venue for all actions in a court of competent jurisdiction shall lie in Martin County, Florida.

17.4 **Non-jury trial.** The parties expressly and specifically hereby waive the right to a jury trial as to any issue in any way connected with this Agreement.

17.5 The parties expressly and specifically hereby waive all tort claims and limit their remedies to breach of contract as to any issue in any way connected with this Agreement.

18. Confidential Information.

18.1 Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software, and documentation of one Party (a "Disclosing Party") that is furnished or made available or otherwise disclosed to the other Party or to such other Party's employees, contractors, or agents (a "Receiving Party") pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the Disclosing Party. Proprietary Information, if written, shall be clearly and conspicuously marked "Proprietary". Such information may be disclosed to those persons who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used by those persons only for such purposes; and may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of such use in writing by the Parties. Notwithstanding the foregoing sentence, COUNTY shall be entitled to

disclose or provide Proprietary Information as required by any governmental authority or applicable law, including but not limited to Section 119, Fla. Stat. Existence and terms of this Agreement shall constitute a public record and shall be subject to Section 119, Fla. Stat. CONTRACTOR agrees to comply with the requirements of Sec. 119.0701, Fla. Stat.

18.2 If COUNTY receives a public records request for public records received from CONTRACTOR, including any public records request for Proprietary Information or for records that may be or may contain Proprietary Information, COUNTY shall promptly notify CONTRACTOR. The notice shall inform CONTRACTOR that it must promptly inform COUNTY, in writing, whether or not CONTRACTOR claims an exemption to the release of part or all of the requested public record. If CONTRACTOR claims that part or all of a public record is exempt from inspection and copying, that writing shall state the basis of the exemption that it contends is applicable to the record, including the statutory citation to an exemption created or afforded by statute. If CONTRACTOR claims that an exemption applies to part of a requested public record, CONTRACTOR shall, in that writing, identify for redaction the part of that public record to which the exemption is asserted and validly applies, and the remainder of that public record shall be produced for inspection and copying. If CONTRACTOR promptly notifies COUNTY of a claim of exemption, COUNTY shall review the exemption claimed and decide whether to release the public records. If CONTRACTOR fails to promptly notify COUNTY that it claims an exemption to the release of the requested public record, that failure constitutes a waiver of any claim of trade secret or confidentiality, and COUNTY shall release the record as requested.

18.3 CONTRACTOR will indemnify, defend, and hold COUNTY, COUNTY's elected officials, employees, agents, and attorneys and their successors (each an "Indemnitee") harmless of and from any claim brought or threatened against any Indemnitee by any person or entity on account of or related to any public records request for public records, as that term is defined in Section 119.011, Fla. Stat., that are or may be or may contain Proprietary Information, each of which may be defended, settled or pursued by COUNTY with counsel of COUNTY's choice but at the expense of CONTRACTOR, including reasonable attorneys' fees and costs, including attorneys' fees and costs in litigation and on appeal incurred by or awarded against any Indemnitee or agreed upon by any Indemnitee as part of any settlement of any claim for attorney's fees and costs for failure to produce requested public records disclosed to an Indemnitee by CONTRACTOR.

18.4 In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement, subject to Chapter 119 and other public records retention requirements set forth in Florida law**.**

19. Requirement to E-Verify. As a condition precedent to entering into this AGREEMENT, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

A. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this AGREEMENT.

B. The COUNTY, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat., or the provisions of this section shall terminate the contract with the person or entity.

C. The COUNTY, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

D. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this AGREEMENT by the COUNTY for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the COUNTY as a result of termination of any contract for a violation of this section.

E. *Subcontracts.* Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall resolved as follows: the terms of this Agreement shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have executed this Agreement as of the date first above written.

REVIEWED BY

Samuel T. Amerson, P.E.
Utilities & Solid Waste Director

BOARD OF COUNTY COMMISSIONERS MARTIN COUNTY, FLORIDA

Matthew Graham
Assistant County Administrator

TANNER INDUSTRIES, INC.

Matt Tanner
Sales Administrator

APPROVED AS TO FORM & LEGAL SUFFICIENCY

Sarah W. Woods
County Attorney

EXHIBIT A

SCOPE OF SERVICES

Includes, but is not limited to all labor, materials, and services necessary to deliver specified water and wastewater treatment chemicals for the Martin County Utilities & Solid Waste Department on an as-needed basis. The quantities listed below and on the bid form are approximate annual usage.

Upon request, the Contractor shall provide safety training on chemical products annually at Martin County sites. Locations shall be provided at the time of the request.

Contractors must comply with NSF/ANSI 60 Standards.

Liquid carbon dioxide shall conform to the standards prescribed by the standard ANSI/AWWA B510-00. Contractors shall provide an affidavit of compliance with the requirements of ANSI/AWWA B510-00 standard, product specification or certificate of analysis, and a Material Safety Data Sheet (MSDS).

NSF/ANSI 60

If you manufacture, sell, or distribute water treatment chemicals in North America, your products must comply with NSF/ANSI 60: Drinking Water Treatment Chemicals – Health Effects, by most governmental agencies that regulate drinking water supplies. Developed by a team of scientists, industry experts, and key industry stakeholders, NSF/ANSI 60 sets health effects criteria for many water treatment chemicals including:

- Corrosion and scale inhibitors
- Disinfection and oxidation chemicals
- pH adjustment chemicals
- All other specialty chemicals used in water treatment

ANSI/AWWA B510-00

This standard covers carbon dioxide (CO^2) for use in recarbonation and pH adjustment in water supply service. The main purpose of this standard is to provide purchasers, manufacturers, and suppliers with the minimum requirements for carbon dioxide, including physical, chemical, packaging, shipping, and testing requirements.

DELIVERY AND INVOICING

Bid prices shall be delivered Free on Board (FOB) destination to the following locations:

North Jensen Water & Wastewater Plant
3100 NW Hillman Drive
Jensen Beach, FL 34957

Tropical Farms Water & Wastewater Plant
8595 SW Kansas Avenue
Stuart, FL 34997

- Extra fees for delivery shall not be charged.

- Safety data sheets (SDS) shall be required to be submitted for all chemicals **prior** to delivery.

- All liquid chemical invoicing paperwork shall be billed in units of price per gallon and price per pound.

- All liquid chemical manifest paperwork must state the amount of liquid in gallons and pounds being delivered to the treatment plants.

(continued on next page)

The following is a listing of the chemicals requested, physical data, annual use projection, and individual shipment quantities.

Alternatives to the products listed below **shall not** be accepted.

Commodity Description	Physical Data	Estimated Annual Use	Individual Shipment Quantities
Liquid Carbon Dioxide	SpG: 1.101 at -37 C Boiling Point -78.5 - -61.7 C (-109 – 79 F) A colorless gas, odorless, water-soluble (Compressed, liquefied gas) Vapor density: 1.5	1,100 tons	Tank truck 25-ton/delivery
Liquid Sodium Hypochlorite (12%)	Density 1.10-1.30 SpG (10%) 1.163 (12%) 1.202 color (green-yellow liquid)	800,000 gallons	Tank truck 5,000 gal/delivery
Anhydrous Ammonia	SpG 0.62 @ 60 F pH+ 11.6 (1 N sol. In water) % volatile by volume: 100 solubility in water: 33% @ 68 F vapor density: 0.6 @ 32 F	10,000 gallons	Tank truck 1,000 gal/delivery
Caustic Soda (Sodium Hydroxide) 50%	LIQUID REACTIVE HAZARD boiling point: 144 C @ 760mm Hg freezing point: 12 C @ 760mm Hg SpG: (15.6 C) 1.53 completely soluble in water odorless	200,000 gallons	Tank truck 5,000 gal/delivery
Caustic Soda (Sodium Hydroxide) 25%	LIQUID REACTIVE HAZARD boiling point: 116 C @ 760mm Hg freezing point: -16 C @ 760mm Hg SpG: (15.6 C): 1.275 completely soluble in water odorless	50,000 gallons	Tank truck 5,000 gal/delivery
Sulfuric Acid (concentrated) 93-98%	SpG: 1.84 boiling point: 535-586 F % volatile: 0 @ 77 F pH (1% solution): + 1.0 colorless, odorless	300,000 gallons	Tank truck 3,000 gal/delivery
AWC A-111 UL	SpG:(@25°) 1.1-1.2, pH(Undiluted), Boiling point >212°F, Appearance and Odor: Light Yellow Liquid with faint odor	2,000 gallons	Truck 55 gallons drums
HTH chlorine 3” tablets (50 lbs.)		25 drums	
HTH chlorine granular (100 lbs.)		25 drums	

SECURITY MEASURES

The following security measures shall be used by Martin County:

1. Contractor shall supply Martin County with current identification of the driver(s) making deliveries, which must contain a photo and name.

2. Martin County shall be notified of the name of the driver(s) before the truck leaves the Contractors' terminal for delivery. This will allow County staff to match the driver(s) photo and name with the I.D. provided when he/she arrives on-site.

3. Driver(s) shall carry identification with them at all times during any chemical delivery.

4. The manifest shall contain detailed information on the product being delivered.

5. Chemical deliveries shall be coordinated prior to any deliveries. County staff prefers Monday through Friday deliveries between the hours of 6:00 a.m. and 6:00 p.m. unless otherwise agreed to at the time the order is placed. Deliveries shall only be accepted with prior proper notification.

6. Drivers may not be admitted if they do not call ahead to coordinate the date and time of arrival of any chemical delivery.

EXHIBIT B

RFB2023-3527

CHEMICALS FOR WATER & WASTEWATER TREATMENT

This form shall be typewritten. Handwritten forms will not be accepted.					
ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL USAGE	UNIT	UNIT PRICE	TOTAL
1	Liquid Carbon Dioxide	1,100	TONS		$ -
2	Liquid Sodium Hypochlorite (12%)	800,000	GAL		$ -
3	Anhydrous Ammonia	10,000	GAL	$ 6.1360	$ 61,360.00
4	Caustic Soda (Sodium Hydroxide 50%)	200,000	GAL		$ -
5	Caustic Soda (Sodium Hydroxide 25%)	50,000	GAL		$ -
6	Sulfuric Acid	300,000	GAL		$ -
7	AWCA-111 UL	20,000	GAL		$ -
8	HTH tablets (50lbs)	1,250	LB		$ -
9	HTH Chlorine granular (100 lbs.)	2,500	LB		$ -
				TOTAL	**$ 61,360.00**

CHECK TOTALS! The County is not responsible for mathematical errors.

INSTRUCTIONS

Bids must be received no later than the date and time stated in the Advertisement. Bids received after that time & date will not be considered.

This form must be returned with bid. Bids on any other form will not be accepted.

Tanner Industries, Inc.	Matt Tanner
Company Name	Name of Authorized Representative (Print)
735 Davisville Road	Sales Administrator
Street Address	Title
Southampton, PA, 18966	Sales@tannerind.com
City, State, Zip	E-mail Address
215-322-1238	
Telephone	Authorized Signature

REQUEST FOR BID (RFB) 2023-3527

Martin County Board of County Commissioners
Attn: Purchasing Division
2401 S.E. Monterey Road
Stuart, Florida 34996
pur_div@martin.fl.us
www.martin.fl.us

The Board of County Commissioners, Martin County, Florida, will receive sealed bids for:

CHEMICALS FOR WATER & WASTEWATER TREATMENT

Martin County is seeking bids from qualified vendors to provide all labor, materials, and services necessary to deliver specified water and wastewater treatment chemicals for the Martin County Utilities & Solid Waste Department on an as-needed basis.

Sealed bids will be received by the Information Desk on the 1st Floor at the address above or via DemandStar until **2:30 PM** local time, on **Wednesday, August 9, 2023.** Bids received after the designated time and date will not be considered.

The complete bid document may be downloaded from www.demandstar.com (online bidding site).

Martin County is an equal opportunity/affirmative action employer.

By order of the Board of County Commissioners of Martin County, Florida.

Publish:	The Stuart News	July 10, 2023
	DemandStar	July 10, 2023

This document may be reproduced upon request in an alternative format by contacting the County ADA Coordinator (772) 320-3131, the County Administration Office (772) 288-5400, Florida Relay 711, or by completing our accessibility feedback form at www.martin.fl.us/accessibility-feedback

LIST OF CONTENTS

Bidders must register with the online bidding site, DemandStar (www.demandstar.com) in order to receive all required documents and notification of addenda.

This document includes:

1. Scope of Work
2. Instructions to Bidders
3. Sample Agreement Between County and Contractor

The following documents can be downloaded separately.

1. Bid Form
2. Bid Submittal Checklist
3. Bidder's Qualification Statement
4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
5. Conflict Affidavit
6. Drug Free Workplace Certification
7. Equal Opportunity Statement
8. Local Vendor Preference Certification
9. Non-Collusion Certification
10. Public Entity Crimes Statement
11. Vendor Certification Regarding Discriminatory Vendor List

GOING GREENER!! One original of the following documents must be returned with bid. Do not return any other pages or documents unless specifically requested in the RFB. **If e-bidding, upload documents as one complete (.pdf) document rather than separately** (no paper copy necessary).

IMPORTANT: FAILURE TO PROVIDE THE FORMS / DOCUMENTATION LISTED BELOW MAY DEEM A BID "NON-RESPONSIVE" AND BE INELIGIBLE FOR CONTRACT AWARD.

- Bid Submittal Checklist
- Bid Form
- Affidavit of compliance with the requirements of ANSI/AWWA B510-00 standard
- Bidder's Qualification Statement
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Conflict Affidavit
- Drug Free Workplace Certification
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- Material Safety Data Sheets (MSDS)
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- Addenda (if any)

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CONTRACT

The County reserves the right and intends to award the Contract to one or more bidders.

The maximum total value of this contract shall not exceed $14,000,000.00 to all vendors combined over the life of the contract.

The goods and/or services listed in this bid are for the purposes of price comparison and are not intended to be all inclusive. The County may add goods and/or services at any time during the term of this Agreement at a cost to be agreed upon by the Vendor and the County.

The Term of the Contract shall be for a period of three (3) years provided both parties are in agreement and there are no changes to the terms and conditions. The County shall reserve the right to terminate the Contract in accordance with the provisions under the Terms & Conditions herein. The contract may be renewed for two additional 1-year terms, at the County's sole discretion, for a total maximum term of five (5) years. The awardee agrees to this condition by signing their bid.

Price escalations will be considered at the end of each year and must be documented with written verifications of industry price increases.

The County may in its sole discretion make an equitable adjustment in the pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace that is by circumstances that satisfy all of the following:

1. The volatility is due to causes wholly beyond the successful bidder's control.
2. The volatility affects the marketplace or industry, not just the particular successful bidder source of supply.

3. The effect on pricing or availability of supply is substantial.
4. The volatility so affects the successful bidder that continued performance of the contract would result in a substantial loss.

Any adjustment would require irrefutable evidence and written approval by the Chief Procurement Officer.

If an adjustment to pricing is granted, beginning quarterly on dates agreed to between the County and the awardee, the awardee shall provide the Chief Procurement Officer with written justification to continue the pricing adjustment. If awardee does not provide the quarterly update, pricing shall revert back to the original pricing submitted by the awardee.

INSTRUCTIONS TO BIDDERS

Bidders are encouraged to read the following instructions carefully. Deviations, changes, modifications or failures to complete the bid can, and in some instances shall, invalidate the bid.

1. **PROHIBITED COMMUNICATIONS ("CONE OF SILENCE")**
   The Cone of Silence prohibits any communication regarding a RFB, RFP, RFQ or other competitive solicitation between any bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, AND any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County's Architect, Engineer or their subconsultants, or to provide a recommendation to award a particular contract, other than Purchasing Division staff (pur_div@martin.fl.us). The Cone of Silence shall be in effect from the time of advertisement until contract award. **Such communication shall result in disqualification.**

2. **EXAMINATION BY BIDDERS**
   The Bidder is required to carefully examine the site(s) of the work, specifications, drawings, schedules, special instructions and these general requirements prior to submitting a bid and it will be assumed that the Bidder has investigated and is fully informed of the conditions and obstructions to be encountered, of the character, quality and quantities of work to be performed and materials to be furnished and of the requirements of the plans and other contract documents. The Bidder must inform himself fully of the conditions under which the work is to be performed in relation to both construction and labor conditions; failure to do so will not relieve a successful Bidder of his obligations to furnish all materials, equipment and labor necessary to carry out the provisions of the contract documents and to complete the work for the consideration set forth in their bid.

3. **PREPARATION OF BIDS**
   Bids shall be submitted on the Bid Form(s) furnished, or upon an exact copy thereof, and must be signed by an authorized representative of the firm submitting the bid. The County shall not consider any information other than that contained on the Bid Forms; specifically, nothing written on the envelope in which the Bid Forms are contained will be considered except for purposes of identification. Bidders must quote on all items listed and failure to do so will disqualify the bid. The intent of the Bid Form is to secure a price for the work described in the Contract Documents. All bid preparation costs shall be borne by the bidder. The County will not be responsible for paying any bidder for its costs incurred in preparing its bid. **Bid pricing and contact information shall be typewritten.** Handwritten bids shall not be accepted.

4. **BID PRICING**
   Bid prices shall be inclusive of all work included in the plans and specs (if any) regardless of itemization on bid form.

5. **QUANTITIES**
   The quantities listed in the solicitation, if given, are estimates only and are given only as a guideline for bid preparation. Estimates should not be construed as representing actual quantities to be purchased. Martin County shall not be held to any minimum or maximum purchase quantities.

6. **SUBSTITUTE MATERIAL AND EQUIPMENT**

A bid submittal will be considered on the basis of the specified material and equipment provided in the Contract Documents, Plans, and Technical Specifications. A Prime Contractor/Bidder may propose substitution (also known as an "approved equivalent or equal" item) materials, products, equipment, or suppliers that meets or exceeds the specifications as provided and shall be approved by the Engineer of Record prior to acceptance as a substitution.

Proposed substitutions shall be submitted **a minimum of (14) calendar days** prior to the bid due date and shall include supportive information in the form of the manufacturer's printed literature or brochures, sketches, diagrams, and complete specifications adhering to the intent of the design character, quality, and loading capacities.

The substitution must be accompanied with an explanation in detail of how it will maintain and complement the complete design without any need for revisions. Any additional costs, including design and construction modifications, not anticipated by the Contractor as a result of the substitution or equivalent item shall be the Contractor's responsibility.

All approved substitutions shall be posted for approval to all bidders a minimum of (5) calendar days prior to the bid due date. Any bids with substitutions that have not been approved by the County as specified herein shall be deemed non-responsive.

7. **MINIMUM STANDARD**

Specifications describe the expected minimum standard. These specifications are intended to be descriptive in nature and are not intended to eliminate any vendor from submitting a bid.

8. **PERMITS / LICENSES / FEES**

Unless otherwise noted in the bid document, any permits, licenses or fees required will be the responsibility of the Contractor as part of the contract, if applicable. No separate payment will be made. Adherence to all applicable code regulations (Federal, State, County, City) are the responsibility of the Contractor.

9. **CONFLICTS, ERRORS, AMBIGUITIES OR DISCREPANCIES**

Bidders shall promptly notify the Purchasing Division (pur_div@martin.fl.us) of all conflicts, errors, ambiguities or discrepancies discovered in the solicitation documents. The County will not be responsible for incorrect assessments by the Bidder.

10. **INQUIRIES/ADDENDA**

Verbal interpretations of the meaning of the Drawings, Specifications, Sample Contract or other Contract Documents will not be valid. **Every request for interpretation shall be in writing and e-mailed to Purchasing at pur_div@martin.fl.us no later than 5:00 PM on Monday the week prior to the bid due date.** The County will respond to all such requests for interpretation and any supplemental instructions in the form of written addenda and shall publish such addenda on the online bidding site (DemandStar) no later than five (5) calendar days prior to the bid opening date fixed for the opening of bids. Bidders must acknowledge receipt of the addenda in their bid. Failure of any bidder to receive, or to acknowledge receipt of any such addenda shall not relieve such bidder from any obligation under its bid as submitted, provided, however, that failure to so acknowledge receipt of any such addenda may render a bid non-responsive and result in its rejection. Bidders are advised to contact

the County prior to submitting bids to satisfy themselves as to the existence and number of all such addenda. All addenda so issued shall become part of the Contract Documents.

11. **BUSINESS REGISTRATION**

Bidders seeking to do business with Martin County (that fall under the categories listed below) shall, before award of contract, be registered, or shall have applied for registration, with the Florida Department of State, Division of Corporations in accordance with the provisions of Chapter 607 and/or 620, Florida Statutes (https://dos.myflorida.com/sunbiz/):

- Corporations [foreign or domestic]
- Limited Liability Companies (LLC)
- Non-profits
- Partnerships

Doing Business As [DBA] - If the Bidder's name stands apart from the owner's or partners' personal legal name, or the officially registered name of an LLC or corporation, the Bidder, before award of contract, shall be registered as a fictitious name with the Florida Division of Corporations in accordance with the provisions of Chapter 865, Florida Statutes.

The above requirements are also applicable to all subcontractors proposed in the bid submittal.

12. **LICENSING REQUIREMENTS**

Bidders shall, at the time of submitting a bid in response to this solicitation, be licensed by the appropriate federal, state and local regulatory agencies as it relates to Bidders' profession or business. Bidder shall provide proof of certification and/or registration as a Contractor by the State of Florida applicable to the work required in the solicitation.

The above requirements are also applicable to all subcontractors proposed in the bid submittal.

13. **BIDDERS DISCLOSURE**

In each bid by an individual or firm, there shall be stated the name and address of every person having an interest in the bid; and in case of a corporation the names and addresses of its officers. Bids shall be signed by the person or member of the firm making the same, and in the case of a corporation, by some authorized officer or agent subscribing the name of the corporation and his own name.

14. **SUBMISSION OF BIDS:**

Bids may be submitted via e-bid (DemandStar), hand delivery, or mail.

E-Bidding (via DemandStar) www.demandstar.com

Upload one (1) electronic copy **(single file)** in **PDF format** to DemandStar.
E-bidding through the online bidding site shall be accepted in lieu of a sealed paper bid as outlined below. However, the bidder shall be responsible for ensuring that the required bid documents are properly uploaded and accepted by the online bidding site. The County shall not be responsible for nor accept bids not properly uploaded by the bid due date and time.

Hand Delivery or Mail:

One (1) copy of the Bid must be submitted in a sealed envelope, plainly marked on the outside with the Bidder's name, RFB number and bid due date. Bids shall be delivered to the address detailed on the cover page of this solicitation. If forwarded by regular mail or express mail, the sealed envelope containing the bid and marked as directed above, shall be enclosed in another envelope addressed to the U.S. Mail address indicated on the cover page. If forwarded by overnight courier services (other than United States Postal Service Express Mail), the sealed envelope containing the bid and marked as directed above, shall be enclosed in another envelope addressed to the street address indicated on the cover page. Bids may be hand-delivered. Bids by fax or e-mail will **NOT** be accepted. The County cautions bidders to assure actual delivery of mailed or hand-delivered bids directly to the Martin County Administrative Center (Attn: Purchasing Division), 1st Floor, Information Desk, 2401 S. E. Monterey Road, Stuart, Florida. Confirmation of timely receipt of the bid may be made by e-mailing pur_div@martin.fl.us before bid opening time. Bids received after the established deadline shall **not** be considered.

15. **POWER OF ATTORNEY**
Attorneys-in-Fact who sign bonds must file with the board a certified copy of their power of attorney to sign such bonds.

16. **JOINT VENTURE**
If the bid involves a joint venture, a copy of the joint venture agreement shall be included with the bid along with the attached "Statement of Business Organization".

17. **RELIANCE UPON BID**
The County shall be entitled to rely upon all representations, including financial and other terms of performance, contained within a bid. The bidder further agrees to be bound to perform in accordance with its bid terms, including price. All bid terms, including price, shall be valid for a period of **90 calendar days** from the date of the bid opening.

18. **PUBLIC BID OPENING**
Sealed bids will be received at the Martin County Administrative Center, Attn: Purchasing Division, 2401 SE Monterey Road, Stuart, Florida 34996, at the time set forth in the solicitation. Bids received after the designated time and date will not be considered. Bids will be publicly opened and read in the Commission Chambers (unless otherwise stated herein).

19. **ACCEPTANCE OR REJECTION OF BIDS**
The County reserves the right to reject any and all bids when (i) such rejection is in the interest of the County; (ii) such bid is void per se; or (iii) the bid contains any irregularities, provided, however, that the County reserves the right to waive any minor irregularities and to accept the lowest responsible and responsive bid determined by the County. Bids may be considered irregular if there are omissions, unauthorized alterations of any forms, additions not called for, conditional or unauthorized alternate bids, or other irregularities of any kind. The County reserves the right to request a written confirmation of the bid and the responsibility of the bidder prior to the awarding of the Contract. Failure of the bidder to confirm the bid within seven (7) working days from the date of the County's request may

render the bid non-responsive and will entitle the County to award to the next lowest bidder and may require forfeiture of the bid bond.

20. **REFERENCES**
References may be contacted by the County to validate information provided by the Bidder and to determine the client's overall satisfaction with the services provided. Bidder is responsible for notifying their references that the County may contact them. If references cannot be reached, the bid may be deemed non-responsive and rejected. If references obtained by the County are not favorable, the County may reject the bid.

21. **PUBLIC RECORD**
Bids become a "public record" and shall be subject to disclosure consistent with Chapter 119, Florida Statutes, thirty (30) calendar days after the bid opening or upon bid award in accordance with Chapter 119, Fla. Stat. Marking a proposal "confidential" or "proprietary" does not exclude all or any part of the proposal from disclosure under public records requirements. To claim the proposal or a portion thereof as exempt or confidential and exempt from disclosure, you must state the basis of the exemption, including the statutory citation to an exemption created or afforded by Florida Statutes; state in writing and with particularity the reasons for the conclusion that the proposal is exempt or confidential and exempt; and if only a portion of the proposal is claimed to be exempt or confidential and exempt, provide a redacted version of the proposal showing those portions claimed to be exempt or confidential and exempt. Proposals submitted with claimed exemptions shall be reviewed and release of these records shall be at the County's discretion. Failure to notify the County of claimed exemptions constitutes a waiver and the submittal will be released as requested.

22. **WITHDRAWAL OF BIDS**
Prior to the bid opening, a bid may be withdrawn provided that the bidder submits a written request that is signed by an authorized representative of the firm that submitted the bid. However, modifications will not be accepted or acknowledged.

23. **NOTICE OF INTENDED AWARD**
A bid tabulation will be posted as soon after the bid opening as possible on the County's website at www.martin.fl.us. Notice of Award will be posted on the online bidding site (DemandStar).

24. **FUND AVAILABILITY**
Any contract resulting from this solicitation is deemed effective to the extent of appropriations available.

25. **CONTRACTOR'S FINANCIAL ABILITY**
The apparent low, responsive bidder shall provide evidence of financial health prior to bid award, upon request, including but not limited to financial statements, cash flow projections, bank statements and tax returns. Failure to provide requested information shall deem the bidder non-responsible.

26. **RESPONSIBLE BIDDER (VENDOR)**
Florida Statute 287.012(25) states that a "Responsible vendor" means a vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. The County shall review factors, including

but not limited to, past project performance, references and length of time in business and shall make the determination of responsibility in its sole discretion. A Contractor Performance Evaluation will be completed at the end of each project. An overall rating of "poor" will result in the Contractor being deemed "non-responsible" for future bids and will result in rejection of bid.

27. **RESPONSIVE BIDDER (VENDOR)**
A vendor that has submitted a bid, offer, proposal, quotation or response that conforms in all material respects to the solicitation.

28. **BID PROTEST PROCEDURE**
Protests shall be in accordance with the procedure outlined in Section 19 of the Martin County Purchasing Manual which is available on the County's website: https://www.martin.fl.us/resources/purchasing-manual

29. **CONTRACT**
The bidder understands that this solicitation does not constitute a Contract with the bidder. County contracts are awarded only when a fully executed written agreement has been returned to the Bidder by the County. No one shall be entitled to rely on any other action as an award. The County will not be liable for any costs incurred by the bidder prior to execution of the contract by the parties. The bidder to whom the award is made shall, within fourteen (14) calendar days after receipt of the Contract, execute the Contract on the form attached and return it to the County. The executed Contract should be returned to the County accompanied by the required insurance documents and any other documentation that may be required by the Contract documents to be submitted at that time. If the bidder fails to execute the Contract or provide the insurance and other required documentation within fourteen (14) calendar days, there shall be just cause for the annulment of the award and forfeiture of the Bid Guaranty (if applicable) to the County. Award may then be made to the next lowest, responsible, and responsive bidder or the work may be re-advertised at the County's sole discretion.

30. **EQUAL OPPORTUNITY**
The County recognizes fair and open competition as a basic tenet of public procurement. Contractors doing business with the County are prohibited from discriminating on the basis of race, color, creed, national origin, handicap, age or sex.

31. **LOCAL VENDOR PREFERENCE**
When a responsible and responsive, non-local business submits the lowest price bid and the bid submitted by one or more qualified and responsive local businesses is equal to or within five percent (5%) of the price submitted by the Apparent Low Bidder, then the local business with the apparent next-lowest qualified and responsive bid offer shall have the opportunity to submit an offer that matches the price offered by the Apparent Low Bidder in accordance with Section 135.7, Code of Ordinances, Martin County Code.

32. **AWARD**
For the purpose of award, the County will consider as the bid the correct summation of each unit price multiplied by the estimated quantities or the submitted total of all line items at the County's sole discretion and in the County's best interest. The County may award based on the basis of quantities included in the BASE BID or quantities included in the base bid plus bid alternatives, if any, and/or number of days to complete, at the County's sole discretion.

The County reserves the right to cancel the bid, accept or reject any and all bids in whole or in part, and waive any irregularity or technicality in bids received. When it is determined there is no competition to the lowest responsive, responsible Bidder, rebidding of the project is not required. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive. The County reserves the right to award the Contract to one or more bidders or not make any award(s) under this bid.

33. **SPLIT AWARD**
Martin County reserves the right to award to the overall lowest, most responsive bidder or to award by line item should that be in the best interest of the County.

34. **SUBCONTRACTING / ASSIGNMENT**
The Contractor shall not assign the contract or subcontract any requirement without obtaining the prior written approval of Martin County.

35. **USE OF COUNTY CONTRACTS BY OTHER ENTITIES**
At the option of the Contractor, use of County contracts may be extended to other governmental agencies, and non-profit organizations for piggybacking. Each entity allowed by the Contractor to use a County contract shall do so independent of any other entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. The County does not endorse the use of any contractor and shall not be liable for any third-party transaction. The Contractor shall not be obligated to extend piggyback offers.

36. **ADDITIONAL TERMS AND CONDITIONS**
No additional terms and conditions included with the bid response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid. If submitted either purposely through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists, or warranties it is understood and agreed that the general and special conditions in this solicitation are the only conditions applicable to this bid and the bidders authorized signature affixed to the bid signature section attests to this fact.

37. **SHIPPING / DELIVERY**
Goods, services, supplies or equipment covered in the specifications shall be delivered F.O.B. Destination.

38. **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, Martin County shall be given "first priority" for all goods and services under this contract (if applicable). Bidder agrees to provide all goods and services to Martin County throughout the emergency/disaster at the terms, conditions, and prices as provided in this solicitation, and with a priority above, a preference over, sales to the private sector. Bidder shall furnish a 24-hour phone number and address to the County in the event of such an emergency. Failure to provide the stated priority/preference during an emergency/disaster shall constitute breach of contract and make the bidder subject to sanctions from further business with the County.

39. **FEDERAL, STATE AND COUNTY REGULATIONS**

The successful bidder(s) and their employees shall conform to all Federal, State and County regulations while in performance of their contracts. Any individual found not to conform shall not be allowed to start to work or if started shall be required to leave the job site immediately. Continued violations by any Successful Bidder shall result in the immediate termination of the Successful Bidder contract.

40. **CONFLICT OF INTEREST**

Section 112.313, Florida Statutes, prohibits contracts with County employees, officers and advisory board members. All vendors must disclose the name of any Martin County officer or employee who is employed by (Section 112.313(7), Florida Statutes) or owns, directly or indirectly an interest in the vendor's firm or any of its branches (Section 112.313 (3), Florida Statutes). Advisory Board Members, County officers or County employees may qualify for an exemption by including a completed Commission on Ethics Form 3A with their submittal and filing such form with the Supervisor of Elections in accordance with Section 112.313(12)(b), Florida Statutes. Please contact the Purchasing Division for additional information.

41. **NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

42. **IMMIGRATION REFORM AND CONTROL ACT OF 1986**

The Contractor agrees that it does not and will not, during the performance of the Contract, employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986, as amended. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the Contract. The Contractor shall be responsible for including this provision in all contracts with subcontractors related to this Contract.

43. **NON-COLLUSION**

Martin County reserves the right to disqualify bids upon evidence of collusion with intent to defraud, or other illegal practices to include circumventing or manipulating the bid process in a manner that conflicts with applicable law, upon the part of the Bidder(s), Bidder's employees or agents, the County's Professional Consultant(s), or Consultant's agents, or any County employee(s) who may, or may not, be involved in the development of bid specifications and/or firm bid schedules. Multiple bids from an individual, partnership, corporation, association (formal or informal) or firm under the same or different names shall not be considered. Reasonable grounds for believing that a Bidder has interest in multiple proposals for the same work shall be cause for rejection of all proposals in which such Bidder is believed to have an interest in. Any and/or all proposals shall be rejected if there is any reason to believe that collusion exists among one or more of the Bidders, the County's Professional Consultant(s) or County employees. Any Contractor involved in the development of bid specifications or has direct knowledge of the bid specifications prior to a bid advertisement shall be disqualified from participating in the applicable bid process.

44. **PUBLIC ENTITY CRIMES**

Any bidder, or any of his suppliers, subcontractors, or consultants who shall perform work which is intended to benefit the County shall not be a convicted vendor or, if the bidder or any of his suppliers, subcontractors, or consultants of the bidder has been convicted of a

public entity crime, a period longer than 36 months shall have passed since that person was placed on the convicted vendor list. The bidder further understands and accepts that any contract issues as a result of this solicitation shall be either voidable by the County or subject to immediate termination by the County, in the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133 Florida Statutes. The County, in the event of such termination, shall not incur any liability to the respondent for any work or materials furnished.

45. **VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST**

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes.

46. **SUSPENSION AND DEBARMENT**

Martin County will not make award to parties listed on the government-wide exclusions list in the System for Award Management (SAM). The bidder agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions. By submittal of a bid in response to this solicitation, bidder asserts neither it nor its principals are presently debarred, suspended or proposed for debarment, declared ineligible, or voluntarily excluded from participation in this work by any Federal department or agency. For work funded by federal grant, contractor is required to have an active registration with the System for Award Management (https://sam.gov/content/home) prior to execution of the agreement.

47. **E-VERIFY**

Bidder must be registered with and use, at their sole expense, the Department of Homeland Security's E-Verify system (www.e-verify.gov) to confirm the employment eligibility of all newly hired employees, as required by Section 448.095, F.S. Owner, contractor, and subcontractors may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. Contractor is responsible for obtaining proof of E-Verify registration for all subcontractors. This requirement applies to any provider of services or goods.

48. **ADDITIONAL INFORMATION**

All terms and conditions of the Martin County Purchasing Manual are incorporated into this solicitation by reference and are fully binding. Bidders are required to submit their responses to this solicitation, and to conduct their activities during this process in accordance with the Martin County Purchasing Manual. This solicitation, the subsequent evaluation, negotiations, and contract award shall be in accordance with the Martin County Purchasing Manual. The County reserves the right to disqualify, remove from consideration, or debar as appropriate,

any vendor that does not comply with the applicable requirements set forth in the Martin County Purchasing Manual. The Purchasing Manual is available on the County's website: https://www.martin.fl.us/resources/purchasing-manual

Each Respondent, by submitting a bid in response to this solicitation, hereby agrees to comply with, and perform in accordance with any and all policies and procedures provided in the Martin County Purchasing Manual, the County Administrative Code, and any and all other local, state, and federal rules, regulations, laws, codes and ordinances throughout the solicitation and contract term.

This document may be reproduced upon request in an alternative format by contacting the County ADA Coordinator (772) 320-3131, the County Administration Office (772) 288-5400, Florida Relay 711, or by completing our accessibility feedback form at www.martin.fl.us/accessibility-feedback

SAMPLE

AGREEMENT BETWEEN COUNTY AND CONTRACTOR FOR GOODS AND SERVICES

THIS AGREEMENT, effective this _____ day of _____ in the year, 2023, between:

MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, (hereinafter COUNTY), located at 2401 S.E. Monterey Road, Stuart, FL 34996

AND the CONTRACTOR:
(hereinafter CONTRACTOR)

Contract Name:

Contract Number:

Contract Term:	Three (3) years plus two (2) 1-year renewal options (Not to exceed 5 years)
Not to Exceed Amount:	$

WHEREAS, COUNTY has previously determined that it has a need for goods and/or services more specifically outlined in the Request for Bids (RFB) and the Scope of Services; and

WHEREAS, COUNTY solicited competitive bids for such services pursuant to the Martin County bid number referenced on Page 1 of this Agreement; and

WHEREAS, COUNTY awarded the Bid to CONTRACTOR; and

WHEREAS, CONTRACTOR has represented that it is able to satisfactorily provide the services and or materials according to the terms and conditions of the RFB, which is incorporated herein by reference, and the terms and conditions contained herein; and

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

1. Services to be Performed. The CONTRACTOR hereby agrees to provide the COUNTY with goods and services, as requested and more specifically outlined in the Scope of Services attached hereto and made a part hereof as Exhibit A, this Agreement and all subsequent official documents that form the Contract Documents for this Agreement, including any additional contract terms contained herein.

2. Time of Service. Services shall be performed in a timely manner, as specified in the Request for Bid or as set forth herein.

3. Term of Agreement/Option of Renewal. This Agreement shall be in effect from the date of execution and for the term and agreed upon renewal options indicated on Page 1 of this Agreement. This Agreement may be extended subject to execution of a written agreement between the COUNTY and CONTRACTOR for up to 90 additional days beyond the term and agreed upon renewal options. This option shall be exercised only if all prices, terms and conditions remain the same, or decrease.

4. Amendment of the Agreement. This Agreement may be amended only by mutual written agreement signed by the parties. No statement, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or is binding upon any of them. The parties acknowledge that this agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

5. Assignment/Subcontracting. The CONTRACTOR shall perform all services and provide all goods and equipment required by this Agreement. No assignment or subcontracting shall be allowed without the prior written consent of the COUNTY. In the event of a corporate acquisition and/or merger, the CONTRACTOR shall provide written notice to the COUNTY within thirty (30) business days of CONTRACTOR'S notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this Agreement, which shall not be unreasonably exercised by the COUNTY, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state or federal laws. Action by the COUNTY awarding a bid to a bidder, which has disclosed its intent to assign or subcontract in its response to the RFB, without exception shall constitute approval for purpose of this Agreement.

6. Termination.

6.1 COUNTY shall notify CONTRACTOR of any failure to comply with any requirement in the Scope of Work and shall notify CONTRACTOR in writing of such failure/default. CONTRACTOR shall correct such failure/default within five (5) working days. COUNTY shall have the right to terminate this Agreement if such correction is not made within the time specified above.

6.2 Failure of the CONTRACTOR to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the sole discretion of the COUNTY.

6.3 COUNTY reserves the right to cancel this Agreement, without cause, by giving thirty (30) days prior written notice to the CONTRACTOR of the intention to terminate.

7. Compensation. COUNTY shall pay CONTRACTOR upon CONTRACTOR's completion of, and COUNTY's acceptance of, the services required herein, in the amounts specified in the Price Schedule attached hereto and made a part hereof as Exhibit B. Price escalations will be considered at the end of each year and must be documented with written verifications of industry price increases.

7.1 The County may in its sole discretion make an equitable adjustment in the pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace that is by circumstances that satisfy all of the following:

a. The volatility is due to causes wholly beyond the successful bidder's control.

b. The volatility affects the marketplace or industry, not just the particular successful bidder source of supply.

c. The effect on pricing or availability of supply is substantial.

d. The volatility so affects the successful bidder that continued performance of the contract would result in a substantial loss.

7.2 Any adjustment would require irrefutable evidence and written approval by the Purchasing Manager.

7.3 If an adjustment to pricing is granted, beginning quarterly on dates agreed to between the County and the awardee, the awardee shall provide the Purchasing Manager with written justification to continue the pricing adjustment. If awardee does not provide the quarterly update, pricing shall revert back to the original pricing submitted by the awardee.

7.4 COUNTY shall pay invoices in accordance with the Local Government Prompt Payment Act.

8. Permit/ Licenses. CONTRACTOR must secure and maintain any and all permits and licenses required to complete this Agreement.

9. Public Records.

9.1 CONTRACTOR shall comply with the provisions of Chapter 119, Fla. Stat. (Public Records Law), in connection with this Agreement and shall provide access to public records in accordance with §119.0701, Fla. Stat. and more specifically Contractor shall:

9.1.1 Keep and maintain public records required by the County to perform the Agreement.

9.1.2 Upon request from the County's custodian of public records, 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, Fla. Stat. or as otherwise provided by law.

9.1.3 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 Agreement term and following completion of the Agreement if the CONTRACTOR does not transfer the records to the County.

9.1.4 Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the CONTRACTOR or keep and maintain public records required by the County to perform the Agreement. If the CONTRACTOR transfers all public records to the County upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

9.1.5 All blueprints, schematics and design drawings received by the CONTRACTOR from the COUNTY shall not be re-copied or forwarded to another party unless documented permission has been received by COUNTY. Documents shall be documented as retained, returned, or destroyed by CONTRACTOR accepting said documents. In accordance with the Florida Public Records Act, these documents are exempt from Public Disclosure as described in 119.071, Fla. Stat., general exemptions from inspection or copying of public records.

9.2 IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (772) 419-6959, public_records@martin.fl.us, 2401 SE MONTEREY ROAD, STUART, FL 34996.

9.3 Failure to comply with the requirements of this Article shall be deemed a default as defined under the terms of this Agreement and constitute grounds for termination.

10. Minimum Insurance Requirement. The CONTRACTOR must maintain insurance in at least the amounts required throughout the term of this Agreement or any renewals or extensions. The CONTRACTOR must provide a Certificate of Insurance in accordance with the Insurance Requirements and as set forth herein naming the COUNTY as an additional named insured evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Agreement.

a. Loss Deductible Clause: The COUNTY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.

b. Worker's Compensation Insurance: The Contractor shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of its employees connected with the work of this project and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation statute, the Contractor shall provide, and cause each subcontractor to provide adequate insurance, satisfactory to the COUNTY for the protection of its employees not otherwise protected. Coverage to include Employers Liability $100,000 each accident, $100,000 each Disease/Employee and $500,000 each Disease/Maximum.

c. Commercial Automobile Liability Insurance: The Contractor shall take out and maintain during the life of this agreement Comprehensive Automobile Liability Insurance for "**Any Auto**" (owned, hired and non-owned) for a minimum of $1,000,000 Combined Single Limit.

d. Commercial General Liability Insurance: The Contractor shall take out and maintain during the life of this agreement Commercial General Liability Insurance including coverage for bodily injury, property damage, personal/advertising injury and products/completed operations for negligent acts which may arise from operations under this Agreement whether such operations are alone or by anyone directly or indirectly employed by it. The policy should include Contractual Liability to cover the hold harmless and indemnity provision as set forth in this agreement. A **per project** limit of liability is required. The amounts of such insurance shall be the minimum limit as follows:

Each Occurrence -	$1,000,000
Personal/Advertising Injury -	$1,000,000
Products/Completed Operations Aggregate -	$2,000,000
General Aggregate -	$2,000,000
Fire Damage -	$100,000 and 1 fire
Medical Expense -	$10,000 any 1 person

e. Commercial Automobile and General Liability Insurance: The Contractor shall require each of its subcontractors to procure and maintain during the life of this

subcontract, insurance of the type specified above or insure the activities of his subcontractors in its policy, as specified above.

f. Waiver of Subrogation. The CONTRACTOR hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the CONTRACTOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent.

11. Indemnification. CONTRACTOR shall indemnify and hold harmless the COUNTY and Federal government from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, person or property by or from the said CONTRACTOR; or by, or in consequence of any neglect in safeguarding the work; or by the use of unacceptable materials in the construction of improvements; or on account of any act or omission, neglect or misconduct of the said CONTRACTOR; or by, or on account of, any claim or amounts recovered under the "Workers Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the COUNTY. The first ten dollars ($10.00) of compensation received by the CONTRACTOR represents specific consideration for this indemnification obligation.

12. Governing Law. The laws of the State of Florida shall govern this Agreement.

13. Independent Contractor Status and Compliance with the Immigration Reform and Control Act of 1986. The CONTRACTOR is and shall remain an independent contractor and is neither agent, employee, partner nor joint venture of COUNTY. CONTRACTOR acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control act of 1986 located at 8 U.S.C. 1324, et. Seq., and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach and shall be grounds for immediate termination of the Agreement, at the discretion of COUNTY.

14. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement to be impossible or performance.

15. Conflict of Interest. CONTRACTOR represents that it has no interest and shall acquire no interest(s), which conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part 111, of the Florida Statutes, CONTRACTOR further represents that no person having any interest shall be employed for said performance. CONTRACTOR shall notify COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that CONTRACTOR may undertake and request an opinion from COUNTY, the prospective business association, interest or circumstance would not

constitute a conflict of interest by CONTRACTOR, COUNTY shall so state in the notification and CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict with respect to services provided to COUNTY by CONTRACTOR under the terms of this Agreement.

16. Documents Comprising Agreement. The Agreement documents shall include this Agreement as well as the following documents, which are incorporated herein by reference.

e. Martin County's Request for Bid and all of its addenda and attachments which are part of the RFB set forth above.
f. Contractor's Certificate of Insurance required in the Request for Bid;
g. Contractor's response to the RFB or soliciting document.

17. Dispute Resolution.

17.1 As a condition precedent to the filing of any legal proceedings, the parties shall endeavor to resolve claim disputes or other matters in question by mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The party shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the COUNTY shall select the mediator, who, if selected solely by the COUNTY, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediator.

17.2 **Attorney's Fees.** The parties expressly agree that each party will bear its own attorney's fees incurred in connection with this Agreement.

17.3 **Venue.** This Agreement and the terms hereof shall be construed in accordance with the laws of the State of Florida and venue for all actions in a court of competent jurisdiction shall lie in Martin County, Florida.

17.4 **Non-jury trial.** The parties expressly and specifically hereby waive the right to a jury trial as to any issue in any way connected with this Agreement.

17.5 The parties expressly and specifically hereby waive all tort claims and limit their remedies to breach of contract as to any issue in any way connected with this Agreement.

18. Confidential Information.

18.1 Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software, and documentation of one Party (a "Disclosing Party") that is furnished or made available or otherwise disclosed to the other Party or to such other Party's employees, contractors, or agents (a "Receiving Party") pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the Disclosing Party. Proprietary Information, if written, shall be clearly and conspicuously marked "Proprietary". Such information may be disclosed to those persons who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used by those persons only for such purposes; and may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of such use in writing by the Parties. Notwithstanding the foregoing sentence, COUNTY shall be entitled to

disclose or provide Proprietary Information as required by any governmental authority or applicable law, including but not limited to Section 119, Fla. Stat. Existence and terms of this Agreement shall constitute a public record and shall be subject to Section 119, Fla. Stat. CONTRACTOR agrees to comply with the requirements of Sec. 119.0701, Fla. Stat.

18.2 If COUNTY receives a public records request for public records received from CONTRACTOR, including any public records request for Proprietary Information or for records that may be or may contain Proprietary Information, COUNTY shall promptly notify CONTRACTOR. The notice shall inform CONTRACTOR that it must promptly inform COUNTY, in writing, whether or not CONTRACTOR claims an exemption to the release of part or all of the requested public record. If CONTRACTOR claims that part or all of a public record is exempt from inspection and copying, that writing shall state the basis of the exemption that it contends is applicable to the record, including the statutory citation to an exemption created or afforded by statute. If CONTRACTOR claims that an exemption applies to part of a requested public record, CONTRACTOR shall, in that writing, identify for redaction the part of that public record to which the exemption is asserted and validly applies, and the remainder of that public record shall be produced for inspection and copying. If CONTRACTOR promptly notifies COUNTY of a claim of exemption, COUNTY shall review the exemption claimed and decide whether to release the public records. If CONTRACTOR fails to promptly notify COUNTY that it claims an exemption to the release of the requested public record, that failure constitutes a waiver of any claim of trade secret or confidentiality, and COUNTY shall release the record as requested.

18.3 CONTRACTOR will indemnify, defend, and hold COUNTY, COUNTY's elected officials, employees, agents, and attorneys and their successors (each an "Indemnitee") harmless of and from any claim brought or threatened against any Indemnitee by any person or entity on account of or related to any public records request for public records, as that term is defined in Section 119.011, Fla. Stat., that are or may be or may contain Proprietary Information, each of which may be defended, settled or pursued by COUNTY with counsel of COUNTY's choice but at the expense of CONTRACTOR, including reasonable attorneys' fees and costs, including attorneys' fees and costs in litigation and on appeal incurred by or awarded against any Indemnitee or agreed upon by any Indemnitee as part of any settlement of any claim for attorney's fees and costs for failure to produce requested public records disclosed to an Indemnitee by CONTRACTOR.

18.4 In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement, subject to Chapter 119 and other public records retention requirements set forth in Florida law**.**

19. Requirement to E-Verify. As a condition precedent to entering into this AGREEMENT, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

A. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this AGREEMENT.

B. The COUNTY, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat., or the provisions of this section shall terminate the contract with the person or entity.

C. The COUNTY, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

D. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this AGREEMENT by the COUNTY for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the COUNTY as a result of termination of any contract for a violation of this section.

E. *Subcontracts.* Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall resolved as follows: the terms of this Agreement shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have executed this Agreement as of the date first above written.

BID SUBMITTAL CHECKLIST

In an effort to assist the Bidder in properly completing all documentation required, the following checklist is provided for the Bidder's convenience. **The Bidder is solely responsible for verifying compliance with bid submittal requirements.**

Please refer to Page #2 of the solicitation for a list of required documents. Failure to provide the forms/documentation listed may deem a bid "non-responsive" and be ineligible for contract award.

NAME OF FIRM / BIDDER: Tanner Industries, Inc.

Contract #:	RFB2023-3527
Contract Name:	Chemicals for Water & Wastewater Treatment

CHECK BOX	DESCRIPTION / REQUIREMENT
☑	Bid Submittal Checklist
☑	Bid Form
☑	Affidavit of compliance with the requirements of ANSI/AWWA B510-00 standard
☑	Bidder's Qualification Statement
☑	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
☑	Conflict Affidavit
☑	Drug Free Workplace Certification
☑	Equal Opportunity Statement
N/A ☐	Local Vendor Preference **(only return if eligible)** Include copy of a business or contractor license and/or business tax receipt which verifies local address
☑	Material Safety Data Sheets (MSDS)
☑	Non-Collusion Certification
☑	Product Specifications or Certificates of Analysis
☑	Public Entity Crimes Statement
☑	Vendor Certification Regarding Discriminatory Vendor List
☑	Signed Addenda (if any)

RFB2023-3527
CHEMICALS FOR WATER & WASTEWATER TREATMENT

This form shall be typewritten. Handwritten forms will not be accepted.					
ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL USAGE	UNIT	UNIT PRICE	TOTAL
1	Liquid Carbon Dioxide	1,100	TONS		$ -
2	Liquid Sodium Hypochlorite (12%)	800,000	GAL		$ -
3	Anhydrous Ammonia	10,000	GAL	$ 6.1360	$ 61,360.00
4	Caustic Soda (Sodium Hydroxide 50%)	200,000	GAL		$ -
5	Caustic Soda (Sodium Hydroxide 25%)	50,000	GAL		$ -
6	Sulfuric Acid	300,000	GAL		$ -
7	AWCA-111 UL	20,000	GAL		$ -
8	HTH tablets (50lbs)	1,250	LB		$ -
9	HTH Chlorine granular (100 lbs.)	2,500	LB		$ -
				TOTAL	**$ 61,360.00**

CHECK TOTALS! The County is not responsible for mathematical errors.

INSTRUCTIONS

Bids must be received no later than the date and time stated in the Advertisement. Bids received after that time & date will not be considered.

This form must be returned with bid. Bids on any other form will not be accepted.

Tanner Industries, Inc.	Matt Tanner
Company Name	Name of Authorized Representative (Print)
735 Davisville Road	Sales Administrator
Street Address	Title
Southampton, PA, 18966	Sales@tannerind.com
City, State, Zip	E-mail Address
215-322-1238	
Telephone	Authorized Signature

BIDDER'S QUALIFICATION STATEMENT

1. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business. (If corporation, state the name of the president and secretary. If a partnership, state the name of all partners. If a trade name, state the name of the individuals who do business under the trade name).

   _____ (Legal Name of Bidder) Tanner Industries, Inc.

   a) The business is a _____ (Insert form of business entity) Corporation

   b) The address of the principal place of business is 735 Davisville Road Southampton, PA 18966

   c) The names of the corporate officers, or partners, or individuals doing business under a trade name are as follows: Stephen B. Tanner
   Marla Tanner
   _____ Eric Hindawi

   _____

2. Name, title and email address of person that will sign the contract:
   Name: Matt Tanner
   Title: Sales Administrator
   Email Address: sales@tannerind.com

3. Federal Employer ID (FEIN) #: 23-2050034

4. Unique Entity ID#: 09CX8
   (created in SAM.gov)

5. State the number of years your business organization has been doing business under this name. 60+

6. Have you ever failed to complete a contract awarded to you? If so, state where, when and why? No

7. Does your firm have any officer, owner, employee or agent who is also an officer, employee or advisory board member of Martin County? Yes ☐ No ☒

   Section 112.313, Florida Statutes, prohibits contracts with County employees, officers and advisory board members. All vendors must disclose the name of any Martin County officer or employee who is employed by (Section 112.313(7), Florida Statutes) or owns, directly or indirectly an interest in the vendor's firm or any of its branches (Section 112.313 (3), Florida Statutes). Advisory Board Members, County officers or County employees may qualify for an exemption by including a completed Commission on

Ethics Form 3A with their submittal and filing such form with the Supervisor of Elections in accordance with Section 112.313(12)(b), Florida Statutes. Please contact the Purchasing Division for additional information.

8. Is your company a certified Disadvantaged Business, Minority Business Enterprise (MBE), Woman-Owned Business Enterprise (WBE) or Veteran Owned Business? No If yes, attach Certificate.

9. Are you a small business as defined by the SBA? Yes ☐ No ☒ If yes, number of employees _____ **and** provide certificate.

10. Has your organization been assessed any penalties for non-compliance violations of the Federal or State Labor laws and/or regulations within the last five (5) years?
Yes ☐ No ☒
If yes, explain:

11. Does your organization have any outstanding judgments, demands or liens resulting from violating the State Labor laws, the Business and Professions Regulation statutes, Civil or Criminal decisions?
Yes ☐ No ☒
If yes, explain:

12. Have there been any suits, liens or surety claims against you or your organization over the past five (5) years for non-payment of sums due subcontractors or suppliers for work completed?
Yes ☐ No ☒
If yes, explain:

13. Has your organization been cited for violations of OSHA standards and requirements within the past 5 years?
Yes ☐ No ☒
If yes, explain:

14. Are the Bidder, its principals or affiliates presently debarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from participation in this transaction by any municipal, County, State, or Federal department or agency? Yes ☐ No ☒
If yes, explain:

Bidder must provide proof of a minimum of three (3) projects ***(performed as the Prime Contractor)*** **similar to this scope of services** within the last five (5) years:

Project Name: Supply of Anhydrous Ammonia
Location: City of Tampa
Description of Work: Deliver bulk ammonia
Date of Contract: 7/22 - current
Contract Award Amount: _____
Contact Person: Paul Noeske
Telephone Number: 813-344-9224
E-mail Address: paul.noeske@tampagov.net

Project Name: Supply of Anhydrous Ammonia
Location: Lee County Utilities
Description of Work: Deliver bulk ammonia
Date of Contract: 5/19 - current
Contract Award Amount: ———
Contact Person: Mike Frazzetto
Telephone Number: 239 - 823 - 3788
E-mail Address: mfrazzetto@leegov.com

Project Name: Supply of Anhydrous Ammonia
Location: Manatee County
Description of Work: Deliver bulk ammonia
Date of Contract: 6/22 - current
Contract Award Amount: ———
Contact Person: Mitchell Kersting
Telephone Number: 941 - 748-3020 ext 5077
Email: mitchell.kersting@mymanatee.org

I certify that the above information is true and correct.

Matt Tanner
Name of Authorized Representative (Print)

Sales Administrator
Title

23-2050034
Federal Tax I.D. Number

(215) 322-1238
Phone Number

sales@tannerind.com
E-mail address

Authorized Signature

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Lower Tier Covered Transactions

The Respondent (bidder) certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; and

2. have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

3. are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

4. have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Respondent (bidder) certifies that it shall perform a debarment verification on any sub-contractor, sub-consultant, material supplier or vendor, that it proposes to contract with to perform any work under this RFB, and shall not enter into any transaction with any subcontractor, sub-consultant, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by Martin County Board of County Commissioners.

Firm Name: Tanner Industries, Inc.

Name of Authorized Official: Matt Tanner

Title of Authorized Official: Sales Administrator

Signature of Authorized Official: [signature]

Date: 7/20/23

CONFLICT AFFIDAVIT

STATE OF (Pennsylvania)

COUNTY OF (Bucks)

I, the undersigned, being first duly sworn, do hereby state under oath and under penalty of perjury that the following facts are true:

1. I am over the age of 18 and am a resident of the State of Pennsylvania.

2. I am the Sales Administrator (title) of Tanner Industries, Inc. (Enity name) and I certify that I have the authority to make the representations set forth within this Affidavit.

3. Tanner Industries, Inc. (Entity name) intends to do business with Martin County in response to:

   ☒ **RFB** ☐ **RFP** ☐ **RFQ #:** 2023-3527

   whereby business will be awarded under a system of sealed, competitive bidding to the lowest or best bidder.

4. I have reviewed Section 112.313(3) and (7), Florida Statutes; and pursuant to the provisions therein, Tanner Industries, Inc. (Entity name) doing business with Martin County:

   ☒ **DOES NOT** impact any public officer or employee of Martin County; or

   ☐ **DOES IMPACT** a public officer or employee of Martin County

   (Public Officer/Employee Name: _____); and

5. In compliance with Section 112.313(12), Florida Statutes, the impacted public officer or employee of Martin County, prior to the submission of this bid, has filed a statement with the Supervisor of Elections of Martin County, disclosing their interest, or the interest of their spouse or child, and the nature of the intended business, as set forth in Florida Commission on Ethics Form 3A, http://www.ethics.state.fl.us/Documents/Forms/Form3A.pdf?cp=202058.

Executed this 31st day of July, 2023.

By _____
(Signature)

By Matt Tanner, Sales Administrator
(Name and Title)

STATE OF (PENNSYLVANIA)

COUNTY OF (BUCKS)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 31st day of July, 2023, by MATT TANNER (Name of Officer or Agent), as SALES ADMINISTRATOR (Title of Officer or Agent) of TANNER INDUSTRIES INC. (Name of Corporation Acknowledging) a PENNSYLVANIA corporation (State or Place of Incorporation), on behalf of the corporation. He/She is ☑ personally known to me or ☐ has produced a driver's license issued within the past 5 years as identification.

NOTARY PUBLIC SEAL

Commonwealth of Pennsylvania - Notary Seal
Samantha Tanner, Notary Public
Bucks County
My commission expires July 19, 2027
Commission number 1349030
Member, Pennsylvania Association of Notaries

Notary Public, State of PENNSYLVANIA

SAMANTHA TANNER

(Printed, Typed or Stamped Name of Notary Public)

DRUG FREE WORKPLACE CERTIFICATION

The undersigned Bidder/Contractor, in accordance with Florida Statute 287.087 hereby certifies that

Tanner Industries, Inc. does:
(Name of Business)

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 violation of such prohibition.

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

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

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities, or contractual services that are under bid, the employee will abide by the terms of the statement, and will notify the employer of any conviction of, or plea of guilty, or *nolo contendre* to any violation of Chapter 1893, or of any controlled substance law of the United States, or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.

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

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Firm Name: Tanner Industries, Inc.

Name of Authorized Official: Matt Tanner

Title of Authorized Official: Sales Administrator

Signature of Authorized Official: [signature]

Date: 7/20/23

EQUAL OPPORTUNITY STATEMENT

The Respondent (Bidder) shall complete the following statement by signing this form where indicated.

Failure to complete this form may be grounds for rejection of bid:

1. The awarded Contractor shall comply with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as amended) prohibiting employment discrimination and shall comply with the regulations and guidelines promulgated pursuant to this Act by the Secretary of the Interior and the Heritage Conservation and Recreation Service.

2. During the performance of this contract, the awarded Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

3. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

4. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

5. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

6. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

7. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

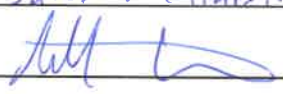
8. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

9. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-Contractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a sub-Contractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Firm Name: Tanner Industries, Inc.

Name of Authorized Official: Matt Tanner

Title of Authorized Official: Sales Administrator

Signature of Authorized Official: 

Date: 7/20/23

NON-COLLUSION CERTIFICATION

I (we) hereby certify that if the contract is awarded to me, our firm, partnership or corporation, that no members of the elected governing body of Martin County nor any professional management, administrative official or employee of the County, nor members of his or her immediate family including spouse, parents or children, nor any person representing or purporting to represent any member or members of the elected governing body or other official, has solicited, has received or has been promised, directly or indirectly, any financial benefit including but not limited to a fee, commission, finder's fee, political contribution, goods or services in return for favorable review of any Proposals submitted in response to the Request for Proposal or in return for execution of a contract for performance or provision of services for which proposals are herein sought.

Firm Name: Tanner Industries, Inc.

Name of Authorized Official: Matt Tanner

Title of Authorized Official: Sales Administrator

Signature of Authorized Official:

Date: 7/20/23

SWORN STATEMENT UNDER SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted for Tanner Industries, Inc

2. This sworn statement is submitted by Matt Tanner

   Whose business address is: 735 Davisville Rd, Southampton, PA 18966

   and (if applicable) its Federal Employer Identification Number (FEIN) is: 23-2050034

   (If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____

3. My name is Matt Tanner and my relationship to the entity named above is Sales Administrator

4. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Section 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record, relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Section 287.133(1) (a), Florida Statutes, means: (1) A predecessor or successor of a person convicted of a public entity crime; or (2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Section 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States

with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, that statement which I have marked below is true in relation to the entity submitting this sworn statement.

[Please indicate which statement applies.]

☒ Neither the entity submitting this sworn statement, nor one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989.

☐ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the Final Order.]

☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the Final Order.]

☐ The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

Signature: _____ Date: 7/31/23

STATE OF (PENNSYLVANIA)

COUNTY OF (BUCKS)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 31st day of July, 2023, by MATT TANNER (Name of Officer or Agent), as SALES ADMINISTRATOR (Title of Officer or Agent) of TANNER INDUSTRIES INC (Name of Corporation Acknowledging) a PENNSYLVANIA corporation (State or Place of Incorporation), on behalf of the corporation. He/She is ☑ personally known to me or ☐ has produced a driver's license issued within the past 5 years as identification.

NOTARY PUBLIC SEAL

Commonwealth of Pennsylvania - Notary Seal
Samantha Tanner, Notary Public
Bucks County
My commission expires July 19, 2027
Commission number 1349030
Member, Pennsylvania Association of Notaries

Notary Public, State of PENNSYLVANIA

SAMANTHA TANNER
(Printed, Typed or Stamped Name of Notary Public)

VENDOR CERTIFICATION REGARDING
DISCRIMINATORY VENDOR LIST

Respondent Vendor Name: Tanner Industries, Inc.

Vendor FEIN: 23-2050034

Vendor's Authorized Representative Name and Title: Matt Tanner / Sales Administrator

Address: 735 Davisville Road

City, State, Zip: Southampton, PA 18966

Phone Number: (215) 322-1238

Email Address: sales@tannerind.com

Section 287.134(3)(d), Florida Statutes, prohibits an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity." Section 287.134(2)(a), F.S.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on are on the Discriminatory Vendor List maintained by the Florida Department of Management Services pursuant to Section 287.134(3)(d), F.S.

Certified By: _____
who is authorized to sign on behalf of the above referenced company.

Matt Tanner / Sales Administrator
Print Name and Title

7/20/23
Date

ADDENDUM #1

REQUEST FOR BID (RFB) 2023-3527

CHEMICALS FOR WATER AND WASTEWATER TREATMENT

BID DUE DATE: AUGUST 9, 2023 @ 2:30 PM

The following information shall become part of this bid and shall be binding as if originally contained therein.

QUESTIONS

1. Per the instructions to Bid (RFB) 2023-3527, Item #3 Preparation of Bid please advise if "Bidders must quote on all items listed and failure to do so will disqualify the bid". Can this request be Voided or removed as we are planning on bidding on 3 out of the 9 products listed on the bid?

   RESPONSE: Please state "no bid" on products not handled.

RECEIPT OF ADDENDUM **#1** IS HEREBY ACKNOWLEDGED

Tanner Industries, Inc.
Firm Name

Signature

ADDENDUM #2

REQUEST FOR BID (RFB) 2023-3527

CHEMICALS FOR WATER AND WASTEWATER TREATMENT

BID DUE DATE: AUGUST 9, 2023 @ 2:30 PM

The following information shall become part of this bid and shall be binding as if originally contained therein.

QUESTIONS

1. What is your current price for sulfuric acid?

   RESPONSE: Our current contracted rate is $2.51/gal.

RECEIPT OF ADDENDUM **#2** IS HEREBY ACKNOWLEDGED

Tanner Industries, Inc.
Firm Name

Signature

ADDENDUM #3

REQUEST FOR BID (RFB) 2023-3527

CHEMICALS FOR WATER AND WASTEWATER TREATMENT

BID DUE DATE: AUGUST 9, 2023 @ 2:30 PM

The following information shall become part of this bid and shall be binding as if originally contained therein.

QUESTIONS

1. What are the sizes of tanks for Carbon Dioxide located at the two FOB plants?

   North Jensen Water & Wastewater Plant
   3100 NW Hillman Drive
   Jensen Beach, FL 34957

   Tropical Farms Water & Wastewater Plant
   8595 SW Kansas Avenue
   Stuart, FL 34997

   RESPONSE: Tropical Farms Water & Wastewater Plant is the only site that has a Carbon Dioxide system. Size of the tank is 30 tons.

2. Who is the current supplier for Carbon Dioxide and what is the current price per pound or ton?

   RESPONSE: There is no current supplier for the Carbon Dioxide. The system is currently being constructed with expected completion before the end of 2023.

3. Would you please provide the current price for all chemicals on the bid?

   RESPONSE:

   - **Liquid sodium Hypochlorite (12%): $1.049/gal**
   - **Anhydrous Ammonia: $1.520/lb or $7.9040/gal**
   - **Caustic Soda (Sodium Hydroxide 50%): $3.55/gal**
   - **AWCA - 111UL: $8.12/gal**
   - **Sulfuric Acid: $2.51/gal**
   - **HTH tablets: $2.65/lb**
   - **HTH Chlorine granular: $2.32/lb**

RECEIPT OF ADDENDUM **#3** IS HEREBY ACKNOWLEDGED

Tanner Industries, Inc.
Firm Name

Signature

TANNER INDUSTRIES, INC.
735 DAVISVILLE ROAD, THIRD FLOOR
SOUTHAMPTON, PA 18966-3200
215-322-1238 FAX 215-322-7725
www.tannerind.com

July 31, 2023

Martin County Utilities
Stuart, FL
RFB: 2023-3527

Dear Sir:

This is to certify that Matthew Tanner has the corporate authority to enter into agreements/contracts for Tanner Industries, Inc.

If there is a need for additional information, please call 1-800-643-6226

Sincerely,
Tanner Industries, Inc.

Eric Hindawi
Secretary Treasurer

Tanner Industries, Inc. Bid Exceptions to
Martin County Board of County Commissioners RFB 2023-3527:

Pg. 23 of 26

11. Indemnification. CONTRACTOR shall indemnify and hold harmless the COUNTY and Federal government from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, person or property by or from the said CONTRACTOR; or by, or in consequence of any neglect in safeguarding the work; or by the use of unacceptable materials in the construction of improvements; or on account of any negligent act or omission, neglect or misconduct of the said CONTRACTOR; or by, or on account of, any claim or amounts recovered under the "Workers Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the ~~sole~~ negligence of the COUNTY. The first ten dollars ($10.00) of compensation received by the CONTRACTOR represents specific consideration for this indemnification obligation.

TANNER INDUSTRIES, INC.
735 DAVISVILLE ROAD, THIRD FLOOR
SOUTHAMPTON, PA 18966-3200
215-322-1238 FAX 215-322-7725
www.tannerind.com

July 31, 2023

To Whom it May Concern,

Tanner Industries Inc. will supply you with Anhydrous Ammonia from Tanner's Apopka, FL facility. This material is NSF/ANSI certified and meets the NSF-60 and AWWA B305-22 standards. This information can be verified at https://www.nsf.org/.

I hope this letter will satisfy your request. We look forward to working with you as quality partners, and if you have any questions, or require further information, please contact me.

Sincerely,
Tanner Industries, Inc.,

James Klucsarits
Manager, Quality and Regulatory Affairs

TANNER INDUSTRIES, INC.
735 DAVISVILLE ROAD, THIRD FLOOR
SOUTHAMPTON, PA 18966-3200
215-322-1238 FAX 215-322-7791
www.tannerind.com

ANHYDROUS AMMONIA SPECIFICATIONS

Metallurgical Grade		
Ammonia (NH_3) Assay	99.9965%	Minimum
Ammonia (NH_3) Assay	99.9990%	Typical
Water	33 ppm	Maximum
Water	<10 ppm	Typical
Oil	2 ppm	Maximum
Oil	1 ppm	Typical

Revision: August 01, 2009
Supercedes: June 01, 2001
Approval: QC/QA

NSF International

RECOGNIZES

TANNER INDUSTRIES, INC.

Plant at: APOPKA, FL

AS COMPLYING WITH NSF/ANSI 60.

PRODUCTS APPEARING IN THE NSF OFFICIAL LISTING ARE AUTHORIZED TO BEAR THE NSF MARK.

March 11, 2002

Certificate: 01261 - 01

Tanner Industries, Inc.

SAFETY DATA SHEET

Section 1. Identification

Product Name:	**Ammonia, Anhydrous**
Synonyms:	Ammonia
CAS REGISTRY NO:	7664-41-7
Supplier:	Tanner Industries, Inc. 735 Davisville Road, Third Floor Southampton, PA 18966
Website:	www.tannerind.com
Telephone (General):	215-322-1238
Corporate Emergency Telephone Number:	**800-643-6226**
Emergency Telephone Number:	**Chemtrec: 800-424-9300**
Recommended Use:	Various Industrial / Agricultural

Section 2. Hazard(s) Identification

Hazard: Acute Toxicity, Corrosive, Gases Under Pressure, Flammable Gas, Acute Aquatic Toxicity

Classification:
Acute Toxicity, Inhalation (Category 4)
Skin Corrosion / Irritation (Category 1B)
Serious Eye Damage / Irritation (Category 1)
Gases Under Pressure (Liquefied gas)
Flammable Gases (Category 2)
Acute Aquatic Toxicity (Category 1)

Note: (1 - Most Severe / 4 - Least Severe)

Pictogram:



Signal word: **Danger**

Hazard statements:
Harmful if inhaled.
Causes severe skin burns and serious eye damage.
Flammable gas.
Contains gas under pressure; may explode if heated.
Very toxic to aquatic life.

Precautionary statements:
Avoid breathing gas/vapors.
Use only outdoors or in well-ventilated area.
Wear protective gloves, protective clothing, eye protection, face protection.
Keep away from heat, sparks, open flames and other ignition sources. No smoking.

Precautionary statements (continued):

IF INHALED: Remove person to fresh air and keep comfortable for breathing. Call a doctor/physician and seek medical attention for severe exposure or if symptoms persist. Specific treatment, see supplemental first aid instructions in Section 4 (First Aid Measures).
IF ON SKIN: Rinse immediately with plenty of water before removing clothes. Contaminated clothing could possibly be frozen to skin. Rinse skin with water or shower (minimum of 20 minutes). Specific treatment, see supplemental first aid instructions in Section 4 (First Aid Measures).
IF IN EYES: Immediately call a doctor/physician and seek medical attention. Rinse continuously with water for several minutes (minimum of 20 minutes). Specific treatment, see supplemental first aid instructions in Section 4 (First Aid Measures).
Wash contaminated clothing before reuse.
Store in a well-ventilated place. Keep container tightly closed. Protect from sunlight. Store locked up.
In case of leakage: Eliminate all ignition sources, if safe to do so.
In case of leaking gas fire: Stop flow of gas before extinguishing.
Dispose of contents/container in accordance with local, regional, national, international regulations as applicable. See section 13 (Disposal Considerations).

NFPA Rating:

Health (Blue) - 3
Flammability (Red) – 1
Instability (Yellow) – 0
Special Hazards (White) – NA



Note: The degree of hazard for flammability may be 3 in a confined space.

NFPA Numbering System:
0 = Least Hazardous / 4 = Most Hazardous

HMIS Rating:

ANHYDROUS AMMONIA		
HEALTH	-	3
FLAMMABILITY		1
PHYSICAL HAZARD		0
PERSONAL PROTECTION		H

See note in Section 16 regarding the Hazardous Materials Identification System (HMIS).

HMIS Hazard Index:
0 = Minimal, 1 = Slight, 2 = Moderate, 3 = Serious, 4 = Severe

Section 3. Composition / Information on Ingredients

CHEMICAL NAME: Ammonia, Anhydrous
CAS REGISTRY NO: 7664-41-7
SYNONYMS: Ammonia
CHEMICAL FAMILY: Inorganic nitrogen compounds
COMPOSITION: 99+% Ammonia

Section 4. First Aid Measures

IF INHALED: Immediately remove person to fresh air and keep comfortable for breathing. In case of severe exposure or if irritation persists, breathing difficulties or respiratory symptoms arise, seek medical attention. If not breathing, administer artificial respiration. If trained to do so, administer supplemental oxygen, if required.
IF ON SKIN: Immediately rinse skin and contaminated clothing with plenty of water before removing clothes. Clothing that has been contacted by liquid ammonia may freeze to the skin. Thaw frozen clothing from skin before removing. Flush skin with copious amounts of tepid water for a minimum of 20 minutes. Do not rub or apply topical, occlusive compounds, such as ointments, certain creams, etc., on affected area. For liquid ammonia contact, seek immediate medical attention. For severe vapor contact or if irritation persists, seek medical attention.
IF IN EYES: Immediately rinse continuously with copious amounts of tepid water for a minimum of 20 minutes. Eyelids should be held apart and away from eyeball for thorough rinsing. Do not rub or apply topical, occlusive compounds, such as ointments, certain creams, etc., on affected area. Seek medical attention.
IF SWALLOWED: Rinse mouth. Do not induce vomiting. If conscious, give large amounts of water to drink. May drink orange juice, citrus juice or diluted vinegar (1:4) to counteract ammonia. If unconscious, do not give anything by mouth. Seek medical attention.

NOTE TO PHYSICIAN: Respiratory injury may appear as a delayed phenomenon. Pulmonary edema may follow chemical bronchitis. Supportive treatment with necessary ventilation actions, including oxygen, may warrant consideration.

Section 5. Fire Fighting Measures

EXTINGUISHING MEDIA:
Water Spray, Water Fog, Dry Chemical, Carbon Dioxide (CO2) or foam.

SPECIAL FIRE FIGHTING PROCEDURES:
Must wear protective clothing and a positive pressure SCBA.
Stop flow of gas or liquid if possible.
Approach fire upwind and evacuate area downwind if needed.
Use water spray to keep fire-exposed containers cool and control vapors.
If a portable container (such as a cylinder or trailer) can be moved from the fire area without risk to the individual, do so to prevent the pressure relief valve of the trailer or portable container from discharging or the cylinder from rupturing. If relief valves are inoperative, heat exposed storage containers may become explosion hazards due to over pressurization.
Stay upwind when containers are threatened.

UNUSUAL FIRE AND EXPLOSION HAZARDS:
Outdoors, ammonia is not generally a fire hazard. Indoors, in confined areas, ammonia may be a fire hazard, especially if oil or other combustible materials are present.
Combustion may form toxic nitrogen oxides (NO_x).

Section 6. Accidental Release Measures

GENERAL:
Only properly trained and equipped persons should respond to an ammonia release.
Wear eye, hand and respiratory protection and protective clothing; see Section 8, Exposure Controls / Personal Protection.
Stop source of leak if possible, provided it can be done in a safe manner.
Leave the area of a spill by moving laterally and upwind.
Isolate the affected area. Non-responders should evacuate the area, or shelter in place.

SPECIFIC STEPS TO BE TAKEN:
For a hazardous material release response, Level A and/or Level B ensemble including positive-pressure SCBA should be used. A positive pressure SCBA is required for entry into ammonia atmospheres at or above 300 ppm (IDLH).
Stay upwind and use water spray downwind of container to absorb the evolved gas.
Do not apply water directly to container, unless there is heat impingement, as ammonia boils at -28 °F (direct water will heat container), and more vapors will be released.
Caution: Adding water directly to liquid spills will increase volatilization of ammonia, thus increasing the possibility of exposure.
Contain spill and runoff from entering drains, sewers, streams, lakes and water systems by utilizing methods such as diking, containment, and absorption.

Section 7. Handling and Storage

SPECIAL PRECAUTIONS:
Only trained persons should handle anhydrous ammonia. Store in well-ventilated areas, with containers tightly closed. Protect from temperatures exceeding 120 °F (48.8 °C). Protect containers from physical damage. Keep away from ignition sources, especially in indoor spaces. Do not use plastic. Do not use any non-ferrous metals such as copper, brass, bronze, tin, zinc or galvanized metals. Use only stainless steel, carbon steel or black iron for anhydrous ammonia containers or piping.
OSHA 29 CFR 1910.111 prescribes handling and storage requirements for anhydrous ammonia.
Refer to Compressed Gas Association (CGA) G-2.1 for the recommendations for the storage and handling of anhydrous ammonia.

VENTILATION:
Local exhaust should be sufficient to keep ammonia vapor below applicable exposure standards.

WORKPLACE PROTECTIVE EQUIPMENT:
Protective equipment should be stored near, but outside of anhydrous ammonia area. Water for first aid, such as an eyewash station and safety shower, should be kept available in the immediate vicinity. See 29 CFR 1910.111 for workplace requirements.

DISPOSAL:
See Section 13, Disposal Considerations. Classified as Resource Conservation and Recovery Act (RCRA) Hazardous Waste due to corrosivity with designation D002, if disposed of in original form.

Section 8. Exposure Controls / Personal Protection

EXPOSURE LIMITS FOR AMMONIA: (Vapor)

Ammonia		
USA ACGIH	ACGIH TWA	25 ppm
USA ACGIH	ACGIH STEL	35 ppm
USA NIOSH IDLH	NIOSH IDLH	300 ppm
USA NIOSH	NIOSH REL (TWA)	18 mg/m^3; 25 ppm
USA NIOSH	NIOSH REL (STEL)	27 mg/m^3; 35 ppm
USA OSHA	OSHA PEL (TWA)	35 mg/m^3 ; 50 ppm
Alberta	TWA / STEL	25 ppm (TWA), 35 ppm (STEL)
British Columbia	TWA / STEL	25 ppm (TWA), 35 ppm (STEL)
Manitoba	TWA / STEL	25 ppm (TWA), 35 ppm (STEL)
New Brunswick	TWA / STEL	25 ppm (TWA), 35 ppm (STEL)
Newfoundland & Labrador	TWA / STEL	25 ppm (TWA), 35 ppm (STEL)
Northwest Territories	TWA / STEL	25 ppm (TWA), 35 ppm (STEL)
Nova Scotia	TWA / STEL	25 ppm (TWA), 35 ppm (STEL)
Nunavut	TWA / STEL	25 ppm (TWA), 35 ppm (STEL)
Ontario	TWA / STEL	25 ppm (TWA), 35 ppm (STEL)
Prince Edward Island	TWA / STEL	25 ppm (TWA), 35 ppm (STEL)
Quebec	TWAEV / STEV	25 ppm (TWAEV), 35 ppm (STEV)
Saskatchewan	TWA / STEL	25 ppm (TWA), 35 ppm (STEL)
Yukon	TWA / STEL	25 ppm (TWA), 40 ppm (STEL)

Mexico	OEL TWA (mg/m3)	18 mg/m3
Mexico	OEL TWA (ppm)	25 ppm
Mexico	OEL STEL (mg/m3)	27 mg/m^3
Mexico	OEL STEL (ppm)	35 ppm

PROTECTIVE EQUIPMENT:

EYE/FACE PROTECTION: Chemical splash goggles should be worn when handling anhydrous ammonia. A face shield can be worn over chemical splash goggles as additional protection. Do not wear contact lenses when handling anhydrous ammonia. Refer to 29 CFR 1910.133 for OSHA eye protection requirements.

SKIN PROTECTION: Ammonia impervious gloves and clothing (such as neoprene, butyl and Teflon) should be worn to prevent contact during normal operations, such as loading/unloading and transfers.
Chemical boots can be worn as additional protection.

RESPIRATORY PROTECTION: Respiratory protection approved by NIOSH for ammonia must be used when applicable safety and health exposure limits are exceeded. For escape in emergencies, NIOSH approved respiratory protection should be used, such as a full-face gas mask and canisters/cartridges approved for ammonia or SCBA. A positive pressure SCBA is required for entry into ammonia atmospheres at or above 300 ppm (IDLH).

Refer to 29 CFR 1910.134 and ANSI: Z88.2 for OSHA respiratory protection requirements.
Also refer to 29 CFR 1910.111 for respiratory protection requirements at bulk installations.

VENTILATION: Local exhaust should be sufficient to keep ammonia vapor below applicable exposure standards.

FOR A HAZARDOUS MATERIAL RELEASE RESPONSE: Level A and/or Level B ensemble including positive-pressure SCBA should be used. A positive pressure SCBA is required for entry into ammonia atmospheres at or above 300 ppm (IDLH).

Section 9. Physical and Chemical Properties

APPEARANCE AND ODOR:	Colorless liquid or gas with a pungent odor. Odor threshold 2 - 5 ppm.
SOLUBILITY IN WATER:	(per 100 pounds of water): 86.9 pounds at 32 °F, 51 pounds at 68 °F
SPECIFIC GRAVITY OF GAS (air = 1):	0.596 at 32 °F
SPECIFIC GRAVITY OF LIQUID (water = 1):	0.682 at -28 °F (Compared to water at 39 °F).
WEIGHT (per gallon):	5.15 pounds at 60 °F
PH:	Not applicable (Highly alkaline/base).
BOILING POINT:	-28 °F at 1 Atm.
FORMULA:	NH_3
MOLECULAR WEIGHT:	17.03 (NH_3)
FLAMMABILITY	
FLASHPOINT:	None
FLAMMABLE LIMITS OF VAPOR IN AIR:	LEL/UEL 16% to 25% (Listed in the *NIOSH Pocket Guide to Chemical Hazards at* 15% to 28%).
AUTO IGNITION TEMPERATURE:	1,204 °F (If catalyzed). 1,570 °F (If un-catalyzed).
CRITICAL TEMPERATURE:	271.4 °F
DECOMPOSITION TEMPERATURE:	-108.4 °F
GAS SPECIFIC VOLUME:	20.78 Ft^3/Lb at 32 °F and 1 Atm.
VAPOR DENSITY:	0.0481 Lb/Ft^3 at 32 °F
LIQUID DENSITY:	38.00 Lb/Ft^3 at 70 °F
VISCOSITY:	0.00982 cP at 68 °F
EVAPORATION RATE:	Not applicable
APPROXIMATE FREEZING POINT:	-108 °F
VAPOR PRESSURE:	114 psig at 70 °F
SURFACE TENSION:	23.4 Dynes / cm at 52 °F
CRITICAL PRESSURE:	111.5 Atm
PARTITION COEFFICIENT:	-114 at 77 °F

Section 10. Stability and Reactivity

REACTIVITY:
Anhydrous ammonia has potentially explosive reactions with strong oxidizers. Anhydrous ammonia forms explosive mixtures in air with hydrocarbons, chlorine, fluorine and silver nitrate. Anhydrous ammonia reacts to form explosive products, mixtures or compounds with mercury, gold, silver, iodine, bromine, silver oxide and silver chloride.

CHEMICAL STABILITY:
Stable under normal ambient conditions of temperature and pressure. Heating a closed container causes vapor pressure to increase. Will not polymerize.

POSSIBILITY OF HAZARDOUS REACTIONS:
Will react exothermically with acids and water.

CONDITIONS TO AVOID:
Avoid anhydrous ammonia contact with chlorine, which forms a chloramine gas, which is a primary skin irritant and sensitizer. Avoid contact with galvanized surfaces, copper, brass, bronze, mercury, gold and silver. A corrosive reaction will occur.

INCOMPATIBLE MATERIALS:
Anhydrous ammonia is incompatible with acetaldehyde, acrolein, boron, chloric acid, chlorine monoxide, chlorites, nitrogen tetroxide, perchlorate, sulfur, tin and strong acids.

HAZARDOUS DECOMPOSITION PRODUCTS:
Anhydrous ammonia decomposes to hydrogen and nitrogen gases above 450 °C (842 °F). Decomposition temperatures may be lowered by contact with certain metals, such as iron, nickel and zinc and by catalytic surfaces such as porcelain and pumice.

Section 11. Toxicological Information

Potential health effects: Ammonia is an irritant and corrosive to the skin, eyes, respiratory tract and mucous membranes. Exposure to liquid or rapidly expanding gases may cause severe chemical burns and frostbite to the eyes, lungs and skin. Skin and respiratory related diseases could be aggravated by exposure. The extent of injury produced by exposure to ammonia depends on the duration of the exposure, the concentration of the liquid, gas or vapor and the depth of inhalation.

Exposure Routes:
Inhalation (vapors, gas), skin and/or eye contact (vapors, liquid, gas).

Symptoms of acute exposure:

Inhalation: Exposure may result in severe irritation and/or burns of the nose, throat and respiratory tract. May cause dyspnea (breathing difficulty), wheezing, chest pain, bronchospasm, pink frothy sputum, pulmonary edema or respiratory arrest. Extreme exposure may result in death from spasm, inflammation or edema. Respiratory injury may appear as a delayed phenomenon. Pulmonary edema may follow chemical bronchitis. Brief inhalation exposure to 5,000 ppm may be fatal.

Skin: Irritation, corrosive burns, blister formation (vesiculation) may result. Contact with liquid may produce freeze burns (frostbite) and caustic burns.

Eyes: Vapors may cause severe irritation. Tearing, eye burns, permanent eye damage or blindness may occur. Effects of direct contact may range from irritation and lacrimation to severe injury and blindness.

Ingestion: Ingestion is unlikely since the material is a gas under normal atmospheric conditions. If ingested, it may cause burns and corrosion, severe pain of the mouth, throat, esophagus and stomach or may be fatal

Chronic Exposure:
Repeated exposure to ammonia may cause chronic irritation of the eyes and respiratory tract.

Toxicity:
LC_{50} - 5131 mg/m^3 (7338 ppm) to 11,592 mg/m^3 (16,600 ppm), 60 minute exposure, Rat.
LD_{50} - 350 mg / kg (Oral / Rat).

Not listed in the National Toxicology Program (NTP).
Not recognized by OSHA as a carcinogen.
Not listed as a carcinogen by the International Agency for Research on Cancer (IARC monograph).
Germ cell mutagenicity information is not available. Reproductive toxicity information is not available.

Section 12. Ecological Information

Ammonia is harmful to aquatic life at very low concentrations. Notify local health and wildlife officials and operators of any nearby water intakes upon contamination of surface water.

Toxicity:
Terrestrial plants: LOEC = 3-250 ppm NH_3.
Aquatic plants: LOEC = 0.5-500 mg NH_3-N/L.
Acute toxicity to invertebrates: 48 h LC50 = 2.94 mg un-ionized NH3-N/L.
Chronic toxicity to invertebrates: NOEC = 0.163- 0.42 mg un-ionized NH3/L.
Acute toxicity to fish: 96-h: LC50 = 0.09 – 3.51 mg un-ionized NH_3/L.
Chronic toxicity to fish: NOEC = 0.025-1.2 mg un-ionized NH3/L.

Environmental Fate Information: Ammonia dissipates relatively quickly in ambient air and rapidly returns to the soil via combination with sulfate ions or washout by rainfall. Ammonia strongly adsorbs to soil, sediment particles and colloids in water under aerobic conditions. Biodegradation of ammonia to nitrate occurs in water under aerobic conditions resulting in a biological oxygen demand (BOD).

Persistence/Degradability:
Biodegradable in soil. Ozonation in the air. Soluble in water.
Bioaccumulative Potential:
Not applicable.
Mobility in Soil:
No additional information available.
Other Adverse Effects:
No additional information available.

Section 13. Disposal Considerations

Dispose of unused contents/container in accordance with local/regional/national/international regulations as applicable.
Listed as hazardous substance under the Clean Water Act (CWA) (40 CFR 116.4 and 40 CFR 117.3).
Classified as hazardous waste under the Resource Conservation and Recovery Act (RCRA) (40 CFR 261.22 Corrosive #D002).
Comply with all regulations.
Suitably diluted product may be utilized as fertilizer on agricultural land.
For hazardous waste regulations information call the RCRA Hotline (800) 424-9346, or visit the US EPA website.

Section 14. Transport Information

14.1
US Department of Transportation (US Domestic)

HAZARD CLASS:	2.2, Non-Flammable Gas. (49 CFR 173.115)
PROPER SHIPPING NAME:	Ammonia, Anhydrous
IDENTIFICATION NUMBER:	UN 1005
LABEL / PLACARD:	2.2, Non-Flammable Gas





(Only as required by 49 CFR 172.322)

PACKAGE MARKINGS:	Refer to 49 CFR 172.302, General marking requirements for bulk packagings. Refer to 49 CFR 172.301, General marking requirements for non-bulk packagings. Refer to 49 CFR 172.328, Cargo Tanks for additional marking requirements.
ADDITIONAL INFORMATION:	Marine Pollutant Requirements: Subject to the requirements of 49 CFR 172.322. The words "Inhalation Hazard" shall be entered on each shipping paper in association with the shipping description, shall be marked on each non-bulk package in association with the proper shipping name and identification number, and shall be marked on two opposing sides of each bulk package.

14.2
International

HAZARD CLASS:	2.3 (Poison Gas), Subsidiary 8 (Corrosive)
PROPER SHIPPING NAME:	Ammonia, Anhydrous
LABEL / PLACARD:	2.3, 8 / Poison Gas, Corrosive (Subsidiary)
IDENTIFICATION NUMBER:	UN 1005
ADDITIONAL INFORMATION:	Marine pollutant



ENVIRONMENTAL HAZARDS:
IMDG, Known Marine Pollutant: Yes
United Nations Model Regulations, Environmentally Hazardous: Yes

Section 15. Regulatory Information

Subject to the reporting requirements of Section 302, Section 304, Section 312 and Section 313, Title III of the Superfund Amendments and Reauthorization Act (SARA) of 1986 and 40 CFR 372.

Under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), Section 103, any environmental release of this chemical equal to or over the reportable quantity of 100 pounds must be reported promptly to the National Response Center, Washington, D.C. (1-800-424-8802).

Emergency Planning & Community Right to Know Act, (EPCRA) extremely hazardous substance, 40 CFR 355, Title III, Section 302 – Ammonia, Threshold Planning Quantity (TPQ) 500 pounds.

Listed on the US EPA Toxic Substances Control Act (TSCA) Chemical Substance Inventory.

EPA Hazard Categories – Immediate: Yes; Delayed: No; Fire: No; Sudden Release: Yes; Reactive: No

Clean Air Act – Section 112(r): Listed under EPA's Risk Management Program (RMP), 40 CFR Part 68, at storage/process amounts greater than the Threshold Quantity (TQ) of 10,000 pounds (ammonia, anhydrous).

Anhydrous ammonia is listed under Department of Homeland Security regulation 6 CFR Part 27, Chemical Facility Anti-Terrorism Standards (CFATS) at storage / process amounts greater than the threshold quantity of 10,000 pounds (ammonia, anhydrous).

Occupational Safety & Health Administration (OSHA): This material is considered to be hazardous as defined by the OSHA Hazard Communication Standard 29 CFR 1910.1200. This material is subject to Process Safety Management requirements of 29 CFR 1910.119 if maintained on-site, including storage / process, in quantities of 10,000 pounds (ammonia, anhydrous) or greater.

Section 16. Other Information

Preparation Information: Revision Date November 1, 2018. Revised by: HJS
Replaces Revision Date May 1, 2015.

Revisions to this Safety Data Sheet

Section 2:	Added note regarding the degree of hazard for flammability in a confined space. Added note regarding the Hazardous Materials Identification System (HMIS).
Section 8:	Reformatted and added information for Canada and Mexico.
Section 14.1:	Updated information for Package Markings and added "Additional Information."
Section 14.2:	Updated "Additional Information" and "Environmental Hazards."

HMIS Rating: The American Coatings Association's (ACA) *Hazardous Materials Identification System (HMIS®) and corresponding HMIS® Implementation Manual,* aid employers with the development and implementation of a comprehensive Hazard Communication Program. The program and manual address hazard assessment, labeling, Safety Data Sheets (SDS), and employee training. ACA's HMIS® hazard rating scheme is designed to be compatible with workplace labeling requirements of the U.S. Occupational Safety and Health Administration's (OSHA) revised Hazard Communication Standard (HCS). It is constructed to communicate hazard information to employees through training and the use of colors, numbers, letters of the alphabet, and symbols of types of personnel protective equipment (PPE).
HMIS® ratings are to be used with a fully implemented HMIS® program. It is the responsibility of the employer to determine the appropriate hazard classification and personnel protective equipment (PPE) code for this material.

For more information on HMIS® consult the HMIS® Implementation Manual.
HMIS® is a registered trademark and service mark of the American Coatings Association, Inc.

Acronyms:
ACGIH: American Conference of Governmental Industrial Hygienists
ANSI: American National Standards Institute
CAS: Chemical Abstracts Service
CFR: Code of Federal Regulations
DHS: Department of Homeland Security
DOT: Department of Transportation
EPA: Environmental Protection Agency
HMIS: Hazardous Materials Identification System
IARC: International Agency for Research on Cancer
IDLH: Immediately Dangerous to Life or Health
IMDG: International Maritime Dangerous Goods
NFPA: National Fire Protection Association
NIOSH: National Institute for Occupational Safety and Health
NTP: National Toxicology Program
OSHA: Occupational Safety and Health Administration
PEL: Permissible Exposure Limit
PPM: Parts Per Million
RCRA: Resource Conservation and Recovery Act
REL: Recommended Exposure Limit
SCBA: Self Contained Breathing Apparatus
STEL: Short Term Exposure Limit
TLV: Threshold Limit Value
TWA: Time Weighted Average

Disclaimer:
The information, data, and recommendations in this safety data sheet relate only to the specific material designated herein and do not relate to use in combination with any other material or in any process. To the best of our knowledge, the information, data, and recommendations set forth herein are believed to be accurate. We make no warranties, either expressed or implied, with respect thereto and assume no liability in connection with any use of such information, data, and recommendations. Judgements as to the suitability of the information contained herein for the party's own use or purposes are solely the responsibility of that party. Any party handling, transferring, transporting, storing, applying or otherwise using this product should review thoroughly all applicable laws, rules, regulations, standards and good engineering practices. Such thorough review should occur before the party handles, transfers, transports, stores, applies or otherwise uses this product.

LIST OF BIDDERS

RFB2023-3527
CHEMICALS FOR WATER & WASTEWATER TREATMENT
DATE ADVERTISED: JULY 10, 2023
BID DUE DATE: AUGUST 9, 2023 @ 2:30 PM

CHEMRITE, INC.
TANNER INDUSTRIES, INC.
AIRGAS SPECIALTY PRODUCTS, INC.
AMAYA SOLUTIONS INC. (d/b/a AMERICAN WATER CHEMICALS, INC.)
SHRIEVE CHEMICAL COMPANY, LLC
SULPHURIC ACID TRADING COMPANY, INC.
UNIVAR SOLUTIONS USA, INC.
HARCROS CHEMICALS
MATHESON TRI-GAS, INC.
FLORIDA CHEMICAL SUPPLY, INC.
ALLIED UNIVERSAL CORPORATION
BRENNTAG MID-SOUTH, INC.
ODYSSEY MANUFACTURING, CO.

DEMANDSTAR STATISTICS:

NUMBER OF BIDDERS: **13**
NUMBER OF PLANHOLDERS: **46**
NUMBER OF SUPPLIERS NOTIFIED: **660**

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Client#: 1549796 TANNEIND1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/01/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Ruth Cocco	
USI Insurance Services LLC 1787 Sentry Pkwy W., Veva 16 Suite 300 Blue Bell, PA 19422	PHONE (A/C, No, Ext): 484-754-1503	FAX (A/C, No): 610-537-4974
	E-MAIL ADDRESS: ruth.cocco@usi.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Nautilus Insurance Company	17370
INSURER B : Ironshore Specialty Insurance Co	25445
INSURER C : Great Divide Insurance Company	25224
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Tanner Industries, Inc.
735 Davisville Rd
Southampton, PA 18966-3282

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR x Products Pollution GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X	X	GSP204364712	06/01/2026	06/01/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$1,000,000 $300,000 $25,000 $1,000,000 $2,000,000 $2,000,000 $
C	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	X	X	BAP204371512	06/01/2026	06/01/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$1,000,000 $ $ $ $
A B	X UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $0	X	X	FFX204371812 XSCUW0030450302	06/01/2026 06/01/2026	06/01/2027 06/01/2027	EACH OCCURRENCE AGGREGATE 	$16,000,000 $16,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WCA204371712	06/01/2026	06/01/2027	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
C	Automobile Hired Car - Physical Damage			BAP204371512	06/01/2026	06/01/2027	Comprehensive-$100 Ded Collision - $1,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Boynton Beach is included as an Additional Insured with respect to General Liability as required by written contract, subject to operations of the Named Insured.

CERTIFICATE HOLDER

City of Boynton Beach
100 E. Ocean Ave.
Boynton Beach, FL 33435

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CITY OF BOYNTON BEACH — PROCUREMENT SERVICES

Piggyback Procurement Compliance Review

Review date: October 26, 2026

DETERMINATION: CONDITIONALLY COMPLIANT

1. Quote Under Review

Vendor	Tanner Industries, Inc.
Quote number	Tanner piggyback invitation letter to Taralyn Pratt, August 18, 2026
Quote date	August 18, 2026
Quote expiration	Price firm through September 11, 2027
Total value	$64,400.00 annual aggregate — $60,000.00 not-to-exceed for anhydrous ammonia under Agreement 27-005PB, $2,400.00 storage tank rental under Equipment Leases R16-143 and R20-080, and $2,000.00 pressure-vessel inspection borne by the City as lessee
Term	October 1, 2026 through September 11, 2027, with one (1) remaining one-year renewal option
Annual payment	$60,000.00 not-to-exceed
Cooperative contract	Martin County, Florida Contract No. RFB2023-3527 — Chemicals for Water & Wastewater Treatment

The City's Utilities Water Quality and Treatment Department seeks a new contract vehicle for the purchase and delivery of bulk anhydrous ammonia to the East and West Water Treatment Plants, where it is used to form chloramines for drinking-water disinfection while holding chlorine disinfection byproducts below EPA standards. Tanner Industries, Inc. has supplied this chemical since October 2021 under a piggyback of City of Stuart ITB No. 2021-113 at $0.79 per pound; that contract has expired. The proposed replacement, City Agreement No. 27-005PB, piggybacks Martin County Contract No. RFB2023-3527 at $1.18 per pound, an annual amount not to exceed $60,000, commencing October 1, 2026 and running through September 11, 2027 with one remaining renewal option. On October 25, 2026 the department supplied the complete underlying Martin County procurement file, which resolves the substantive policy questions raised on first review.

- **Goods:** Metallurgical Grade Anhydrous Ammonia, LTL bulk quantities, delivered to the City's East and West Water Treatment Plants
- **Pricing:** $1.18 per pound delivered, including 2 hours unloading time; Terms Net cash 30 days; Effective October 1, 2026; price firm through September 11, 2027
- **Delivery terms:** Delivery within 72 hours of a purchase order per the City agreement
- **Excluded from this vehicle:** An existing City–Tanner storage tank lease, which the quote states will remain unchanged and which is not part of the Martin County contract

2. Underlying Cooperative Contract

Lead Agency	Martin County Board of County Commissioners (a political subdivision of the State of Florida) — a governmental entity, not a national purchasing cooperative
Contract Scope	Chemicals for Water & Wastewater Treatment — all labor, materials and services necessary to deliver specified water and wastewater treatment chemicals for Martin County Utilities & Solid Waste Department on an as-needed basis. Nine chemical line items were solicited; Tanner bid and was awarded item 3, Anhydrous Ammonia, only.

Initial Term	September 12, 2023 through September 11, 2026
Renewal Options	Two (2) one-year renewal options, not to exceed 5 years, through September 11, 2028
Current Status	ACTIVE. Renewal #1, fully executed July 13, 2026, renews the Master Agreement through September 11, 2027. One renewal option remains.
Amendments	Renewal #1 only. Paragraph 4 carries pricing and all other terms forward unchanged from the 2023 award. Contract Article 7 permits annual price escalation on written verification of industry increases; no escalation has been applied — the price quoted to the City equals the original 2023 awarded rate.
Advertisement	Published in The Stuart News and on DemandStar, July 10, 2023; bids opened publicly 2:30 PM, August 9, 2023

3. Policy Compliance Checklist (Purchasing Policy Manual, Sec. IX(8) Piggy-backing, Provisions A–K)

Requirement	Status
Cooperative purchasing vehicle authorized (A)	✅ Pass — Martin County, a Florida county government
Lead agency is a governmental entity	✅ Pass — Martin County Board of County Commissioners
Original contract competitively procured (B)	✅ Pass — sealed RFB2023-3527, advertised 7/10/2023, public opening 8/9/2023
Cooperative contract number verified on quote	✅ Pass — RFB2023-3527 on the quote, agreement, contract and renewal
Contract active at proposed start date	✅ Pass — Renewal #1 executed 7/13/2026 extends to 9/11/2027
Contract term within cooperative renewal period	✅ Pass — City term ends 9/11/2027, the same day as the Master Agreement
All products within cooperative contract scope (F / H)	✅ Pass — Anhydrous Ammonia is Exhibit B line item 3, the only item Tanner bid
Unit pricing at or below contract maximums (G)	✅ Pass — $6.1360/gal ÷ 5.2 lb/gal = $1.18/lb exactly; firm through 9/11/2027
Original solicitation on file (J1)	✅ Pass — RFB2023-3527, 26 pages
Tabulation / award with reason (J2)	✅ Pass — Taralyn working to obtain
Winning bid on file (J3)	✅ Pass — Tanner bid submittal, 34 pages with Exhibit B pricing
Copy of the contract on file (J4)	✅ Pass — executed Master Agreement 9/12/2023 and fully executed Renewal #1
Advertisement showing open competition (J5)	✅ Pass — legal ad, The Stuart News and DemandStar, 7/10/2023
City Attorney review completed (C)	✅ Pass — City-form agreement 27-005PB prepared as a Commission agenda item
FL law / venue / public records clauses (D)	✅ Pass — City-form agreement carries the standard provisions
Insurance in force and Risk approved	✅ Pass — Risk approved 9/22/2026; renewal certificate due before 6/1/2027
Vendor consent to piggyback	✅ Pass — Tanner letter dated 8/18/2026
Best Value Option within 15% cap (K)	✅ N/A — tank rental carries its own authority under R16-143 and R20-080; no supplementary item is added to the piggyback

Correct Master Agreement attached as Exhibit A	✅ Pass — corrected 77-page Exhibit A attaches the full Martin County file; no Stuart material
Correct policy citation in the agreement	✅ Pass — Taralyn fixed this.
Tank rental supported by standing Commission authority	✅ Pass — R16-143 and R20-080, $1,200 each per year; confirm both current
City Commission approval obtained (E)	⚠️ Required before execution — Resolution Drafted for approval
Resolution title matches what the agreement actually authorizes	✅ Pass — ammonia purchase and delivery only; tank rental sits outside this instrument

4. Items in Compliance

- **Exhibit A Corrected — Martin County File Now Attached in Full —** The department supplied a rebuilt Exhibit A on October 26, 2026, and it resolves the defect found on first review. The 77-page exhibit contains no City of Stuart ITB 2021-113 material whatsoever, and assembles the entire Martin County record in one instrument: Tanner's August 18, 2026 piggyback letter at page 1; the fully executed Martin County Renewal #1 dated July 13, 2026 at page 2; Martin County Purchasing's September 14, 2023 Notice of Award at page 3; the executed Master Agreement with its Scope of Services at pages 4 through 16; the Exhibit B price schedule showing anhydrous ammonia at $6.1360 per gallon at page 17; the complete RFB2023-3527 solicitation at pages 18 through 34, with the legal advertisement and its 'Publish: The Stuart News — July 10, 2023' directive on page 18; and Tanner's winning bid submittal with its qualification statement, affidavits and Addenda 1 through 3 at pages 44 through 63, followed by product literature and safety data sheets. The exhibit bound to the agreement now attaches the contract the agreement incorporates.
- **Provision J Satisfied Within a Single Exhibit —** With the corrected exhibit, four of the five items required by Purchasing Policy Manual Sec. IX(8)(J) sit in one document in the order a reviewer would want them: the original solicitation (J1, pp. 18-34), the Notice of Award evidencing the reason for award (J2, p. 3), the winning bid (J3, pp. 44-63), the contract together with its executed renewal (J4, pp. 2 and 4-16), and the advertisement showing complete and open competition (J5, p. 18). Only the bid tabulation itself remains outstanding.
- **Cooperative Vehicle Authorized (Provision A) —** Martin County, Florida is a county government and therefore an authorized source under Purchasing Policy Manual Sec. IX(8)(A). This is a one-off piggyback of another local government's own contract, not a national purchasing cooperative.
- **Underlying Contract Competitively Procured (Provision B) —** Martin County issued sealed Request for Bid No. RFB2023-3527 on July 10, 2023, received bids until a public opening at 2:30 PM on August 9, 2023, and awarded to Tanner Industries, Inc. The full 26-page solicitation, Tanner's 34-page bid submittal, the executed Master Agreement and the Notice of Award are all now in the file. A sealed Request for Bid with public advertisement and public opening meets or exceeds the City's own competitive process.
- **Pricing Equals the Governmental Contract Rate (Provision G) — VERIFIED —** Martin County's awarded price for Anhydrous Ammonia is $6.1360 per gallon (Exhibit B, line item 3). Tanner's own bid establishes the conversion the parties use: $1.520 per pound equals $7.9040 per gallon, i.e. 5.2 pounds per gallon. Dividing the awarded rate by that factor gives $6.1360 ÷ 5.2 = $1.180000 per pound — exactly the rate quoted to the City. The City is therefore paying precisely the Martin County contract rate, satisfying provision G, which requires pricing to equal or beat the governmental contract. The quote further fixes the price through September 11, 2027, so no escalation can be applied during the City's term. At $1.18 per pound the $60,000 annual cap buys approximately 50,847 pounds (9,778 gallons).
- **Scope Not Expanded; Anhydrous Ammonia Is the Awarded Line Item (Provisions F and H) —** Exhibit B to the executed Master Agreement shows nine chemical line items solicited. Tanner priced only item 3, Anhydrous Ammonia, at $6.1360 per gallon for an estimated 10,000 gallons ($61,360.00); every other line is blank. Anhydrous ammonia is therefore unambiguously a line item Martin County solicited, evaluated and awarded to

Tanner, and the City is purchasing exactly that item and nothing more. The earlier concern that a multi-chemical bid may have been awarded by line to different vendors is resolved in the City's favor.

- **Advertisement Showing Complete and Open Competition (Provision J(5)) — VERIFIED —** Page 1 of RFB2023-3527 is the legal advertisement itself: the formal notice that the Board of County Commissioners will receive sealed bids, the scope, the place and deadline for submission, the statement that the complete bid document may be downloaded from DemandStar, the equal-opportunity statement, and the closing 'By order of the Board of County Commissioners of Martin County, Florida.' It carries the publication directive 'Publish: The Stuart News — July 10, 2023 / DemandStar — July 10, 2023.' This is a legal-ad copy naming the publication and date, which satisfies the standing advertisement rule; it is materially more than an advertise date printed on a cover sheet. A publisher's affidavit from The Stuart News would be the strongest form of proof but is not required to close this item.
- **Underlying Contract Documents Obtained (Provision J(1), (3), (4)) —** The file now contains the original solicitation (RFB2023-3527, 26 pages), Tanner's winning bid submittal (34 pages, including the Exhibit B price schedule and the pre-bid Q&A), the executed Master Agreement dated September 12, 2023 (14 pages), and the fully executed Renewal #1 dated July 13, 2026. The Notice of Award — Martin County Purchasing's September 14, 2023 award email to Tanner — is also in the file.
- **Contract Active for the Entire City Term —** The City agreement runs October 1, 2026 to September 11, 2027. Renewal #1 renews the Master Agreement until September 11, 2027 — the City's term ends on exactly the same day and does not extend beyond the Master Agreement. The City agreement also terminates no later than six months after the Master Agreement expires or is terminated.
- **City Attorney Form Agreement (Provision C) —** The submission includes a City-form Piggyback Agreement carrying City contract number 27-005PB with the City Attorney named in the notices provision, now supplied in a Final version, together with a draft Resolution R26-XXX in City form. Under the standing rule, an agenda-item-form agreement means City Attorney review is complete.
- **Florida Law, Venue and Public Records Clauses (Provision D) —** The City-form Piggyback Agreement carries the City's standard provisions, and paragraph 3 restates all Vendor representations and warranties from the Master Agreement for the City's benefit, substituting the City for Martin County. The agreement's own terms control over any conflicting Master Agreement term or Vendor quote, invoice, or other Vendor-provided document.
- **Insurance Verified and Risk Approved —** Certificate of Liability Insurance approved by Risk Management September 22, 2026. Commercial General Liability, Automobile Liability, Umbrella/Excess ($16,000,000 aggregate) and Workers' Compensation are in force 06/01/2026 to 06/01/2027, with the City named as Additional Insured for General Liability. The certificate expires June 1, 2027, before the September 11, 2027 contract end date — a renewal certificate will be required.
- **Vendor Consent to Piggyback —** Tanner Industries confirmed in writing on August 18, 2026 that it agrees to extend an invitation to piggyback Martin County Contract No. RFB2023-3527 for the City, at a stated price, firm through September 11, 2027.
- **Procurement File Completed by the Department —** The Backup Finder agent could not retrieve the Martin County records because the County hosts them on the OpenGov Procurement portal behind bot protection, with complete packages otherwise furnished on written request to Purchasing. The department obtained the full file directly from Martin County on October 25, 2026 — solicitation, bid, contract, renewal and Notice of Award — which closed the provision J gaps without a records request being necessary.

Sources: Martin County RFB2023-3527 solicitation (26 pp, advertisement at p.1); Tanner Industries bid submittal (34 pp, Exhibit B price schedule p.2, pre-bid Q&A p.19); executed Martin County Master Agreement dated September 12, 2023 (14 pp, Exhibit B p.14); fully executed Renewal #1 dated July 13, 2026; Martin County Purchasing Notice of Award email dated September 14, 2023; Tanner piggyback quote dated August 18, 2026; City of Boynton Beach Piggyback Agreement No. 27-005PB (original and Final); draft Resolution R26-XXX; Certificate of Liability Insurance approved by Risk Management September 22, 2026; City piggyback register (PO 260539); COBB Purchasing Policy Manual Sec. IX(8), provisions A–K; Tanner_Equipment_Lease_R16-143_East_Plant_Tank1.pdf; Tanner_Equipment_Lease_R20-080_East_Plant_Tank2.pdf; Tanner_Equipment_Lease_1993_Three_Tanks.pdf

TANNER INDUSTRIES, INC.
735 DAVISVILLE ROAD, THIRD FLOOR
SOUTHAMPTON, PA 18966-3200
215-322-1238 FAX 215-322-7725
www.tannerind.com

October 26, 2026

City of Boynton Beach
Boynton Beach, FL

Attn. Taralyn:

This is to certify that Lisa Conway has the corporate authority to enter into agreements/contracts for Tanner Industries, Inc.

If there is a need for additional information, please call 1-800-643-6226

Sincerely,
Tanner Industries, Inc.

Brad Tanner
President & CEO

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 11/ 5/2026

Proposed Resolution No. R26-204- Approving a Piggyback Agreement with Rehrig Pacific Company for plastic refuse and recycling containers with related technology solutions, for a term commencing upon full execution through April 4, 2029, in an annual amount not to exceed $192,000.00; providing an effective date; and for all other purposes.

Requested Action: Staff recommends approval of Proposed Resolution No. R2X-204.

Explanation of Request: Term: Commences upon full execution by both parties and continues through April 4, 2029

The Public Works Department purchases injection-molded mobile refuse containers (garbage, recycling, and organics carts) for new residential accounts and replaces damaged carts. The City previously purchased these containers from Rehrig Pacific Company through a piggyback of the Miami-Dade County / OMNIA agreement (RFP00254), approved by Resolution R20-113 on October 6, 2020.

The Department is requesting approval to piggyback on the Sourcewell RFP No. 120324 for Plastic Refuse and Recycling Containers with Related Technology Solutions, a State of Minnesota local government unit and service cooperative, which was awarded a Master Agreement No. 120324-REH to Rehrig Pacific Company. The Master Agreement expires April 4, 2029, with three (3) additional one-year renewal options. The Sourcewell solicitation process satisfies the City's competitive bidding requirements. Staff recommends Commission approval authorizing the Mayor to execute a piggyback agreement with Rehrig Pacific Company.

The City is a Sourcewell Participating Entity (Account #21407).

How will this affect city programs or services? Ensures an uninterrupted supply of refuse and recycling carts for residential service.

Budgeted Item: Yes

Account Line Item and Description: 431-2515-534.46-93 / DUMPSTER REPAIRS

Procurement Methodology Bids and Purchases Only: This purchase will be procured

through the piggyback exemption of the purchasing policy section IX.8. Piggyback contracts significantly benefit the City of Boynton Beach by providing a cost-effective and efficient way to procure goods and services. By leveraging agreements already in place with other governmental entities, the City can avoid the time-consuming and expensive process of issuing its own competitive bids. This allows quicker access to needed resources while often securing more favorable pricing due to the economies of scale achieved through larger contracts. Additionally, piggybacking ensures the City can tap into pre-vetted vendors who have already been thoroughly evaluated, reducing administrative burdens and risks associated with vendor selection. Ultimately, piggyback contracts streamline procurement, save taxpayer money, and improve the efficiency of City operations.

Fiscal Impact: This is a budgeted item.
Annual expenditure not-to-exceed amount: $192,000

Attachments:
Agenda Item 5124-2026 Resolution R26-XXX Piggyback - Rehrig Pacific - 27-003PB Refuse and Recycling Containers.docx
Exhibit A to Resolution - Piggyback Agreement No. 27-003PB, Rehrig Pacific Company
Exhibit A to Piggyback Agreement: Sourcewell Master Agreement No. 120324-REH (with pricing schedule)
COI - Rehrig Pacific
R20-113 (prior piggyback agreement)

RESOLUTION NO. R26-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH REHRIG PACIFIC COMPANY, FOR PLASTIC REFUSE AND RECYCLING CONTAINERS WITH RELATED TECHNOLOGY SOLUTIONS, FOR A TERM COMMENCING UPON FULL EXECUTION THROUGH APRIL 4, 2029, IN AN ANNUAL AMOUNT NOT TO EXCEED $192,000.00; PROVIDING AN EFFECTIVE DATE; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City requires plastic refuse and recycling containers, together with related parts, accessories, and technology solutions ("Services"); and

WHEREAS, on October 15, 2024, Sourcewell, a State of Minnesota local government unit and service cooperative, issued Request for Proposals ("RFP") No. 120324 for Plastic Refuse and Recycling Containers with Related Technology Solutions, for which it received twelve (12) responses and subsequently awarded agreements to five (5) vendors; and

WHEREAS, Sourcewell found Rehrig Pacific Company ("Vendor") to be a responsive, responsible proposer and awarded it Master Agreement No. 120324-REH for a four (4) year term commencing April 23, 2025, and expiring April 4, 2029, with the option of up to three (3) additional one-year extensions (the "Master Agreement"); and

WHEREAS, the City is a Sourcewell Participating Entity (Account No. 21407) and is eligible to utilize Master Agreements competitively solicited and awarded by Sourcewell; and

WHEREAS, Section IX – Alternatives to Formal Sealed Bids, Paragraph 8 – Piggy-backing, of the City's Purchasing Policy Manual authorizes the City to piggyback contracts awarded by other governmental agencies and purchasing cooperatives where the originating entity complied with requirements equal to or exceeding the City's requirements; and

WHEREAS, City staff is requesting the City enter into a Piggyback Agreement with the Vendor to obtain the Services at competitively established pricing; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to approve the Piggyback Agreement with the Vendor for plastic refuse and recycling containers with related technology solutions in an annual amount not to exceed $192,000.00.

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

RESOLUTION NO. R26-

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, does hereby approve the Piggyback Agreement between Vendor and the City for plastic refuse and recycling containers with related technology solutions, for a term commencing upon full execution through April 4, 2029, in an annual amount not to exceed $192,000.00 (the "Piggyback Agreement"), in form and substance similar to that attached as **Exhibit A**.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Piggyback Agreement. The Mayor is further authorized to execute ordering documents up to the annual not-to-exceed amount, amendments renewing the Piggyback Agreement consistent with any renewal or extension of the Master Agreement, any ancillary documents required under the Piggyback Agreement or necessary to accomplish the purposes of this Resolution, and any Amendments to the Piggyback Agreement that do not modify the scope of services or annual not-to-exceed amount.

SECTION 4. The City Clerk shall retain the fully executed Piggyback Agreement as a public record of the City. A copy of the fully executed Piggyback Agreement shall be provided to Taralyn Pratt to forward to the Vendor.

SECTION 5. This Resolution shall take effect in accordance with the law.

[SIGNATURES ON FOLLOWING PAGE]

RESOLUTION NO. R26-

PASSED AND ADOPTED this _____ day of _____ 2026.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	____	____
Vice Mayor – Thomas Turkin	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Mack McCray	____	____
Commissioner – Aimee Kelley	____	____
VOTE	_____	

ATTEST:

_____
Tammy Stanzione
Interim City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

Docusign Envelope ID: 15C88E37-E5DF-8EA2-801D-E5AE23C2F561

PIGGYBACK AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND REHRIG PACIFIC COMPANY

This Piggyback Agreement is made as of this __ day of _____, 2026, by and between Rehrig Pacific Company, a Delaware corporation registered to transact business in the State of Florida as a foreign profit corporation, with a principal address of 7452 Presidents Drive, Orlando, FL 32809-5608, hereinafter referred to as "Vendor," and the City of Boynton Beach, a municipal corporation organized and existing under the laws of Florida, with a business address of 100 East Ocean Avenue, Boynton Beach, Florida 33435, hereinafter referred to as "City."

RECITALS

WHEREAS, on October 15, 2024, Sourcewell, a State of Minnesota local government unit and service cooperative, issued a "Request for Proposals" (RFP) No. 120324 for Plastic Refuse and Recycling Containers with Related Technology Solutions ("Services"), resulting in a contracting solution for use by its Participating Entities for which it received twelve (12) responses and subsequently awarded Sourcewell Agreements to five (5) vendors; and

WHEREAS, Sourcewell found Rehrig Pacific Company to be a responsive, responsible bidder, and awarded it a four (4) year contract commencing April 23, 2025, and expiring April 4, 2029, with the option of up to three (3) additional one-year extensions beyond the original four-year term for a total possible length of seven (7) years, Master Agreement No. 120324-REH ("Master Agreement"); and

WHEREAS, the City of Boynton Beach is a Sourcewell Participating Entity (Account # 21407); and

WHEREAS, the City desires to obtain the Services from Vendor; and

WHEREAS, Sourcewell instituted a cooperative purchasing program under which eligible Participating Entities may utilize competitively solicited Master Agreements awarded by Sourcewell; and

WHEREAS, the City's Purchasing Policy Section IX – Alternatives to Formal Sealed Bids, provides authority for the City to acquire or contract for services without utilizing a sealed competitive method or the written quotations method where the desired services are the subject of an agreement that utilizes another government entity's contract, provided that the contract was awarded based strictly on competitive bidding; and

WHEREAS, the City and Vendor have agreed to allow the City to piggyback the Master Agreement, a copy of which is attached as Exhibit "A."

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

AGREEMENT

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

2. **TERM:** The term of this Agreement (the "Term") commences upon full execution by the parties and will remain in effect until April 4, 2029. The Mayor is authorized to execute any renewal amendments. The initial term and any subsequent renewals of this Agreement are subject to the renewal or extension of the Master Agreement. If the Master Agreement expires or is terminated during the Term, this Agreement shall terminate no later than six (6) months after such expiration or termination of the Master Agreement.

3. **CONTRACT TERMS:** The Vendor shall complete the Services on the same terms and in the same manner as set forth in the Master Agreement, except as otherwise provided herein. All recitals, representations, and warranties of Vendor in the Master Agreement are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein, except that all references in the Master Agreement to "Sourcewell" and "Participating Entity" shall be deemed to refer to the "City of Boynton Beach," except in those provisions relating solely to Sourcewell's administration of the Master Agreement (such as administrative fees and sales reporting), and all references to "Supplier" shall be deemed to refer to Vendor. The City shall compensate the Vendor pursuant to the rates outlined in the Master Agreement in an annual amount not to exceed One Hundred Ninety-Two Thousand Dollars ($192,000.00). The Mayor is authorized to execute ordering documents up to the aggregate annual not-to-exceed amount described herein.

4. **DELIVERY, INSPECTION, AND ACCEPTANCE:** The City shall order goods and services by purchase order referencing Vendor's written quote. Unless otherwise stated in the purchase order, goods shall be delivered F.O.B. destination to the location designated by the City, with any freight charges as stated in Vendor's quote, and title and risk of loss shall pass to the City upon delivery. The City may inspect goods within fifteen (15) business days after delivery and may reject any goods that are damaged, defective, or do not conform to the purchase order. Vendor shall, at its expense, including return and replacement freight, replace or correct rejected goods within a reasonable time or, at the City's option, issue a credit for them. Acceptance shall not waive the City's warranty rights. When performing delivery, assembly, distribution, or maintenance services, Vendor shall repair or pay for any damage to public or private property caused by Vendor and shall remove all packaging and debris.

5. **WARRANTY:** In addition to the warranties in the Master Agreement, Vendor's standard written warranties for carts, lids, parts, and other goods shall apply to all goods purchased under this Agreement. Vendor shall state the warranty period for each item in its quote, and that period shall be no less favorable than the warranty Vendor offers other Sourcewell Participating Entities for the same item. During the warranty period, Vendor shall repair or replace defective goods within a reasonable time after notice, at no cost to the City, including the cost of replacement parts or goods and associated freight.

6. **ORDER OF PRECEDENCE:** In the event of a conflict, the following order of precedence shall apply: (1) this Agreement; (2) the Master Agreement; (3) the City's purchase order;

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and (4) Vendor's quote. Any terms and conditions contained in Vendor's quotes, order acknowledgments, or invoices, and any shrink-wrap, click-through, or online license terms for Vendor's software, shall not apply to the City unless expressly agreed to in a writing signed by the City.

7. **NOTICES:** All notices under this Agreement shall be in writing and sent by certified mail, return receipt requested, with proof of delivery, sent to:

City: Daniel Dugger, City Manager
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

Copy: Shawna G. Lamb, City Attorney
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

Vendor: Eric Chambers, VP of Sales
Rodrigo Bernal, Territory Sales Manager
Rehrig Pacific Company
7452 Presidents Drive
Orlando, FL 32809-5608
Telephone: (386) 265-8078
Email: EChambers@rehrig.com; rbernal@rehrig.com

8. **INVOICES AND PAYMENT:** Invoices must identify the PO number and should be mailed to:

Boynton Beach Finance Department
Attn: Accounts Payable
100 E. Ocean Avenue
Boynton Beach, FL 33435
Email: COBBInvoices@bbfl.us

Invoices shall show the nature of the service and date(s) of service. Invoices based on hourly rates shall show the actual hours worked, person performing services, nature of the service, hourly rate, and date(s) of service. Invoices may be submitted no more frequently than monthly. However, all services rendered prior to September 30th of any given year are required to be invoiced by September 30th of that year. Vendor shall provide a W-9 with first invoice.

The fee shall be paid based on receipt of a proper invoice in accordance with the invoice schedule indicated above. Payment will be made within 45 days of receipt of a proper invoice in accordance with the Local Government Prompt Payment Act, Section 218.70 et

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seq., Florida Statutes. No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Vendor, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Vendor of liability for the defective, faulty, or incomplete rendition of the services.

9. **TAX EXEMPT:** Prices applicable to City do not include applicable state and local sales, use, and related taxes. The City is exempt from state and local sales and use taxes and shall not be invoiced for the same. Upon request, City will provide Vendor with proof of tax-exempt status.

10. **SOVEREIGN IMMUNITY:** Nothing contained in this Agreement shall be considered or construed to waive City's rights and immunities under the common law or section 768.28, Florida Statutes, as may be amended.

11. **ATTORNEY'S FEES:** In the event that either Party brings suit for enforcement of this Agreement, each Party shall bear its own attorney's fees and court costs.

12. **PUBLIC RECORDS:**

The City is a public agency subject to Chapter 119, Florida Statutes. The Vendor shall comply with Florida's Public Records Law. Specifically, the Vendor shall:

A. Keep and maintain public records required by the City to perform the service;

B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;

C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Vendor shall destroy all copies of such confidential and exempt records remaining in its possession once the Vendor transfers the records in its possession to the City; and

D. Upon completion of the contract, Vendor shall transfer to the City, at no cost to the City, all public records in Vendor's possession. All records stored electronically by Vendor must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

CITY CLERK'S OFFICE
100 E. OCEAN AVENUE

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13. **DISCRIMINATORY VENDOR AND SCRUTINIZED COMPANIES LISTS; COUNTRIES OF CONCERN:** Vendor represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" under Sections 215.473 or 215.4725, Florida Statutes. Vendor represents and certifies that it is not, and for the duration of the Term, will not be, ineligible to contract with City on any of the grounds stated in Section 287.135, Florida Statutes. Vendor represents that it is and will remain in compliance with Section 286.101, Florida Statutes, for the duration of the Term.

14. **E-VERIFY:** Vendor shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat., shall result in termination of this Agreement. Any challenge to termination under this provision must be filed in the circuit court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by Vendor, Vendor may not be awarded a public contract for a period of one (1) year after the date of termination.

15. **ENTITIES OF FOREIGN CONCERN**. The provisions of this section apply only if Vendor or any subcontractor will have access to an individual's personal identifying information under this Agreement. Vendor represents and certifies: (i) Vendor is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Vendor; and (iii) Vendor is not organized under the laws of, and does not have its principal place of business in, a foreign country of concern. On or before the Effective Date of this Agreement, Vendor and any subcontractor that will have access to personal identifying information shall submit to City executed affidavit(s) under penalty of perjury, in a form approved by City, attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of Section 8. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

16. **ANTI-HUMAN TRAFFICKING**. On or before the Effective Date of this Agreement, Vendor shall provide City with an affidavit attesting that the Vendor does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.

17. **PUBLIC ENTITY CRIME ACT**. Vendor represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and that its entry into this Agreement will not violate that Act. Vendor further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Vendor has been placed on the convicted vendor list.

18. **DISPUTES:** Any disputes that arise between the parties with respect to the performance of this Agreement, which cannot be resolved through negotiations, shall be submitted to a court

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of competent jurisdiction in Palm Beach County, Florida. This Agreement shall be governed by and construed in accordance with Florida law. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION OR LEGAL PROCEEDING RELATED TO THIS AGREEMENT.

19. **EXECUTION OF THE AGREEMENT:** This Agreement will take effect on the date on which it has been signed by both parties (the "Effective Date"). This Agreement may be signed by the parties in counterparts, which together shall constitute one and the same agreement among the parties. A facsimile or electronic signature shall constitute an original signature for all purposes. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing and to bind and obligate such Party with respect to all provisions contained in this Agreement.

20. **TERMINATION FOR CONVENIENCE / OTHER TERMINATION.** This Agreement may be terminated for convenience by the City with at least fourteen (14) calendar days' advance written notice to Vendor. Vendor acknowledges that it has received good, valuable, and sufficient consideration for City's right to terminate this Agreement for convenience, including in the form of City's obligation to provide advance written notice to Vendor of such termination in accordance with this section. This Agreement may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances if the City Manager determines that termination is necessary to protect the public health, safety, or welfare. If this Agreement is terminated by City pursuant to this section, Vendor shall be paid for any services properly performed through the termination date specified in the written notice of termination, subject to any right of City to retain any sums otherwise due and payable, and the City shall have no further obligation to pay Vendor for services under this Agreement. In addition to any termination rights stated in this Agreement, City shall be entitled to seek any and all available contractual or other remedies available at law or in equity, including recovery of costs incurred by City due to Vendor's failure to comply with any term(s) of this Agreement.

21. **TERMINATION FOR CAUSE:** In addition to all other remedies available to City, this Agreement shall be subject to cancellation by City for cause, should Vendor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) calendar days after receipt by Vendor of written notice of such neglect or failure.

22. **INDEMNIFICATION:** Vendor shall indemnify and hold harmless the City, its elected and appointed officers, agents, assigns and employees, consultants, separate contractors, any of their subcontractors, or sub-subcontractors, from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs, and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the City arising out of or resulting from (A) Vendor's performance or breach of this Agreement, (B) acts or omissions, negligence, recklessness, or intentional wrongful conduct by Vendor, its agents, employees, subcontractors, participants, and volunteers, and (C) Vendor's failure to take out and maintain insurance as required under this Agreement. Vendor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all

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costs, judgments, and attorneys' fees which may issue thereon. The obligations of this section shall survive indefinitely regardless of termination of this Agreement.

23. **INSURANCE:** At the time of execution of this Agreement, Vendor shall provide the City with a copy of its Certificate of Insurance reflecting the insurance coverage required by the Master Agreement. The Certificate of Insurance shall name the City of Boynton Beach, its officers, employees, and agents as additional insureds under Vendor's commercial general liability policy, on a primary and non-contributory basis, with a waiver of subrogation in favor of the City, consistent with Article 2, Section 22 of the Master Agreement.

24. **BONDING:** If required by applicable Florida law, Vendor shall furnish performance and/or payment bonds as required by Florida Statutes, regardless of whether such bonding was required under the Master Agreement. Vendor shall provide proof of bonding to the City prior to commencement of Services if bonding is required by law for the type of services being provided under this Agreement.

25. **LIMITATION OF LIABILITY:** Notwithstanding any other provision of this Agreement, City shall not be liable or responsible to Vendor beyond the amount remaining due to Vendor under this Agreement, regardless of whether said liability be based in tort, contract, indemnity or otherwise; and in no event shall City be liable to Vendor for punitive or exemplary damages or for lost profits or consequential damages.

26. **INDEPENDENT CONTRACTOR:** This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that Vendor is an independent contractor pursuant to this Agreement and shall not be considered the City's employee for any purpose.

27. **COMPLIANCE WITH LAWS:** Vendor hereby warrants and agrees that at all times material to this Agreement, Vendor shall perform its obligations in compliance with all applicable federal, state, and local laws, rules, and regulations, including Section 501.171, Florida Statutes. Non-compliance may constitute a material breach of this Agreement.

28. **ASSIGNMENT:** In the event this Agreement or any interests granted herein shall be assigned, transferred, or otherwise encumbered, under any circumstances by Vendor, Vendor must obtain City's prior written consent at least thirty (30) business days before such transfer. For purposes of this Agreement, any change of ownership of Vendor shall constitute an assignment that requires City's approval. Notwithstanding the foregoing, Vendor may, without City's consent, assign this Agreement in whole or in part as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets related to this Agreement. Vendor shall provide City written notice of any such corporate reorganization, consolidation, merger, or sale of substantially all of its assets related to this Agreement within thirty (30) calendar days of such event.

29. **PROHIBITION ON USE OF CITY FUNDS FOR DIVERSITY, EQUITY, AND INCLUSION MATERIAL:** Pursuant to Section 287.139, Florida Statutes, Vendor certifies that it does not, and will not, use any City funds to require its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion, as those terms are defined in Sections 125.595(1) and 166.04971(1), Florida Statutes. This certification applies to any contract or grant executed or renewed on or after January 1, 2027. It restricts only the use of City funds

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and does not apply to equal opportunity or anti-discrimination materials required by state or federal law, or to programs that Vendor funds with its own resources.

30. **AGREEMENT SUBJECT TO FUNDING:** This Agreement shall remain in full force and effect only as long as the expenditures provided for in this Agreement have been appropriated by the City Commission of the City of Boynton Beach in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding. Early termination by City due to loss of funding shall not obligate Vendor to refund any prepaid fees.

31. **ENTIRE AGREEMENT.** This Agreement, including the Master Agreement attached as Exhibit "A," sets forth the entire agreement between the City and the Vendor with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

32. **SEVERABILITY.** If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

33. **ANTI-HUMAN TRAFFICKING**. On or before the Effective Date of this Agreement, Vendor shall provide City with an affidavit attesting that the Vendor does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.

34. **PROHIBITED TELECOMMUNICATIONS EQUIPMENT.** Vendor represents and certifies that Vendor and all subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Vendor represents and certifies that Vendor and all subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the Term of this Agreement.

35. **CONFIDENTIAL INFORMATION:** Subject to Chapter 119, Florida Statutes, Vendor shall not disclose any City information or data, including resident and account data collected through Vendor's technology solutions, to third parties without the City's prior written authorization, except as necessary to perform this Agreement. Vendor shall maintain the confidentiality of any sensitive City information, including information about City facilities, security systems, or operations, that Vendor may encounter while performing this Agreement. City data shall remain the property of the City, and Vendor shall return it to the City in a commonly used format upon request or upon termination of this Agreement.

36. **VENDOR'S PERSONNEL:** Vendor shall employ only competent, properly trained personnel to perform services under this Agreement, and shall ensure that all personnel working on City property or in residential areas conduct themselves in a professional manner. The City may require Vendor to remove any personnel from performing services under this Agreement if the City reasonably determines such personnel pose a security risk,

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perform unsatisfactory work, or engage in inappropriate conduct.

37. **FORCE MAJEURE:** If the performance of this Agreement, or any obligation hereunder, is prevented by reason of hurricane, earthquake, or other casualty caused by nature, epidemic, pandemic, or other public health emergency, or by labor strike, war, or by a law, order, proclamation, regulation, or ordinance of any governmental agency (collectively, "Force Majeure Event"), the Party so affected, upon giving prompt notice to the other Party, shall be excused from such performance to the extent of such prevention, provided that the affected Party shall first have taken reasonable steps to avoid and remove such cause of non-performance, shall continue to take reasonable steps to prevent and remove such cause, and shall promptly resume performance whenever such causes are removed. If such inability to perform exceeds sixty (60) consecutive days, the Party that was not prevented from performance may terminate this Agreement upon written notice to the other Party.

38. **NO LIEN:** Vendor shall not permit any lien, attachment, or other encumbrance to be filed or recorded against the City, any City property, or any money due or to become due for any goods furnished or work performed under this Agreement.

39. **NON-EXCLUSIVE:** This Agreement is non-exclusive. The City may purchase the same or similar goods and services from other sources.

40. **RECORDS AND AUDIT:** Vendor shall retain records relating to purchases under this Agreement, including quotes, purchase orders, invoices, and delivery records, for five (5) years after final payment, and shall make such records available to the City for inspection upon reasonable notice during normal business hours.

41. **NON-DISCRIMINATION:** Vendor and any subcontractors shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

42. **THIRD-PARTY BENEFICIARIES:** Neither Vendor nor the City intends to primarily or directly benefit a third party by this Agreement. There are no third-party beneficiaries to this Agreement, and no third party shall be entitled to assert a right or claim against either Party based upon this Agreement.

43. **WAIVER:** The City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or a modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach. To be effective, any waiver must be in writing and signed by an authorized signatory of the Party granting the waiver.

44. **NO CONSTRUCTION AGAINST DRAFTER; HEADINGS:** The Parties have both participated in the negotiation and preparation of this Agreement, and it shall not be construed more strictly against either Party. The headings in this Agreement are for convenience of reference only and shall not affect its interpretation.

Signature Page to follow

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

CITY OF BOYNTON BEACH, FLORIDA

Rebecca Shelton, Mayor

Approved as to Form:

Shawna G. Lamb, City Attorney

Attested/Authenticated:

Tammy Stanzione, City Clerk

REHRIG PACIFIC COMPANY

Signed by:
Eric Chambers
8481A0A76BBD419...
(Signature), Rehrig Pacific Company

Eric Chambers
Print Name of Authorized Official

Vice President of Sales
Title

(Corporate Seal)

Attested/Authenticated:

Signed by:
Eric Chambers
8481A0A76BBD419...
(Signature), Witness

Eric Chambers
Print Name

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EXHIBIT "A"
MASTER AGREEMENT BETWEEN SOURCEWELL
AND REHRIG PACIFIC COMPANY
(AGREEMENT NO. 120324-REH)

Docusign Envelope ID: 688620B6-9838-4326-A2DD-84E5E2E6F98D

MASTER AGREEMENT #120324
CATEGORY: Plastic Refuse and Recycling Containers with Related Technology Solutions
SUPPLIER: Rehrig Pacific Company

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Rehrig Pacific Company, 900 Corporate Center Dr., Suite 600, Monterey Park, CA 91754 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1: General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

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Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on April 4, 2029, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #120324 to Participating Entities. In Scope solutions include:

   a) Residential, commercial, and institutional-sized refuse and recycling containers, collection bins, dumpsters, and carts of principally non-metallic composition;
   b) Lift and tipping solutions for stationary carts and dumpsters;
   c) Maintenance, repair, and similar services of containers; and,
   d) Technology solutions related to the management of, planning for, and/or processes related to collection of refuse and recycling materials solutions described in subsections a.-c., above.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

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i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

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ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier

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certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

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xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

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xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

   A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
   - Maintenance and management of this Agreement;
   - Timely response to all Sourcewell and Participating Entity inquiries; and
   - Participation in reviews with Sourcewell.

   Sourcewell's Authorized Representative is its Chief Procurement Officer.

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4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

   The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);
   - Participating Entity Physical Street Address;
   - Participating Entity City;
   - Participating Entity State/Province;
   - Participating Entity Zip/Postal Code;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

   If collected by Supplier, the Report may include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations

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defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included

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Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
    a) **During the term of this Agreement:**
        i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

        ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

    b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

    c) **Use; Quality Control.**
        i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

        ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

    d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in

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court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.

- $1,500,000 each occurrence Bodily Injury and Property Damage
- $1,500,000 Personal and Advertising Injury
- $2,000,000 aggregate for products liability-completed operations
- $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its

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subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

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5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell	Rehrig Pacific Company
Signed by: Jeremy Schwartz C0FD2A139D06489...	Signed by: Rebecca Vara 56D629544AB04A7...
By: _____	By: _____
Jeremy Schwartz	Rebecca Vara
Title: Chief Procurement Officer	Title: Vice President of Sales - Environment
Date: 4/23/2025 | 8:39 AM CDT	Date: 4/23/2025 | 8:33 AM CDT

RFP 120324 - Plastic Refuse and Recycling Containers with Related Technology Solutions

Vendor Details

Company Name:	Rehrig Pacific Company
Does your company conduct business under any other name? If yes, please state:	Rehrig Pacific or Rehrig
Address:	900 CORPORATE CENTER DR. SUITE 600 Monterey Park, , CA 91754
Contact:	Kendria Street-Miller
Email:	KSMiller@rehrig.com
Phone:	214-980-4652
HST#:	95-4608797

Submission Details

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Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Rehrig Pacific Company	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	D.B.A Rehrig Pacific or Rehrig	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	UMEHLXJJARK9	*
5	Provide your NAICS code applicable to Solutions proposed.	326199 /541990	
6	Proposer Physical Address:	900 CORPORATE CENTER DR. SUITE 600 Monterey Park, CA 91754	*
7	Proposer website address (or addresses):	www.rehrigpacific.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Jack Weber National Account Manager- Municipal Sector 900 CORPORATE CENTER DR. SUITE 600 Monterey Park, CA 91754, jweber@rehrig.com (949) 254-5781	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Rebecca Vara VP, Sales 900 CORPORATE CENTER DR. SUITE 600 Monterey Park, CA 91754 RVara@Rehrig.com (610) 909-5099 (mobile)	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Ryan Paulk, Director, Sales Operations 900 CORPORATE CENTER DR. SUITE 600 Monterey Park, CA 91754 rpaulk@rehrig.com (479) 295-7859 (mobile)	*

Table 2A: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *	

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Rehrig Pacific Company is an American-owned and operated manufacturer founded in 1913. A world-leading plastic container manufacturer, technology provider, and supply chain expert that committed to providing exceptional value and partnership for our customers. We have a family tradition of growth, service, and innovation that began over 100 years ago with the supply of wooden crates for the automotive industry and today has evolved into logistics optimization for over eleven (11) industries. For the past thirty (30) years Rehrig has grown to become the largest roll-out cart and recycling bin manufacturer in North America with seven (7) company-owned manufacturing facilities strategically located nation-wide. Rehrig Pacific Company also has a manufacturing facility in Queretaro, Mexico that serves our customers in Mexico, Central and South America. Possessing the industry's largest production capacity of roll-out cart producing machines and molds, Rehrig Pacific Company can meet the needs of our customers through short lead-time frames as well as handle order quantities of any size and type. Having multiple manufacturing plants strategically located brings our manufacturing closer to our customers which helps optimize delivery timing, reduce freight costs and reduce harmful carbon emissions. Rehrig Pacific Company Mission Statement: The Rehrig Pacific Family celebrates our people and empowers them to create innovative solutions that effectively and responsibly move goods, resources and ideas. Rehrig's Core Values: Family, Service, Growth, Intrapreneurship and Innovation.	*
12	What are your company's expectations in the event of an award?	Our expectation is to continue to work closely with Sourcewell and the growing number of participating entities who use the Sourcewell Cooperative Agreement to mutually grow our business. Our Rehrig salesforce is constantly exploring opportunities to grow our customer base and our solutions to meet the growing needs of the Industries and Customers we support, especially those within the Municipal Sector. With the industry's largest market share in roll-out carts, Rehrig will be leveraging this partnership to enable prospective municipal customers to purchase our products easily by avoiding the lengthy and costly bid process. Our projected growth for our Municipal business is 4% annually with much of this growth via the Sourcewell contract and partnership	*
13	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. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	This strategy ensures a robust and multi-faceted approach to promoting the Sourcewell opportunity, leveraging our extensive industry experience and marketing capabilities to drive awareness and engagement. Revenue and Sales • FY24 Net Sales: $650 million • Current Ratio: 1.70 • Total Assets: $425 million Our substantial asset base and ongoing investments ensure we continue to innovate and deliver value. Please see uploaded financials outlining Rehrig Pacific Company's financial strength.	*
14	What is your US market share for the Solutions that you are proposing?	Presently our US market share is around 40%. Rehrig Pacific has been supplying the Solid Waste & Recycling Industry with various recycling bins and residential automated collection roll-out carts since the 1980's and early 1990's respectively. Over this time Rehrig has manufactured and shipped more than 45 million roll-out carts throughout North America, successfully partnering with some of the North America's largest and most elite Solid Waste & Recycling operations including Los Angeles, Seattle, Milwaukee, Madison, San Diego, Phoenix and Chicago. During this same time Rehrig Pacific has also gained supplier status with several of the industry's largest regional and national private haulers including Waste Management, Republic Waste, Waste Connections, and GFL.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Rehrig Pacific Company's Canadian market share is 40% and growing rapidly.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	We do not have any current or completed bankruptcy proceedings within the past seven years.	*

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), 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, 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?	b) Rehrig Pacific Company is a manufacturer who produces proprietary products and sells them directly to the end user (Municipal and Private Sectors). All of our products being proposed are sold by Rehrig Pacific's company-employed direct sales team. Employing the industry's largest sales team, Rehrig's Environmental Sales Team consists of a VP-Sales, a Director of Sales, (3) Regional Sales Managers, (4) National Account Managers, and (14) Territory Sales Managers. Our sales team also consists of (8) Account Specialists who provide dedicated customer service and support for our Customers and our Sales Team on a daily basis. Our infrastructure does not require the need for dealer or distributor network. Our sales team and our (7) domestic, company-owned manufacturing facilities provide the capacity, capabilities and support required to meet the needs of our new, existing and growing number of customers.	*
18	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.	Rehrig Pacific Company maintains proper DOT Registration & Licensing for over the road shipping and Assembly & Distribution. Our roll-out carts are industry ANSI-Standard compliant. We also hold current business licenses and/or certificates of good standing with all 50 US State & Canada as required. We also have certifications for our bear resistant containers through the Wildlife Management Institute for our 95G & 65G semi-automated and 35G Fully automated bear carts	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Rehrig Pacific Company has no debarments or suspensions or been included in possible Responsible party within the past seven years.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	In the past five (5) years Rehrig Pacific has been recognized for several accomplishments in various areas of the industry. •Great Place to Work 2019-2024: One of the recent accomplishments includes being certified four years in a row as a Great Place to Work (2019-20, 2020-21, 2022-23, 2023-24). This certification came through surveys where employees expressed their satisfaction and positive sentiment about working for such a great company. •Ecovadis sustainability rating in February 2024 and Ecovadis Bronze rating in 2021. Fortune Best Workplaces in Manufacturing & Production in 2021 and 2022. •2021 Recycling Champion Award from the Florida Recycling Partnership Foundation. •In 2020 Rehrig Pacific was awarded the Sustainability Partnership Game Changer Award by the National Waste & Recycling Association for its effort to increase post-consumer resin (PCR) in roll-out carts by 10 percent. •In 2018, Rehrig Pacific was awarded the Large Supply Chain Pioneer of the Year award for leading innovation in the Supply Chain Industry. •Rehrig Pacific is a proud recipient of multiple OSHA awards for safety across a number of our US plants ensuring team member injuries continue to decrease year over year. •Rehrig Pacific prioritizes community service and each year partners with organizations that help give back to the community including Habitat for Humanity, Los Angeles Regional Food Bank, Kenosha's Pollinator Patch Program, and more.	*
21	What percentage of your sales are to the governmental sector in the past three years?	Rehrig Pacific's sales to the Governmental Sector has ranged from 30-32% driven by the efforts of our Environmental Sales Team. The size of our Municipal/Government Sector business fluctuates each year based on the number of municipalities who are seeking to automate their collection service with plastic automated containers. Additionally, factors like the Covid-19 pandemic, recessions, and tight budget constraints can impact a municipality's decision to automate their collection in any given year. Strategically, Rehrig Pacific is projecting that cities will continue to convert their collection systems to automated collection and will continue to leverage Technology solutions to optimize their operations.	*
22	What percentage of your sales are to the education sector in the past three years?	Less than one percent. It is important to understand that educational institutions do not purchase our products directly. The municipalities and private waste haulers who collect their waste & recyclables are the entities who purchase our products. This being said, Rehrig Pacific will sell any educational institution who is interested in purchasing our products and services directly.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	1) Omnia Partners with an average of 25 million annually. 2) Massachusetts State Contract with an average of $300K annually.	*

24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	n/a We do not hold any GSA contracts.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Kansas City, MO	Louis Cummings	816-513-3600	*
City of Columbia, MO	Steve Hunt	573-874-7264	*
Clay County, FL	Milton Towns	904-284-6374	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: 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 employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Our Environmental Sales Force includes the following key personnel: • 1 Senior VP of Sales • 1 VP of Sales • 2 National Account Managers focused on the Municipal Sector • 3 Regional Sales Managers • 14 Territory Sales Managers • 8 Account Specialists Our entire sales force is strategically located across North America and Canada. The National Account, Regional, and Territory Sales Managers will serve as the primary points of contact for our customers. Their responsibilities include: • Promoting and selling products/solutions using a consultative approach to both existing and prospective customers within their designated territories. • Developing and presenting solutions using Rehrig products and services to key decision-makers, effectively articulating the value of our solutions in addressing clients' organizational challenges. The Rehrig Pacific sales team, at various management levels, receives product and sales training up to three times a year to ensure they maintain up-to-date knowledge on products, industry trends, and technical information. Additionally, our sales team are supported by eight Account Specialists who provide dedicated customer service and support on a daily basis (Customer Service). Our Account Specialists partner with our sales territory managers with managing all of our customer's needs. Our sales force is supported by our corporate and manufacturing staff, who provide remote back office and operations support. The support teams include: • Sales Operations • Procurement (Resin, Materials, Tooling, Logistics) Customer Experience (Customer Service) • Human Capital (HR/Training) Manufacturing • New Product Development/Design EH&S (Safety) • Sustainability • Service Operations (Cart Maintenance/Assembly & Delivery) Technology • Operations Support (Implements and supports our Vision Software Technology platform)	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Rehrig Pacific Company and our dedicated, company-employed sales team sell our proprietary products directly to the end-user. With seven (7) roll-out cart producing plants strategically located throughout the United States, Rehrig can provide the industry's shortest lead times and shortest freight lanes, eliminating any reason to utilize a distribution network.	*

28	Service force.	All of our customer's needs and requests are received by our dedicated company-employed Sales and Customer Service team. If the needs of our customers are related service-related solutions including but not limited to Assembly & Distribution and Cart/Container Maintenance, the Rehrig Pacific company-employed Service Operations Team will receive feedback on those needs from our Sales and Customer Service Team and will engage with our customers to implement solutions consistent with needs and timing of our customers. Our Rehrig Pacific Service Operations Team engages with our customers to support projects across the United States and in Canada	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Rehrig Pacific Company implements JD Edwards (JDE) as its Enterprise Resource Planning system. As such, sales orders are submitted into JDE, and Sales Representatives work closely with their Account Specialists in submitting sales orders.Upon submission into JDE,sales order forms are input with a category code that keys the order as a Sourcewell Cooperative purchasing order. For reporting sales, quarterly sales reports are generated from JDE by selecting and running the report using the Sourcewell category code.Subsequently, the report is reviewed by the relevant Sales Representatives, Account Specialists, and Sales Managers. After review and approval by the relevant parties, the sales report is sent to Sourcewell and, simultaneously, Accounts Payable for processing and payment.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	The role of our Account Specialists (Customer Service) is to be the primary point of contact between Rehrig Pacific and our customers. Our Account Specialists are responsible for maintaining customer accounts and files, providing product, solution and service information across all aspects of Rehrig's vertical businesses and industries. The position partners with the Sales Team, fellow Account Specialists, Production, Inventory Control, Scheduling, Shipping, Logistics and Finance teams to ensure customer accounts, order status, production receipts, and shipping are accurate in the system. Responsible for scalability of multiple accounts to small accounts and medium customers with high complexity. The Account Specialists report to the Customer Service Manager for the Environmental Business Unit. Our Environmental Account Specialist Team consists of eight (8) members strategically assigned to Sales Representatives. With eight Account Specialists covering fourteen sales representatives, our better than 1:2 ratio ensures our customers are receiving prompt accurate and professional customer service. Some of the key accountabilities for our Account Specialists include: *Setting up new customer accounts *Maintaining and updating customer records and files *Take customer orders either directly from customers or Sales Representatives *Lead all post sales efforts to ensure customers' needs are met and have a positive buying experience. *Communicate with customers regarding items such as order status, quotations, order changes and confirmations, as well as any complaints or questions *Expedite, track and review customer scheduling requirements *Initiate correction process to resolve customer complaints and service requests *Review customer warranty and submit warranty claims	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Rehrig Pacific Company considers our relationship with Sourcewell to be a beneficial one and we look forward to continuing our relationship. With our market share and industry influence, we have the ability and willingness to provide our products and services to Sourcewell participating entities in the United States. Our current Co-Op contract is a go to sales tool for the Rehrig sales force to provide value to our customers. We currently offer and ship our solutions to municipalities in all 50 states. Our seven (7) manufacturing facilities make the prospect of servicing such a large customer in a large country that much easier.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	All of Rehrig Pacific Company's products and services offered in our proposal are available for sale in Canada. Rehrig Pacific employs a Canadian national who has been very successful in selling our containers and technology solutions to cities in Canada. Our manufacturing facilities in Kenosha, WI and Erie, PA provide nearby manufacturing to service and support the Canadian market. Toronto, Calgary, and Edmonton are just three of Rehrig's largest municipal customers.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Rehrig Pacific Company will serve any qualified Sourcewell members in North America.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	As stated earlier, Rehrig Pacific typically does not sell our products to the Education Sector but would certainly sell these members if they had any reason to purchase our containers directly. Once again, we are a company with a far-reaching sales force and the ability to service Sourcewell members in all regions. Our competitors are part of several cooperative purchasing contracts. Currently Rehrig has only one contract with a nationally recognized cooperative purchasing organization and only one with a state contract.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Rehrig Pacific does not have any restrictions that would apply to members in Hawaii, Alaska or US Territories.	*

36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, Rehrig Pacific will extend terms of the cooperative agreement to any entities.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Rehrig Pacific Company considers our relationship with Sourcewell to be a beneficial one and we look forward to continuing our relationship. With our market share and industry influence, we can provide our products and services to Sourcewell participating entities in the United States, demonstrating our confidence in the value our association serves. Our Sourcewell Co-Op contract is a valuable sales tool for Rehrig, aligning with our strategy to showcase our products, services, and people. To strengthen that relationship, our marketing strategy leverages a comprehensive mix of digital and traditional media to maximize visibility and engagement within the Waste and Recycling industry. We aim to highlight the benefits of cooperative purchasing through Sourcewell, emphasizing our leadership and expertise. This strategy will be implemented across several segments: 1. Trade Shows and Industry Engagement Rehrig Pacific Company participates in numerous regional and national trade shows annually, showcasing our products and services. We are a major sponsor of the National Waste & Recycling Association (NWRA), which hosts Waste Expo, the industry's largest trade show, attracting thousands from both municipal and private sectors. Additionally, we sponsor and are members of The Solid Waste Association of North America (SWANA), which hosts the annual WasteCon trade show. Our sales team also attends various regional trade shows throughout the year. We will highlight our partnership with Sourcewell through our booth designs at these events. Examples: •Major Events: Actively participate in over 50 national and regional events annually. Key sponsorships include the premier annual industry event Waste Expo in May, where we have been the Registration Sponsor for the past five years and the Opening Night Party Sponsor for the past three years. We are a major sponsor of the National Waste & Recycling Association (NWRA), which hosts Waste Expo •Booth and Signage: Secure prime booth locations and prominent signage at major trade shows to enhance visibility. •Speaking Engagements: Participate as speakers and panel members to showcase our thought leadership. 2. Website Our recently updated, user-friendly website provides Sourcewell members with detailed information about our products and services, including specifications, technology services, case studies, videos, sustainability efforts, office locations, and contact information. We will use the website to amplify our partnership with Sourcewell and showcase our growing network of partner brands and companies. Examples: •Video Content: Develop videos for municipalities that showcase the partnership with Sourcewell and its impact on their waste and recycling programs. •Advertorials: Co-author advertorials for Waste Today and Waste 360 to explain the benefits of cooperative purchasing. •Targeted Campaigns: Align on targeted LinkedIn campaigns to build awareness of the power of cooperative buying. 3. Digital Marketing Rehrig Pacific maintains an active presence on LinkedIn, Facebook, Twitter, and YouTube, publishing unique content weekly about our brand, products, services, trade shows, conferences, awards, and recognitions. We have focused on enhancing our LinkedIn presence and sharing our story as an integrated solutions provider. We also highlight new product launches, partnerships, and employee recognition through video content and social banner posts. Examples: •Website and Collateral: Continuously update our website and marketing collateral to reflect on the latest case studies, videos, and success stories related to Sourcewell. •Social media: Utilize both paid and organic LinkedIn campaigns. Paid campaigns will run for 4-6 months annually, focusing on key trade shows and events. Organic posts will be scheduled 2-4 times per month, featuring rollouts and updates. •Email Marketing: Deploy targeted email campaigns timed around major trade shows and specific events to drive engagement and awareness. 4. Advertising We advertise in several industry publications, including Waste 360, and execute digital marketing campaigns across various platforms to reach target audiences. Our past campaigns have utilized Facebook, Google, and LinkedIn for banner ads, video ads, and sponsored content. We also run paid search ads on Facebook and Instagram. Additionally, we distribute direct mail advertisements and publish press releases to highlight new product releases, partnerships, and municipal contract acquisitions. Examples: •Waste 360: Maintain an always-on digital presence with banner ads, high-impact ads, eblasts, and sponsored content such as videos and advertorials.	*

		•Waste Today: Combine print and digital strategies with full-page ads, advertorials, and digital promotions, including retargeting and email blasts. 5. Sponsorships & National/Business Group Meetings We host special guests, including partners and customers, at our national sales meetings. As a Sourcewell vendor, we encourage Sourcewell representatives to attend and speak to our sales team about the benefits of cooperative purchasing contracts. We also invite partners and customers to visit our RISE (Rehrig Innovation Showcase Experience) Center in Dallas, where they can learn about our company's history, products and services. Examples •Industry Events: Support major industry events and over 50 regional events per year, including silent auctions, charity events, and golf tournaments. •Community Initiatives: Engage in community-focused initiatives to build goodwill and strengthen our brand presence. 6. Measuring Engagement To measure engagement effectively, we will implement a variety of metrics and tools tailored to each marketing tactic: •Digital Marketing Metrics: Track website traffic, page views, time spent on pages, and conversion rates using tools like Google Analytics. Monitor LinkedIn engagement through likes, shares, comments, and click-through rates (CTR). Track email marketing metrics such as open rates, click-through rates, and conversion rates. •Paid Media Metrics: Measure impressions, CTR, and conversion rates for digital ads on platforms like Waste 360 and Waste Today. Assess the effectiveness of retargeting efforts by tracking engagement and conversion rates. •Trade Shows and Industry Engagement Metrics: Track the number of attendees visiting our booth and participating in our sponsored events. Measure the number of leads generated and their subsequent conversion rates. Collect feedback from event participants through surveys. •Creative and Co-Branded Initiatives Metrics: Track views, watch time, and engagement on videos. Measure the reach and engagement of co-authored advertorials through publication metrics and reader feedback. •Sponsorships and Community Engagement Metrics: Track the number of events sponsored and the level of engagement. Collect feedback from community initiatives. •Overall Performance Metrics: Calculate ROI for each marketing tactic, measure customer acquisition cost (CAC), and assess customer lifetime value (CLV). By regularly monitoring these metrics, we can adjust our strategies to optimize engagement and ensure the success of our marketing efforts.	
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Rehrig Pacific Company proudly partners with Salesforce, using tools like Pardot to create effective marketing email blasts and digital campaigns. These tools help us reach our targeted audience with precise messaging. By leveraging Salesforce's CRM, we can identify new sales leads and maintain diligent communication throughout the sales funnel. Each month, we review analytics reports from our website and digital platforms to analyze the success of our recent messages. This helps us determine if adjustments are needed in banners, copy, and other content. On social media, our focus over the past year has been on amplifying our story, products, services, and sustainability efforts through unique content, including videos, banners, and sell sheets, particularly on LinkedIn. This strategy has significantly grown our digital presence, expanding our network, increasing company followers, and boosting monthly impressions, visitors, and engagement on our posts.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Rehrig's expectation is that Sourcewell will continue to grow the number of eligible participating members who can purchase from or through our agreement. We also expect Sourcewell to continue to support their Vendors in states and cities where procurement practices might preclude them from purchasing off the Sourcewell agreement.Regarding our sales process, our sales organization on the Environmental team will continue to emphasize and promote cooperative purchasing to all prospective Sourcewell members.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	EDI is an industry-accepted form of eProcurement, and we regularly receive PO's and send invoices via EDI to several of our larger customers. We also have customers that use services like Ariba and Coupa for which we can selectively publish catalog items for more advanced use cases.	*

Table 5A: Value-Added Attributes (100 Points)

Line Item	Question	Response *	

41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Our automated roll-out carts typically do not require user training, as Municipal Public Works Departments and Sanitation Divisions are already well-versed in their use. Each container is marked with instructions on proper operation and handling. Our sales team is also available to conduct specific product training sessions upon customer request. For our Vision Technology products, Rehrig Pacific provides comprehensive training.This includes hardware installation training during program startups,as well as ongoing software training to ensure effective use of the technology. Rehrig Pacific Company offers our customers the opportunity to tour any of our seven U.S.-based manufacturing plants. These tours provide a firsthand look at the processes used to manufacture and ship our solutions. Additionally, our Rehrig Innovation Showcase Experience (RISE) in Dallas serves as an educational resource, promoting the history, use, and innovation of our products to both customers and employees.	*
42	Describe any technological advances that your proposed Solutions offer.	Vision Software: Rehrig Pacific's proprietary Vision Software was developed internally to provide city and county collection operations with enhanced visibility.Our offerings include Work Order and Inventory Management,Service Verification,Visual Verification, Industrial Container Tracking, and other applications designed to help cities improve efficiency and reduce costs in their collection operations. Co-Injection Manufacturing & Use of PCR: Rehrig Pacific has made significant investments in Co-Injection technology. This process allows us to produce roll-out carts using recycled materials while maintaining our customers' brand colors. As state and federal legislation increasingly requires products to be made with recycled materials, municipalities are demanding that roll-out carts contain at least 30% post-consumer recycled plastic (PCR). Typically, PCR material is multi-colored, making it difficult for competitors to produce carts in colors other than black. However, our Co-Injection process enables us to use multi-colored PCR material for the cart's core while applying the municipality's chosen color to the exterior. This ensures that we can meet legislative requirements and customer preferences for standard colors like green, blue, brown, yellow, and grey.	*

43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Green Initiatives: For over a century Rehrig Pacific Company has provided containers to various industries, including waste and recycling containers to an array of customers throughout North America. In the early 1970’s using new grades of recyclable resins and high-pressure molding, Rehrig Pacific began to develop environmentally friendly products. Our containers are manufactured to last, ensuring that quality and length of time used is part of our sustainable promise. We can design and build the right solutions for our customers using a variety of recycled material to meet their needs, while keeping their branding intact. Here is a snapshot of some additional Sustainable initiatives Rehrig Pacific practices. Recyclability: Today, all Rehrig Pacific’s waste and recycling products are 100% recyclable. Because they are 100% recyclable Rehrig offers a Buy Back program (included in our pricing proposal) that allows our customers to return their end-of-useful life (Rehrig) containers back to Rehrig for scrap value. Rehrig uses this material in the manufacturing of new products. As a company, Rehrig Pacific uses nearly 60 million pounds of recycled plastic sourced from both post-industrial and post-consumer waste streams. Every Rehrig product made can be recycled into another Rehrig product at the end of its service. Eco-friendly products are not just good for the environment; they are good for business and an integral strategic part of how we operate. Carbon Footprint: Our seven manufacturing facilities are strategically located throughout the country, decreasing the distance it takes to transport our products to our customers and reducing the amount of carbon emissions released into the atmosphere. In addition, our efficient design of our carts means we can fit more product per truckload, reducing the number of required shipments for the same overall amount of product. With the industry’s greatest capacity (7 locations) we estimate a carbon emissions reduction of 6.6 million pounds (an 86% reduction by comparison) when compared to other cart suppliers who have far greater freight lanes. Rehrig’s manufacturing footprint, design innovation, and efficiency in serving every corner of the country means less emissions, less complexity, and a lot more value to the Municipal customer base. Zero Waste Production: Rehrig takes great pride in our effort to create a “waste free environment” in our manufacturing facilities. Our “Zero Waste" Production Processes ensure that all scrap resin, packaging, and byproduct is reused in the manufacturing process. No aspect of our roll out cart production is wasted; as we recirculate cooling water used in our molds and reclaim our hydraulic fluid. Returnable Packing Containers: At our core, Rehrig Pacific Company has been manufacturing returnable, reusable shipping containers since the early 1960’s. Companies such as Walmart, Pepsi-Cola, Coca-Cola, Kroger and Anheuser-Busch have been purchasing unique proprietary containers from Rehrig to ship their products to market. These containers are designed to be returned and re-used again, often making hundreds of turns. These products have essentially replaced one-way packaging that often ends up in our country’s landfills. Affiliations with TRP and APR: Today Rehrig Pacific Company has partnered with organizations like The Recycling Partnership (TRP) and the Association of Plastics Recyclers (APR). Our partnerships with these two organizations are a commitment by Rehrig Pacific Company to become leaders in the reuse of various recycled materials. This commitment is helping today’s struggling recycling industry find a home for recycled material that is no longer accepted in China and is destined for our landfills and oceans. Our investment in our Co-Injection molding process allows Rehrig to purchase and reuse bulky rigid recycled material. Our commitment is to close the loop and help municipalities meet increasing state and federal recycling goals. In partnership with TRP, Rehrig Pacific Company has committed to the reuse of ocean plastics. With our commitment, Rehrig is helping to find a home for bulky rigid material and reduce the number of plastics from entering our oceans.

44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	•EcoVadis Sustainability Rating Feb 2024 & Bronze Rated in 2021- EcoVadis is the global standard sustainability management platform for trading partners to equally identify areas of accomplishments and opportunities for improvements with regards to sustainability topics. The platform monitors performance while driving continuous improvement. An EcoVadis Rating provides the requesting company/organization with a trusted assessment of their CSR performance, while enabling their suppliers (RPC) to map out the company's sustainability infrastructure. We rank in the 50th percentile which means Rehrig scored higher than or equal to 50 percent of all companies rated by Ecovadis. •Operation Clean Sweep (OCS) Member Since 2021 Operation Clean Sweep is an international program administered by the American Chemistry Council (ACC) and the Plastics Industry Association, (Plastics) designed to prevent resin pellet, flake and powder loss and help keep this material out of the marine environment. All 7 of our U.S. cart manufacturing plants have made the Operation Clean Sweep ® (OCS) pledge and have become an OCS program partner to help control plastic resin loss worldwide. OCS members commit to making zero pellet loss a priority, assess their company's situation/needs, raise employee awareness, and create accountability and look for ways to improve the program. We must requalify every year to maintain this status. •The Only Cart Manufacturer named a Funding Partner of the Recycling Project-the Recycling Partnership is a national nonprofit organization dedicated to transforming recycling systems across the United States. Their mission is to build a better recycling system by making packaging more circular and meeting collective climate and sustainability goals. To become a funding partner, organizations must be committed to supporting the mission of The Recycling Partnership, participate in strategic discussions /initiatives to improve recycling systems and collaborate with other partners and stakeholders to achieve common goals. •ISO/TS 22002-4 certified locations. We have two (Lawrenceville, GA and Dallas, TX) that are ISO/TS 22002-4 certified, and we are working to obtain certification to this standard in our other plants.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Rehrig Pacific has been a family-owned business for more than 113 years. Rehrig Pacific has 7 U.S. based and Company-Owned manufacturing facilities, each capable of meeting the needs of our Environmental Customers Rehrig Pacific has an in-house dedicated Sales Team, Customer Service Team and Service Operations Team with expertise and long-standing track record of exceeding the expectations of our customers. Rehrig Pacific has the industry's largest menu of roll out containers and ancillary products and services available to Sourcewell members to meet ALL their container needs, technology needs, and ancillary service needs from ONE VENDOR. As an example, municipalities can purchase roll-out carts, specialized roll out carts for Organics collection, plastic commercial containers, award winning bear-resistant carts, public litter containers, office and apartment recycling bins, and rectangular and round recycling bins ALL FROM ONE SOURCE. In addition, Sourcewell members are also able to purchase Rehrig' s proprietary Vision Technology solution without having to source this technology from a third party. Conversely, many competing roll-out cart manufacturers who offer technology are buying third party technology or using off the shelf technology. Rehrig Pacific's Buy Back plan allows Sourcewell members to return their old containers to Rehrig to earn scrap value for their containers at the end of their useful life. Lastly, and most important to Sourcewell members, Rehrig Pacific's infrastructure of 14 Territory Sales Manager and 8 Account Specialists, and the industry's greatest capacity gives more Sourcewell members the opportunity to take advantage of shorter lead times, shorter freight lanes, freight cost savings, and a satisfied customer experience without having to purchase their needs from several manufacturers.	*

46	Describe advancements reflected in the equipment or products offered such as safety, longevity or life cycle cost measures.	Rehrig Pacific Company uses the high-pressure injection- molding process to manufacture almost all our products. Specifically, in many of our roll out carts we also leverage proprietary co-injection technology/process that allows us to incorporate recycled plastic into the core of the products we manufacture while maintaining the desired visual appearance consistent with our customer's brand/color preference. Five of the six (6) leading manufacturers of roll-out carts use the injection- molding process. You will hear equally compelling rationale behind the injection-molding versus rotational molding processes. In the end, the quality of a roll-out cart is not so much about the manufacturing process but rather more centered around three crucial components, product design, material quality and manufacturing. For example, a roll-out cart vendor can have a well-designed roll- out cart but if there is sub-par material being used, or if there isn't enough of the required UV Stabilizer being used, the cart will fail. Same thing is true for manufacturing, regardless of if it's a rotationally molded cart or an injection- molded cart. If the production of the cart is jeopardized in any way, (run too quickly, not cooled long enough, the mold is not filled completely, etc.) the product will fail. That being said there are some important inherent advantages to injection molding. As an injection molder, our molds are designed to include varying geometry in the container's design. Simply, an injection cart mold can have several different wall thicknesses throughout its design. Conversely, a rotationally molded roll-out cart can only have one (or the same) wall thickness throughout the cart. Having the ability to incorporate greater or wall stock in areas of the roll-out cart that sustains greater abuse from the lifting equipment is crucial to the longevity of the cart. The Rehrig cart for example, has greater wall thickness in the bottom and gripping areas by the grab-bar and by the handles where the lids are attached. The rotational molded process only allows for ONE wall thickness, meaning they cannot "beef up" their roll-out cart in places where the roll-out cart experiences the most wear and tear. Injection molders can incorporate more PCR and more types of PCR into their products versus a rotational molder. A rotational molder uses a powder form of resin, making it difficult at best, to incorporate various types of PCR. Lastly, injection molders can produce roll-out carts faster compared to rotational molders. This is crucial to consider when municipalities are looking to purchase large quantities of roll- out carts in a short period of time.	*
47	Describe your organization's approach to the collection, storage, usage, ownership, protection, access, and rights of customer data that is gathered in the normal course of doing business.	Rehrig Pacific Company follows the NIST Cybersecurity Framework v2 to ensure robust information security for both internal operations and customer data. We implement best practices like least privilege, segregation of duties, and security logging. All data handled by our employees, contractors, or third parties is protected under our detailed Data Classification and Protection Policy, ensuring the security of all non-public information. The NIST Cybersecurity Framework is a set of guidelines developed by the U.S. National Institute of Standards and Technology (NIST) to help organizations manage and reduce cybersecurity risks. Please see https://csrc.nist.gov/pubs/cswp/29/the-nist-cybersecurity-framework- csf-20/final to learn more about the NIST cybersecurity Framework	*
48	Describe how your offering encourages/facilitates increased participation and efficiencies in recycling and diversion programs.	Rehrig Pacific is dedicated to making a positive impact on the world, both now and in the future. Our mission is driven by sustainability, and our solutions support a circular economy for our customers. Our products are designed to be recyclable at the end of their life. We collaborate with customers to reclaim end-of-life products and reuse the materials in the production of new carts and containers through our proprietary co-injection process. We have an in-house materials laboratory that evaluates alternative materials. We continuously explore the use of materials like Post-Consumer Resin (PCR) to divert waste from landfills. Roll-Out Cart Features: Our carts are manufactured using the co-injection method with PCR. This process allows us to incorporate more types and quantities of PCR compared to rotational molding, which uses powdered resin and limits PCR integration. We also offer a buyback credit for broken or damaged carts. Technology Features: Our Vision Technology Solution includes several applications that municipal collection operations use to improve efficiency in collecting solid waste, recycling, and organic waste. These technologies, along with our roll-out carts, play a significant role in increasing participation in recycling and diversion programs.	*
49	Identify if your offered technology solutions are available through mobile device applications and with which operating systems they are compatible.	Rehrig's Vision Technology is available through mobile device applications using Apple (ios) and Android operating systems.	*

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
50	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		○ Yes ◉ No	Rehrig Pacific is not a certified as any type of disadvantaged business. Because we are a direct manufacturer, we are limited to what we can sub-contract business out to. However, whenever possible Rehrig Pacific Company opts to sub-contract out portions of our contracts to MBE/WBE/DVBE companies who are able to obtain certification in the municipalities we service.	*
51		Minority Business Enterprise (MBE)	○ Yes ◉ No	No, we are not certified as an MBE	*
52		Women Business Enterprise (WBE)	○ Yes ◉ No	No, we are not certified as an WBE	*
53		Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	No, we are not certified as an DOBE	*
54		Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	No, we are not certified as an VBE	*
55		Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	No, we are not certified as an SDVOB	*
56		Small Business Enterprise (SBE)	○ Yes ◉ No	No, we are not certified as an SBE	*
57		Small Disadvantaged Business (SDB)	○ Yes ◉ No	No, we are not certified as an SDB	*
58		Women-Owned Small Business (WOSB)	○ Yes ◉ No	No, we are not certified as an WOSB	*

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
59	Describe your payment terms and accepted payment methods.	Payment Terms: Net 30 Days	*
60	Describe any leasing or financing options available for use by educational or governmental entities.	Rehrig Pacific Company offers leasing and financing options through Rehrig Financial Services (RFS). Rehrig has been successful in helping cities with financing our various products, especially during tight budget constraints brought on by the Covid-19 pandemic. Upon request, Rehrig will also work with Sourcewell members 3rd party financing companies.	*
61	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Rehrig Pacific prepares and delivers a proposal document to municipal customers. This document highlights our company's capabilities, values, the quality of our products, and the vehicles we offer to meet municipal needs. Once an opportunity is awarded, we confirm the details through a quote sheet that specifies the awarded products and their specifications.	*
62	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Rehrig Pacific does accept P-Card but not offer terms through this process payment would be due upon receipt. If the customer requests our terms of Net 30 then they would be required to send a check or wire payment.	*

63	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Rehrig Pacific Company has submitted line-item pricing. Our pricing model is one that is proposing “ceiling pricing" for our products and ancillary services and technology. This price model protects Rehrig Pacific from volatile fluctuations in our raw material (resin) costs. Historically, we have found that municipal orders can vary in size and scope, with some cities needing as few as a hundred containers, to other municipalities who are potentially purchasing thousands and tens of thousands of containers. Our pricing model includes language that would allow a Sourcewell member to work with their Rehrig sales representative for large strategic opportunities. In essence, our pricing is always somewhat negotiable but never higher than the proposed pricing we have submitted in our proposal.	*
64	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Rehrig Pacific does not set a pricing discount. Rehrig's pricing is by line-item and represents ceiling pricing. This affords the opportunity for municipalities to receive more competitive pricing on larger opportunities.	*
65	Describe any quantity or volume discounts or rebate programs that you offer.	Rehrig's pricing is by line-item and represents ceiling pricing. This affords the opportunity for municipalities to receive more competitive pricing on larger strategic opportunities.	*
66	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or "non-contracted items". 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.	Just as we have been offering Sourcewell members on our current agreement, Rehrig is proposing a line item titled, “Sourced Goods Option”. This line item will allow any Sourcewell member to purchase ancillary and/or related products at Cost +15%.	*
67	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All of our Sourcewell pricing exclusive of freight and applicable sales tax. Freight cost can vary depending on which Rehrig location the product(s) are produced and shipped from. Spare parts components for our products are available and listed on our proposal and are exclusive of freight and applicable tax. Rehrig has submitted pricing for our Vision Technology items such as hardware installation, training setup and warranty calls.	*
68	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Rehrig Pacific Company makes great efforts to ensure that our products are received by our customers in a safe, secure, professional, and timely manner. As we do with all our customers, Rehrig will negotiate the most competitive freight rates for the Sourcewell members. Rehrig Pacific Company works directly with third party logistics companies where our annual volume and long-standing relationships provide Rehrig with very competitive freight rates. Once a customer requests a quotation for our products, Rehrig Pacific’s Logistics Manager solicits freight quotes from our list of Rehrig-qualified freight carriers. Based on the quotes received, and considering their availability and price, Rehrig then determines which freight carrier will be chosen. Freight charges are always included in our quotations and will appear on the Sourcewell member’s invoices.	*
69	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Rehrig uses the same process for Canada, Alaska, Hawaii and offshore locations as we use in the contiguous 48 states. The freight carrier base we utilize is also the same. Our freight quotations to these locations include all applicable taxes and tariffs. Our shipments to Hawaii are loaded directly onto the shipping container in which we load. For Alaska, the process is different. Rehrig loads our product onto 53’ dry vans and the goods are then delivered to the Port of Seattle and trans-loaded onto an intermodal or ocean container and then a barge for their destination. Here they are then trans-loaded into dry-van trailers for final mile delivery. The freight rate Rehrig quotes include all these services.	*

70	Describe any unique distribution and/or delivery methods or options offered in your proposal.	As part of our Services product offerings, Rehrig Pacific offers the Assembly & Distribution of our roll-out carts to Sourcewell members' residences. What is unique to Rehrig is that we perform this service internally using company-employed personnel and equipment to offload, assemble and deliver our residential roll-out carts to the individual residences city-wide. Having this service integrated into our offerings eliminates any setbacks or delays by any sub-contracted third-party Assembly & Distribution company. Rehrig is the only roll-out cart manufacturer who offers and manages this service in-house.	*
71	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Rehrig Pacific Territory Sales Manager will work with Sourcewell members to ensure the pricing offered and quoted to those members is consistent with the Sourcewell agreement. The quote documentation will be stored in Salesforce and will have Sourcewell documented, and this will be entered into our ERP System (JDE) once the orders are received and confirmed. All invoicing for subsequent orders from Sourcewell members will be coded in JDE as being associated with Sourcewell and it is these codes that will enable the quarterly reporting to Sourcewell.	*
72	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Our internal metrics will focus on measuring actual performance and activities against the expectations and goals outlined in our Sales Team Key Accountabilities. These accountabilities highlight areas aligned with our Strategic Plan and annual Budget. Each Sales Team member, across all geographical regions, will have proportional goals and responsibilities aimed at maximizing the potential of municipal strategies, leveraging Sourcewell as a key resource to enhance our engagement with municipal customers. We will regularly track actual versus expected results for our Key Accountabilities using Salesforce. Both quantitative and qualitative approaches will be used to evaluate the health of our opportunity pipeline, ensuring our progress aligns with the strategic goals set forth in the Key Accountabilities. Additionally, monthly tracking of actual versus expected results for our annual Budget will be conducted, with action plans developed to address any discrepancies. For Marketing and Outreach Effectiveness, we will monitor metrics such as the number of marketing campaigns, leads generated, and conversion rates from our efforts targeting Sourcewell participating agencies. Activity for these metrics will be documented and measured in Salesforce, which will enable us to optimize strategies, enhance customer engagement, and achieve superior business outcomes. Rehrig utilizes Salesforce as a means for leveraging and measuring all aspects of our sales team including performance and sales (budgets). Using various tools within Salesforce, our sales reps are tracked to measure their activity and are held accountable for developing a list of top 5 municipal prospects. As a company, we also track our monthly and quarterly sales for Sourcewell with an annual goal of increasing our sales 3-5% annually.	*
73	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Rehrig Pacific Company will agree to pay Sourcewell a two percent (2%) administrative fee on all sales (less freight and applicable taxes) completed and signed through the Sourcewell/Rehrig contract. Administrative fee to be paid quarterly or as frequently as Sourcewell prefers.	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
74	The pricing offered does not fit the categories above. Please specify the basis for the pricing offered, including any unique circumstances or justifications that apply.	The nature of our business is to offer participating entities the most competitive pricing at the time. Each individual opportunity is viewed based on timing, size and scope. Pricing will vary from opportunity to opportunity because of this. Rehrig Pacific' commitment will be that we offer the same pricing we would offer them under any other cooperative purchasing agreement. *

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *
75	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	Rehrig Pacific Company is proposing the most complete menu of plastic containers routinely used within the Solid Waste & Recycling Industry today. Rehrig Pacific Company is proposing vertically integrated Technology and Service Solutions which were developed to bring visibility to Solid Waste & Recycling collection operations, helping them to gain efficiency and drive out cost. Recycling Bins Our vast menu of products includes various sizes of curbside recycling bins used in manual recycling collection programs. These products include 14 and 18-gallon curbside recycling bins, 25 and 32-gallon Round curbside recycling bins, a 4-gallon Office Paper recycling bin, a 6-gallon Apartment recycling bin and a 2-gallon Food Waste collection bin. Residential Roll-Out Carts for Recycling, Solid Waste, Yard Waste/Organics Collection. Our complete line of residential collection containers used in semi-automated and fully automated collection programs include the commonly preferred sizes of 35- gallon, 65-gallon and 95- gallon roll-out carts. In addition, Rehrig also offers an 18- gallon (65- liter), a 20-gallon (80-liter) and a 100-liter container for Organics collection. Lastly, Rehrig Pacific offers a patented IGBC certified Bear Resistant roll-out cart in 35, 65 and 95-gallon sizes. Rehrig also offers various accessories and styles of gravity locks designed for programs who experience high scavenging rates or simply want to protect the waste stream inside the container. Rehrig's roll- out carts have been the choice of some of the Solid Waste Industry's more elite collection programs including the Cities of Los Angeles, Seattle, Edmonton, San Diego, Toronto. * Commercial Containers & Public Litter Containers Rehrig Pacific also offers a line of plastic commercial containers used in the collection of commercial waste and recycling. Our Public Litter Containers (PLC's) are also offered and are used for the collection of waste in city parks and downtown areas. Services Rehrig Pacific Company, under our Field Service Group, offers services related to the Solid Waste Industry. These services are performed internally by Rehrig Pacific employees and include Assembly & Distribution, Container Management, Cart Reclamation/Removal, RFID Retrofitting Services, Route Auditing, Yard Cleanups, Mailers and Software Technology. Rehrig's proprietary Vision software platform includes several applications to track assets in real time using RFID and GPS. Our Vision technology provides multi-level visibility that helps reduce operating costs, increase sales, and preserve capital. Vision Technology Applications include Work Order + Inventory, Service Verification, and Industrial Container Tracking. Material Buyback Rehrig Pacific Company provides a Buyback program where Rehrig Pacific Company will repurchase Rehrig's containers that have reached the end of their useful life. The repurchase will be at the current rate of scrap high density polyethylene (HDPE) at the time of sale multiplied by the number of pounds of material retrieved from each container minus freight.
76	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	In addition to our core plastic, Rehrig Pacific offers ancillary products services related to the Solid Waste & Recycling industry. These products can be categorized as Technology and Services Offerings and are included in our proposed pricing. *

Table 8B: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
77	Residential, commercial, and institutional-sized refuse and recycling containers, collection bins, dumpsters, and carts of principally non-metallic composition	(•) Yes ( ) No	Rehrig Pacific can offer all these products to participating entities. •Residential-sized refuse and recycling containers in three sizes and models: •95,65 and 35 Gallons •Enviroguard (EG) and Nestable Bar (NB). •We offer collection bins in the following sizes: •18 Gallon Huskylite Recycling Bin •Open Handle 32Gallon Round Can •25 Gallon Round Can •We offer the following Bear Carts sizes •Fully Automated 95 & 65 Bear Resistant Roll Out Carts •35 Gallon Semi-Automated Bear Resistant Roll Out Cart. Our Carts are easy for residents to roll to the curb, robust and compatible with automated lift arms, and are constructed from high-quality, durable plastic with the ability to include recycled materials	*
78	Lift and tipping solutions for stationary carts and dumpsters	( ) Yes (•) No	Rehrig Pacific does not offer tipping solutions, but we do have an in-house design team capable of working with our customers to develop solutions to meet their needs, challenges and goals.	*
79	Maintenance, repair, and similar services of containers	(•) Yes ( ) No	Rehrig Pacific offers a comprehensive cart maintenance program. We manage the delivery, pickup, repair, and maintenance of all roll-out carts in your service area. For a monthly fee per cart, we handle requests from residential customers for new pickup service, end of service, additional carts, cart size changes, lost or stolen carts, and cart repairs. Our local field service team responds promptly and courteously, adhering to your established customer protocols.	*

80	Technology solutions related to the management of, planning for, and/or processes related to collection of refuse and recycling materials solutions described in line 77-79, above.	(•) Yes ( ) No	•Work Order + Inventory enables real time confirmation of container movements without the need for manual reporting. It can provide visibility into container stock, inventory, eliminating the need for manual checks. •Service Verification captures accurate collection data with RFID and photo exception events with truck-mounted RFID and Camera Hardware that directly feeds into Vision reporting and Map Center. Eliminates the need to scroll through footage for collection proof and aggregates data to manage route balance and reduce call-backs,confirms that drivers pick up on schedule, bins are in the right places,and work is getting done on time. •Visual Verification provides a two-camera system that captures visual evidence of services, or attempted services, which are easily documented and verified. With this service, customers can capture service completion, identify curbside contaminants and record bulky pick-ups. •Industrial Container Tracking lets you know where your containers are through an easy-to-use interface that loads onto your existing iOS or Android devices, reducing the need for manual drivers and physical confirmation Scalable and secure, Vision® Technology uncovers opportunities for enhanced efficiency, leading to improved outcomes and increased resident satisfaction.	*

Table 9: Exceptions to Terms, Conditions, or Specifications Form

Line Item 81. **NOTICE**: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Line Item	Do you have exceptions or modifications to propose?	Acknowledgement *
81		( ) Yes (•) No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - Rehrig Pacific Company - Pricing - Sourcewell RFP 120324 Plastic Containers-Final.xlsx - Sunday December 01, 2024 16:01:04
- Financial Strength and Stability - Rehrig Pacific Company - Rehrig Financials - RFP 120324 Plastic Containers.pdf - Tuesday November 26, 2024 18:38:42
- Marketing Plan/Samples - Rehrig Pacific Company - Marketing Plan - RFP 120324 Plastic Containers.pptx - Wednesday November 20, 2024 11:30:10
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples - City of Kansas City- 65G Trash February 2024 Final_Redacted.pdf - Thursday November 07, 2024 12:28:34
- Requested Exceptions (optional)
- Upload Additional Document - RPC Response to Sourcewell RFP #120324 Plastic Refuse&Recycling Containers & Tech. Solutions..pdf - Wednesday November 27, 2024 10:33:52

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jack Webber, National Accounts Manager- Municipal Accounts , Rehrig Pacific Company

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Plastic_Refuse_Recycling_RFP_120324 Mon November 25 2024 05:22 PM	☑	2
Addendum_3_Plastic_Refuse_Recycling_RFP_120324 Fri November 8 2024 02:45 PM	☑	1
Addendum_2_Plastic_Refuse_Recycling_RFP_120324 Tue October 29 2024 05:02 PM	☑	1
Addendum_1_Plastic_Refuse_Recycling_RFP_120324 Mon October 28 2024 03:45 PM	☑	1

RFP #120324
REQUEST FOR PROPOSALS
for
Plastic Refuse and Recycling Containers with Related Technology Solutions

Proposal Due Date: December 3, 2024, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Plastic Refuse and Recycling Containers with Related Technology Solutions to result in a procurement solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than December 3, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.

SOLICITATION SCHEDULE

Public Notice of RFP Published:	October 15, 2024, 4:30 p.m., Central Time
Pre-proposal Conference:	November 7, 2024, 10:00 a.m., Central Time
Question Submission Deadline:	November 25, 2024, 4:30 p.m., Central Time
Proposal Due Date:	**December 3, 2024, 4:30 p.m., Central Time** Late responses will not be considered.
Opening:	**December 3, 2024, 4:30 p.m., Central Time** See RFP Section V.G. "Opening"

I. ABOUT SOURCEWELL

A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and master agreement award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements (including Canadian Free Trade Agreement, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement, as applicable), and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and master agreement expanding the reach of awarded suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING MASTER AGREEMENTS

In the United States, Sourcewell's master agreements are available for use by:

- Federal and state government entities[1];
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's master agreements are available for use by current and future members including:

- Federal, provincial, and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Indigenous self-governing bodies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service

[1] Pursuant to HAR §3-128-2, the State of Hawaii, Department of Accounting and General Services, State Procurement Office, on behalf of the State of Hawaii and participating jurisdictions, has provided notice of its Intent to Participate in the solicitation as a participating entity.

entities referred to as MASH sector (this should be construed to include but not be limited to the cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest; and
- Canoe procurement group of Canada's current and future members. Canoe members include:
    - Federal, provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
    - Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
    - Indigenous self-governing bodies;
    - Airport authorities;
    - Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities; and
    - Canoe procurement group of Canada's current and future partner associations, including Saskatchewan Association of Rural Municipalities, Association of Manitoba Municipalities, Local Authorities Services/Association of Municipalities Ontario, Nova Scotia Federation of Municipalities, Federation of Prince Edward Island Municipalities, Municipalities Newfoundland Labrador, Union of New Brunswick Municipalities, Northwest Territories Association of Communities, Association of Yukon Communities, CivicInfo BC, Association and their current and future members.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator.

Participating Entities typically access master agreements for equipment, products, or services through a purchase order issued directly to the awarded supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell master agreements is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In addition, where applicable, other purchasing cooperatives and procurement officials receive notice and are encouraged to re-post the solicitation opportunity.

Proof of publication will be available at the conclusion of the solicitation process.

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, school district, or regional cooperative.

1. Sourcewell is seeking proposals for Plastic Refuse and Recycling Containers with Related Technology Solutions, including but not limited to:

   a. Residential, commercial, and institutional-sized refuse and recycling containers, collection bins, dumpsters, and carts of principally non-metallic composition;
   b. Lift and tipping solutions for stationary carts and dumpsters;
   c. Maintenance, repair, and similar services of containers; and,
   d. Technology solutions related to the management of, planning for, and/or processes related to collection of refuse and recycling materials solutions described in subsections 1.a.-c., above.

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or services being proposed.

2. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:

   a. Bulk Solid Waste and Recycling Equipment (RFP #040621);
   b. Recycling and Repurposing Equipment with Related Accessories, Supplies, Technology, and Services (RFP #030923);
   c. Refuse Collection Vehicles with Related Equipment, Accessories, and Services (RFP #110223);
   d. Software Solutions and Related Services for Public Sector and Education Administration (RFP #060624); and,
   e. Fleet Management Technologies with Related Software Solutions (RFP #102924).

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment-only or products-only solutions may be appropriate for

situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting master agreement. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting master agreement.

Sourcewell encourages suppliers to offer the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. PROSPECTIVE MASTER AGREEMENT TERM

The term of any resulting master agreement(s) awarded by Sourcewell under this solicitation will be four years. Sourcewell and supplier may agree to up to three additional one-year extensions based on the best interests of Sourcewell and its Participating Entities. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

E. ESTIMATED MASTER AGREEMENT VALUE AND USAGE

Based on past volume of similar master agreements, the estimated annual value of all transactions from master agreements resulting from this RFP are anticipated to be USD $50 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the master agreement(s) awarded from this RFP; however, sales and sales volume from any resulting master agreement are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any master agreement award.

G. ADDITIONAL CONSIDERATIONS

1. Master agreements will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each such proposal must be prepared independently and without cooperation, collaboration, or collusion.
3. If a proposer works with a consultant on its proposal, the consultant (an individual or company) may not assist any other entity with a proposal for this solicitation.
4. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
5. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
6. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell master agreement may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
    a. **Line-item Pricing** is pricing based on each individual product or service**.** Each line must indicate the proposer's published "List Price," as well as the "Master Agreement Price."
    b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any master agreement resulting from this RFP.
2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the agreed upon price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

B. ADMINISTRATIVE FEES

Proposers awarded a master agreement are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting master agreements. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. MASTER AGREEMENT

Proposers awarded a master agreement will be required to execute a master agreement with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Master Agreement reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To identify any exception, or to request any modification, to Sourcewell's standard master agreement terms, conditions, or specifications, a proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Documents" section of the "Bid Details" page on the Sourcewell Procurement Portal and uploaded as part of its response. Only those exceptions noted at the time of the proposal submission will be considered.
Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the master agreement document provided to the awarded supplier for signature.

If a proposer receives a master agreement award resulting from this solicitation it will have up to 30 days to sign and return the master agreement. After that time, at Sourcewell's sole discretion, the master agreement award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive procurement process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

1. make any required adjustments to its proposal;
2. acknowledge the addenda; and
3. ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential master agreement award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a master agreement award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

1. In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
2. Complete. A proposal will be rejected if it is conditional or incomplete.
3. Submitted in English.
4. Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted in the Sourcewell Procurement Portal immediately following the proposal due date and time. To view the list of proposers resulting from the opening, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed."

Members of the public may attend the Opening at Sourcewell's office located at 202 12th Street NE, Staples, MN to hear the results.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more master agreements to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and

services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities.

Factors to be considered in determining the number of master agreements to be awarded in any category may include the following:

1. Total evaluation scores (giving consideration to natural breaks in the scoring of responsive proposals);
2. The number and geographic location of highest-scoring proposers that offer:
   a. A comprehensive selection of the requested equipment, products, or services;
   b. A sales and service network ensuring availability and coverage for Participating Entities' use; and
   c. Other attributes of the proposer or contents of its proposal that assist Participating Entities in achieving environmental and social requirements, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

B. AWARD(S)

Award(s) will be made to the highest-scoring proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	Pass/Fail
Financial Viability and Marketplace Success	50
Ability to Sell and Deliver Solutions	150
Marketing Plan	100
Value Added Attributes	100
Depth and Breadth of Offered Solutions	200
Pricing	400
TOTAL POINTS	**1000**

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must

be received, and time stamped at the Sourcewell office by 4:30 p.m., Central Time, no later than 10 calendar days following Sourcewell's notice of master agreement award(s) or non-award. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of $20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any master agreement, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for master agreements or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a master agreement if only one responsive proposal is received if it is in the best interest of Participating Entities; and

- Award a master agreement to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting master agreement. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.

10/28/2024

Addendum No. 1
Solicitation Number: RFP 120324
Solicitation Name: Plastic Refuse and Recycling Containers with Related Technology Solutions

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Will this be awarded to one vendor or to several vendors?

Answer 1:

Refer to the RFP, Section VI. Evaluation and Award, A. Evaluation.

Question 2:

Can I know who is the current supplier for these products? and can we see copy of their submitted proposals?

Answer 2:

Each Sourcewell solicitation represents a separate and distinct opportunity. For examples of current Sourcewell-awarded contracts, navigate to the page on the Sourcewell website at the following address: https://www.sourcewell-mn.gov/contract-search and enter the relevant search term.

End of Addendum

Acknowledgement of this Addendum to RFP 120324 posted to the Sourcewell Procurement Portal on 10/28/2024, is required at the time of proposal submittal.

10/29/2024

Addendum No. 2
Solicitation Number: RFP 120324
Solicitation Name: Plastic Refuse and Recycling Containers with Related Technology Solutions

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is it necessary to be a manufacturer to bid on this RFP or can dealers bid? Provided, the dealer can fill the other requirements of the RFP.

Answer 1:

Refer to RFP Section II. B. – Requested Equipment, Products, or Services, “If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.”

End of Addendum

Acknowledgement of this Addendum to RFP 120324 posted to the Sourcewell Procurement Portal on 10/29/2024, is required at the time of proposal submittal.

11/8/2024

Addendum No. 3
Solicitation Number: RFP 120324
Solicitation Name: Plastic Refuse and Recycling Containers with Related Technology Solutions

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Will Sourcewell please publish a list of the participants in the 11/7/2024 Pre-Proposal Conference, and might the presentation also be shared with Proposers?

Answer 1:

Sourcewell will not publish the list of the Pre-Proposal Conference attendees. Per the Pre-Proposal Conference, the slides and a recording of the presentation will be distributed within 24-48 hours to all registered plan takers.

End of Addendum

Acknowledgement of this Addendum to RFP 120324 posted to the Sourcewell Procurement Portal on 11/8/2024, is required at the time of proposal submittal.

11/25/2024

Addendum No. 4
Solicitation Number: RFP 120324
Solicitation Name: Plastic Refuse and Recycling Containers with Related Technology Solutions

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

What is meant by this? It is expected that proposer will promote and market any master agreement award.

Answer 1:

Refer to RFP Section II. F. – Marketing Plan, “Proposer’s sales force will be the primary source of communication with Participating Entities. The Proposer’s Marketing Plan should demonstrate Proposer’s ability to deploy a sales force or dealer network to Participating Entities, as well as Proposer’s sales and service capabilities. It is expected that Proposer will promote and market any contract award.” All proposals are evaluated based on the criteria stated in the RFP. Additional guidance can be found in the “Sourcewell Evaluator Scoring Guide” found on the “Bids Homepage” in the Resource Materials section of the Sourcewell Procurement Portal.

Question 2:

Is our company able to make a proposal to fulfill subsection 1A only?

Answer 2:

See the Frequently Asked Questions document available on the Sourcewell Procurement Portal.

Question 3:

Please let us know the exact models and specifications of each required residential, commercial, and institutional-sized refuse and recycling containers, collection bins, dumpsters, and carts of principally non-metallic composition.

Answer 3:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications or finite quantities for our cooperative contract awards. Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section II. B (Requested Equipment, Products and Services). However, only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of this solicitation.

Question 4:

Where will the required items be delivered to? Please include the quantities for each item along with their final destination. General cities or postal codes would be sufficient for reference on logistics. This question will enable us to predict logistical factors that may affect pricing.

Answer 4:

See Answer 3.

Question 5:

What are the estimated fulfillment dates once the contract is awarded?

Answer 5:

See Answer 3.

End of Addendum

Acknowledgement of this Addendum to RFP 120324 posted to the Sourcewell Procurement Portal on 11/25/2024, is required at the time of proposal submittal.

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COMMENT AND REVIEW
to the
REQUEST FOR PROPOSAL (RFP) #120324
Entitled

Plastic Refuse and Recycling Containers with Related Technology Solutions

The following advertisement was placed October 15, 2024 on the Sourcewell website www.sourcewell-mn.gov, Sourcewell Procurement Portal https://proportal.sourcewell-mn.gov, Biddingo, Merx, PublicPurchase.com, and The New York State Contract Reporter www.nyscr.ny.gov, October 15, 2024 and October 16, 2025 in the *Salt Lake Tribune*, October 15, 2024 and October 22, 2024 in *USA Today,* October 16, 2024, in South Carolina's *The State,* the *Deseret News*, and Oregon's *Daily Journal of Commerce*, and October 16, 2024 and October 22, 2024 in *The Oklahoman:*

> *Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Plastic Refuse and Recycling Containers with Related Technology Solutions to result in a procurement solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than December 3, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.*

The solicitation process was conducted through the Sourcewell Procurement Portal. The following parties expressed interest in the solicitation by registering for this opportunity within the portal:

American AI Logistics	PWXPress
Big Belly Solar, LLC	Range Steel Fabricators
Black Rook Corporation	Recycle Coach dba Municipal Media Corp.
CANADA SOUCING EXPERTS INC.	Rehrig Pacific Company
Cascade Engineering, Inc., dba Cascade Cart Solutions	Routeware, Inc., dba Wastech Corp.
DJC Oregon Project Center	Schaefer Plastics North America, LLC
emz-Hanauer GmbH & Co. KGaA	SCHAFFER EQUIPMENT LP
eRepublic, Inc.	Sierra Container LLC
F-MARQS Inc	Single Source Supply Inc
IPL North America Inc.	Sled Consulting, LLC
Macro Plastics Inc., dba IPL Global	Tank Holding Corp
metroSTOR Inc.	Technology International, Inc.
Mobile Container Service, Inc.	TenThousand Holdings Ltd.

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Nerevu Group, LLC	The PlanIT Room
NotaWorks	The Prestwick Group dba Max-R
ORBIS Canada	Tiger Supplies
Otto Environmental Systems North America, Inc	Toter, LLC
Prairie Robotics Inc.	True North Emergency Equipment
Prime Vendor Inc.	WAXIE Enterprises LLC

All Proposals remained sealed within the Sourcewell Procurement Portal until the scheduled due date and time. Proposals were electronically opened, and the list of all Proposers was made publicly available on the Sourcewell Procurement Portal, on December 3, 2024, at 4:30 p.m. Central Time. Proposals were received from the following:

Big Belly Solar, Inc.
Cascade Engineering, Inc., dba Cascade Cart Solutions
Macro Plastics, Inc., dba IPL Global
ORBIS Canada dba ORBIS Corporation
Otto Environmental Systems North America, Inc
Prairie Robotics, Inc.
Recycle Coach dba Municipal Media Corp.
Rehrig Pacific Company
Routeware, Inc., dba Wastech Corp.
Schaefer Plastics North America, LLC
The Prestwick Group dba Max-R
Toter, LLC

Proposals were reviewed by the Proposal Evaluation Committee:

Brandon Town, NIGP-CPP, CPSM, Senior Procurement Analyst
Joshua Young, CPPB, NIGP-CPP, Procurement Analyst II
Julie Riebe, Procurement Analyst II
Nicole Lueth, Procurement Analyst

The findings of the Proposal Evaluation Committee are summarized as follows:

Cascade Engineering has eight production facilities spread across North America and an established market share of approximately 20%. They are offering participating entities a range of discounts up to 25%. With a comprehensive customer service program, Cascade Engineering offers RFID-enabled waste carts for digital tracking and data collection. Registered as a Woman Business Enterprise, Cascade Engineering provides a wide variety of goods for participating entities. Their EcoCarts are made from 50% post-consumer recycled materials and they provide lift and tipping solutions for stationary carts and dumpsters.

Rehrig Pacific Company is a long-time plastic container manufacturer and technology provider. They are offering Sourcewell participating entities a wide array of plastic containers, a comprehensive cart maintenance program, and their Vision Software. Rehrig Pacific Company can sell and service all of US and Canada through their strategically located sales staff and manufacturing facilities. They are offering a ceiling-based price structure. Their products incorporate recycled plastics and their container products are fully recyclable. They also have a material buyback program for containers at the end of their useful life. They are dedicated to sustainability through their zero-waste manufacturing process.

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Schaefer Plastics North America, LLC produces 100% recyclable waste and recycling carts in their North Carolina and California manufacturing plants and has over 30 million carts in service nationwide. They also offer the WISTAR technology suite to track and manage cart lifecycles via RFID tags and deliver real time cart management data. Their carts are manufactured to ANSI standards, quality assurance tested, and backed by a ten-year warranty. They serve both US and Canada with direct sales and service staff supplemented by a robust dealer network. They are offering ceiling pricing based on a minimum order quantity. They also feature a buyback program to recycle used carts and reduce costs.

The Prestwick Group leverages their partners to provide members a strong distribution network servicing all of US and Canada. Providing a solid selection of refuse and recycling solutions featuring Inspire waste bins, and SmartSort AI technology designed to enhance waste management and recycling processes. Additionally, The Prestwick Group features strong manufacturing capabilities with a focus on precision engineering. Their pricing model includes a how-to-order instruction for members. Detailing a section for each "model/series" which includes the SKU, capacity, dimensions, weight, base line pricing, pricing with quantity discount pricing, Canadian dollar pricing along with the discount quantity pricing. This pricing model is provided for all series with and without the technology add-in providing using entities maximum flexibility in their ordering decisions.

Toter, LLC provides an extensive range of refuse and recycling containers for residential, commercial, and institutional use. Their robust sales and distribution network is equipped to serve Sourcewell participating entities across the United States and Canada. Toter, LLC offers these entities a variety of competitive discounts on their Toter Residential and Toter Pro product lines.

For these reasons, the following awards of Sourcewell Master Agreement #120324 are recommended:

Cascade Engineering	120324-CEI
Rehrig Pacific Company	120324-REH
Schaefer Plastics North America, LLC	120324-SFR
The Prestwick Group	120324-PSW
Toter, LLC	120324-TOT

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Brandon Town
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Brandon Town, NIGP-CPP, CPSM, Senior Procurement Analyst

Signed by:
Joshua Young
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Joshua Young, CPPB, NIGP-CPP, Procurement Analyst II

DocuSigned by:
Julie Riebe
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Julie Riebe, Procurement Analyst II

DocuSigned by:
Nicole Lueth
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Nicole Lueth, Procurement Analyst

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STATEMENT OF COMPLIANCE

As Chief Procurement Officer for Sourcewell, I have reviewed the recommendation of the Evaluation Committee and the accompanying support materials documenting the process followed for **RFP #120324** for **Plastic Refuse and Recycling Containers with Related Technology Solutions.**

The committee accepted, deemed responsive, evaluated, and recommended proposals for award. Under authority granted to the Chief Procurement Officer in Sourcewell's bylaws, the recommendations set forth above are approved.

I hereby certify:

1. Sourcewell is a government agency, created and authorized by Minnesota law to provide cooperative procurement master agreements.

2. The procurement process and resulting master agreements have been awarded in compliance with the laws of the State of Minnesota (Minnesota Statutes Chapter 471 and Minnesota Statutes Section 123A.21), and in conformity to Sourcewell's Procurement Policy.

3. The awards listed were made based on the results of the competitive solicitation process.

4. The awards listed were ratified by the Sourcewell Board of Directors on April 24, 2025.

Signed by:
Jeremy Schwartz
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Jeremy Schwartz, CSSBB, CPPO, NIGP-CPP
Sourcewell Chief Procurement Officer

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Proposal Opening Record

Date of opening: December 3, 2024

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Plastic Refuse and Recycling Containers with Related Technology Solutions to result in a procurement solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than December 3, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.

The undersigned certify that all responses received on Request for Proposal #120324 were submitted through the Sourcewell Procurement Portal, and that each Proposer's response material was digitally sealed upon submission and remained inaccessible until the due date and time specified in the Solicitation Schedule.

Responses were received from the following:

Big Belly Solar, Inc. - Submitted Tue Dec 3, 2024 3:36:56 PM
Cascade Engineering, Inc., dba Cascade Cart Solutions – Submitted Tue Dec 3, 2024 12:54:36 PM
Macro Plastics, Inc., dba IPL Global- Submitted Mon Dec 2, 2024 9:12:50 AM
ORBIS Canada dba ORBIS Corporation - Submitted Mon Dec 2, 2024 5:21:16 PM
Otto Environmental Systems North America, Inc - Submitted Mon Dec 2, 2024 9:02:21 AM
Prairie Robotics, Inc. – Submitted Mon Dec 2, 2024 10:01:53 PM
Recycle Coach dba Municipal Media Corp. – Submitted Mon Dec 2, 2024 4:40:33 PM
Rehrig Pacific Company - Submitted Sun Dec 1, 2024 4:02:23 PM
Routeware, Inc., dba Wastech Corp. – Submitted Mon Dec 2, 2024 8:50:34 AM
Schaefer Plastics North America, LLC – Submitted Tue Dec 3, 2024 11:41:10 AM
The Prestwick Group dba Max-R – Submitted Tue Dec 3, 2024 3:30:28 PM
Toter, LLC – Submitted Tue Dec 3, 2024 1:29:43 PM

The Proposals were opened electronically, and a list of all Proposers was made publicly available in the Sourcewell Procurement Portal, on December 3, 2024, at 4:30 pm CT. All responsive proposals were then submitted for review by the Sourcewell Evaluation Committee.

DocuSigned by:
Greg Grunig
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Greg Grunig, M.S., NIGP-CPP, Procurement Manager

Signed by:
Mari Vielma
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Mari Vielma, Procurement Analyst II

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Proposal Evaluation
Plastic Refuse and Recycling Containers RFP #120324

	Possible Points	Big Belly Solar, LLC	Cascade Engineering, Inc.	Macro Plastics Inc	ORBIS Canada	Otto Environmental Systems North America, Inc	Prairie Robotics Inc.	Recycle Coach	Rehrig Pacific Company	Routeware, Inc.	Schaefer Plastics North America, LLC	The Prestwick Group	Toter, LLC
Conformance to RFP Requirements	**Pass/Fail**	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Financial Viability and Marketplace Success	**50**	39	45	41	39	42	36	36	43	38	43	41	43
Ability to Sell and Deliver Solutions	**150**	106	126	115	114	123	109	108	122	111	124	117	125
Marketing Plan	**100**	76	86	73	76	74	74	75	89	79	85	73	82
Value Added Attributes	**100**	80	87	80	74	78	76	70	83	76	84	83	86
Depth and Breadth of Offered Solutions	**200**	144	174	144	136	152	128	130	162	136	155	159	172
Pricing	**400**	277	343	289	278	306	299	303	319	288	305	318	330
Total Points	**1,000**	**722**	**861**	**742**	**717**	**775**	**722**	**722**	**818**	**728**	**796**	**791**	**838**
Rank Order		**10**	**1**	**7**	**12**	**6**	**10**	**10**	**3**	**8**	**4**	**5**	**2**

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Brandon Town
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Brandon Town, NIGP-CPP, CPSM, CPSD, Senior Procurement Analyst

Signed by:
Joshua Young
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Joshua Young, CPPB, NIGP-CPP, Procurement Analyst II

DocuSigned by:
Julie Riebe
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Julie Riebe, Procurement Analyst II

DocuSigned by:
Nicole Lueth
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Nicole Lueth, Procurement Analyst

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SOURCEWELL
STATE OF MINNESOTA

Member Nagel moved the adoption of the following Resolution:

RESOLUTION TO APPROVE SOLICITATION AND/OR RE-SOLICITATION OF CATEGORIES

9/17/2024

Resolution No. 2024_27

WHEREAS, Sourcewell desires to issue a solicitation, and is seeking permission from the Board to issue a solicitation, for the categories listed on Appendix A, which is attached and incorporated.

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program; and

WHEREAS, the Chief Procurement Officer recommends approval of categories detailed above.

NOW THEREFORE BE IT RESOLVED that the Board of Directors hereby approves the solicitation of categories.

The motion for the adoption of the foregoing resolution was duly seconded by Member Dahlberg and the following voted in favor: (list names here)

Zylka, Nagel, Thiel, Barrows, Arts, Kicker, Dahlberg

and the following voted against: (list names here or "NONE")
NONE
whereupon said resolution was declared duly passed and adopted.

ATTEST:

Signed by:
Linda Arts
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Clerk to the Board of Directors

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APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - September 2024

CONSENT AGENDA ITEMS

Requesting Board permission to Solicit the following categories:

Risk Management, Employee Benefits, and Insurance Consulting Services

Requesting Board permission to Re-Solicit the following categories:

Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories, and Services
Grounds Maintenance Equipment and Related Technology Solutions
Plastic Refuse and Recycling Containers with Related Technology Solutions
Facility Security Systems, Equipment, and Software with Related Services

CONSENT AGENDA ITEMS

NEW CONTRACTS

Supplier Name	Contract Number	Solicitation Title
None		

CONTRACT EXTENSIONS

Supplier Name	Contract Number	Solicitation Title
Prophet Corp./Gopher Sport	071819-PRO	*"Athletic and Physical Education Equipment and Supplies with Related Accessories"*
Parkeon	080321-PRK	*"Parking Management Systems with Related Equipment, Supplies and Services"*
Quicket	080321-QKT	*"Parking Management Systems with Related Equipment, Supplies and Services"*
Gtechna	080321-GTE	*"Parking Management Systems with Related Equipment, Supplies and Services"*
T2 Systems	080321-TSI	*"Parking Management Systems with Related Equipment, Supplies and Services"*
Tyler Technologies	090320-TTI	*"Public Sector and Education Administration Software Solutions with Related Services"*
Hyland Software	090320-HYL	*"Public Sector and Education Administration Software Solutions with Related Services"*
Phoenix Business	090320-PNX	*"Public Sector and Education Administration Software Solutions with Related Services"*

NEW IDIQ CONTRACTS

Company Name	Contract Number	Region - Type of Work
Anthony Flooring Company, LLC	OH-R2-F-071124-AFL	Region 2 - Flooring
Command Roofing Co.	OH-R1-RW-071124-CRC	Region 1 - Roofing/Waterproofing
Command Roofing Co.	OH-R3-RW-071124-CRC	Region 3 - Roofing/Waterproofing
Command Roofing Co.	OH-R4-RW-071124-CRC	Region 4 - Roofing/Waterproofing
C. G. Egli, Inc.	OH-R3-HVAC-071124-CGE	Region 3 - HVAC/Mechanical
C. G. Egli, Inc.	OH-R4-HVAC-071124-CGE	Region 4 - HVAC/Mechanical
Custom Controls Group, LLC	OH-R1-GC-071124-CCG	Region 1 - General Contracting
Custom Controls Group, LLC	OH-R1-HVAC-071124-CCG	Region 1 - HVAC/Mechanical
Custom Controls Group, LLC	OH-R1-E-071124-CCG	Region 1 - Electrical
Custom Controls Group, LLC	OH-R2-GC-071124-CCG	Region 2 - General Contracting
Custom Controls Group, LLC	OH-R2-HVAC-071124-CCG	Region 2 - HVAC/Mechanical
Custom Controls Group, LLC	OH-R2-E-071124-CCG	Region 2 - Electrical
Custom Controls Group, LLC	OH-R3-GC-071124-CCG	Region 3 - General Contracting
Custom Controls Group, LLC	OH-R3-HVAC-071124-CCG	Region 3 - HVAC/Mechanical
Custom Controls Group, LLC	OH-R3-E-071124-CCG	Region 3 - Electrical
Custom Controls Group, LLC	OH-R4-GC-071124-CCG	Region 4 - General Contracting
Custom Controls Group, LLC	OH-R4-E-071124-CCG	Region 4 - Electrical
Custom Controls Group, LLC	OH-R5-GC-071124-CCG	Region 5 - General Contracting
Custom Controls Group, LLC	OH-R5-HVAC-071124-CCG	Region 5 - HVAC/Mechanical
Custom Controls Group, LLC	OH-R5-E-071124-CCG	Region 5 - Electrical
F.H. Paschen, S.N. Nielsen & Associates, LLC	OH-R1-GC-071124-FHP	Region 1 - General Contracting
F.H. Paschen, S.N. Nielsen & Associates, LLC	OH-R2-GC-071124-FHP	Region 2 - General Contracting
F.H. Paschen, S.N. Nielsen & Associates, LLC	OH-R3-GC-071124-FHP	Region 3 - General Contracting
F.H. Paschen, S.N. Nielsen & Associates, LLC	OH-R4-GC-071124-FHP	Region 4 - General Contracting
F.H. Paschen, S.N. Nielsen & Associates, LLC	OH-R5-GC-071124-FHP	Region 5 - General Contracting
G & B Electric Co.	OH-R2-E-071124-GBE	Region 2 - Electrical
G & B Electric Co.	OH-R3-E-071124-GBE	Region 3 - Electrical
Johnson-Laux Construction Ohio, LLC	OH-R1-GC-071124-JLC	Region 1 - General Contracting
Johnson-Laux Construction Ohio, LLC	OH-R2-GC-071124-JLC	Region 2 - General Contracting
Johnson-Laux Construction Ohio, LLC	OH-R3-GC-071124-JLC	Region 3 - General Contracting
Johnson-Laux Construction Ohio, LLC	OH-R4-GC-071124-JLC	Region 4 - General Contracting
Johnson-Laux Construction Ohio, LLC	OH-R5-GC-071124-JLC	Region 5 - General Contracting

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Ohio Paving & Construction Co.	OH-R2-PAC-071124-OPC	Region 2 - Asphalt/Paving
Ohio Paving & Construction Co.	OH-R2-C-071124-OPC	Region 2 - Concrete
Ohio Paving & Construction Co.	OH-R2-CSW-071124-OPC	Region 2 - Civil/Site Work
The Brewer Garrett Company	OH-R1-HVAC-071124-TBG	Region 1 - HVAC/Mechanical
The Brewer Garrett Company	OH-R2-HVAC-071124-TBG	Region 2 - HVAC/Mechanical
The Brewer Garrett Company	OH-R3-HVAC-071124-TBG	Region 3 - HVAC/Mechanical
The Brewer Garrett Company	OH-R4-HVAC-071124-TBG	Region 4 - HVAC/Mechanical
The Brewer Garrett Company	OH-R5-HVAC-071124-TBG	Region 5 - HVAC/Mechanical
The K Company, Inc.	OH-R1-HVAC-071124-TKC	Region 1 - HVAC/Mechanical
The K Company, Inc.	OH-R2-HVAC-071124-TKC	Region 2 - HVAC/Mechanical
The K Company, Inc.	OH-R3-HVAC-071124-TKC	Region 3 - HVAC/Mechanical
The K Company, Inc.	OH-R4-HVAC-071124-TKC	Region 4 - HVAC/Mechanical
The K Company, Inc.	OH-R5-HVAC-071124-TKC	Region 5 - HVAC/Mechanical
McDaniel's Construction Corp., Inc	OH-MBE-R3-GC-071124-MCC	Region 3 - General Contracting
McDaniel's Construction Corp., Inc	OH-MBE-R3-CSW-071124-MCC	Region 3 - Civil/Site Work
McDaniel's Construction Corp., Inc	OH-MBE-R4-GC-071124-MCC	Region 4 - General Contracting
McDaniel's Construction Corp., Inc	OH-MBE-R4-CSW-071124-MCC	Region 4 - Civil/Site Work
McDaniel's Construction Corp., Inc	OH-MBE-R5-GC-071124-MCC	Region 5 - General Contracting
McDaniel's Construction Corp., Inc	OH-MBE-R5-CSW-071124-MCC	Region 5 - Civil/Site Work
Henderson Contracting Company, Inc.	OH-MBE-R1-GC-071124-HCC	Region 1 - General Contracting
Henderson Contracting Company, Inc.	OH-MBE-R2-GC-071124-HCC	Region 2 - General Contracting
Henderson Contracting Company, Inc.	OH-MBE-R3-GC-071124-HCC	Region 3 - General Contracting
Henderson Contracting Company, Inc.	OH-MBE-R4-GC-071124-HCC	Region 4 - General Contracting
Henderson Contracting Company, Inc.	OH-MBE-R5-GC-071124-HCC	Region 5 - General Contracting
Company Name	**Contract Number**	
IDIQ CONTRACT EXTENSIONS		
None		

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SOURCEWELL
STATE OF MINNESOTA

Member Dahlberg moved the adoption of the following Resolution:

RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS

4/24/2025

Resolution No. 2025_17

WHEREAS, the Sourcewell Board of Directors previously authorized the solicitations for the cooperative categories listed on Appendix A, which is attached and incorporated; and

WHEREAS, Sourcewell issued the cooperative contracting solicitations for the authorized categories; and

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program and to award all competitively solicited contracts, without limitation; and

WHEREAS, the Chief Procurement Officer made the awards listed based on the results of the competitive solicitation process; and

WHEREAS, the Board acknowledges that the awards made by the Chief Procurement Officer are valid and binding; however, based upon some members' legal requirements the Chief Procurement Official is required to seek subsequent Board ratification of all cooperative purchasing awards.

NOW THEREFORE BE IT RESOLVED by the Board of Directors ratifies the cooperative contracting awards made by the Chief Procurement Officer listed on Appendix A.

The motion for the adoption of the foregoing resolution was duly seconded by Member Barrows and the following voted in favor: (list names here)
Zylka, Nagel, Thiel, Barrows, Kircher, Kicker, Dahlberg
and the following voted against: (list names here or "NONE")
NONE
whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:
Sara Nagel
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Clerk to the Board of Directors

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APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - April 2025

CONSENT AGENDA ITEMS

Requesting Board permission to Solicit the following categories:

Mobile and Self-Propelled Power Storage Equipment with Related Attachments

Requesting Board permission to Re-Solicit the following categories:

Street and Specialty Sweepers with Related Equipment, Accessories, and Supplies

Mailing & Postage Equipment and Technology

CONSENT AGENDA ITEMS

NEW CONTRACTS

Supplier Name	Contract Number	Solicitation Title
22nd Century Technologies, Inc.	110724-CEN	Artificial Intelligence (AI) Readiness, Implementation and Support Services
Ascendum Solutions, LLC	110724-ASCEN	Artificial Intelligence (AI) Readiness, Implementation and Support Services
Cadence Solutions, Inc.	110724-CADEN	Artificial Intelligence (AI) Readiness, Implementation and Support Services
Infojini, Inc.	110724-INF	Artificial Intelligence (AI) Readiness, Implementation and Support Services
Outlook Insight, LLC	110724-OUTLK	Artificial Intelligence (AI) Readiness, Implementation and Support Services
Sia Partners, Inc.	110724-SIA	Artificial Intelligence (AI) Readiness, Implementation and Support Services
Slalom, Inc.	110724-SLALM	Artificial Intelligence (AI) Readiness, Implementation and Support Services
VIDIZMO, LLC	110724-VIDIZ	Artificial Intelligence (AI) Readiness, Implementation and Support Services
World Wide Technology, LLC	110724-WWTEC	Artificial Intelligence (AI) Readiness, Implementation and Support Services
Cascade Engineering, Inc.	120324-CEI	Plastic Refuse and Recycling Containers with Related Technology Solutions
Rehrig Pacific Company	120324-REH	Plastic Refuse and Recycling Containers with Related Technology Solutions
Schaefer Plastics North America, LLC	120324-SFR	Plastic Refuse and Recycling Containers with Related Technology Solutions
The Prestwick Group, Inc.	120324-PSW	Plastic Refuse and Recycling Containers with Related Technology Solutions
Toter, LLC	120324-TOT	Plastic Refuse and Recycling Containers with Related Technology Solutions

CONTRACT EXTENSIONS

Supplier Name	Contract Number	Solicitation Title
Marathon	040621-MEC	Bulk Solid Waste and Recycling Equipment
Motorola Solutions	042021-MOT	Public Safety Communications Technology and Hardware Solutions
Virgin Pulse/Personify Health	051922-VRG	Wellness Engagement Program Solutions and Related Services
Motorola Solutions	051321-MOT	Public Safety Software

NEW IDIQ CONTRACTS

Company Name	Contract Number	Region - Type of Work
Adrian L. Merton, Inc.	MD-R2-HVAC-030425-ALM	Region 2-HVAC/Mechanical
Adrian L. Merton, Inc.	MD-R3-HVAC-030425-ALM	Region 3-HVAC/Mechanical
Adrian L. Merton, Inc.	MD-R4-HVAC-030425-ALM	Region 4-HVAC/Mechanical
Adrian L. Merton, Inc.	MD-R5-HVAC-030425-ALM	Region 5-HVAC/Mechanical
Bennett Group, LLC	MD-R1-GC-030425-BEN	Region 1-General Construction
Bennett Group, LLC	MD-R2-GC-030425-BEN	Region 2-General Construction
Bennett Group, LLC	MD-R3-GC-030425-BEN	Region 3-General Construction
Bennett Group, LLC	MD-R4-GC-030425-BEN	Region 4-General Construction
Bennett Group, LLC	MD-R5-GC-030425-BEN	Region 5-General Construction
Bennett Group, LLC	MD-R6-GC-030425-BEN	Region 6-General Construction
Brown & Root Industrial Services, LLC	MD-R2-GC-030425-KBR	Region 2-General Construction
Brown & Root Industrial Services, LLC	MD-R3-GC-030425-KBR	Region 3-General Construction
Brown & Root Industrial Services, LLC	MD-R4-GC-030425-KBR	Region 4-General Construction
Brown & Root Industrial Services, LLC	MD-R5-GC-030425-KBR	Region 5-General Construction
Carl Belt, Inc.	MD-R1-CC-030425-CBI	Region 1-Civil Construction
Carl Belt, Inc.	MD-R1-PAC-030425-CBI	Region 1-Paving Asphalt/Concrete
Carl Belt, Inc.	MD-R2-CC-030425-CBI	Region 2-Civil Construction
Carl Belt, Inc.	MD-R2-PAC-030425-CBI	Region 2-Paving Asphalt/Concrete

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Centennial Contractors Enterprises, Inc.	MD-R2-GC-030425-CCE	Region 2-General Construction
Centennial Contractors Enterprises, Inc.	MD-R3-GC-030425-CCE	Region 3-General Construction
Centennial Contractors Enterprises, Inc.	MD-R4-GC-030425-CCE	Region 4-General Construction
Centennial Contractors Enterprises, Inc.	MD-R5-GC-030425-CCE	Region 5-General Construction
Cooper Building Services, LLC	MD-R1-GC-030425-COOP	Region 1-General Construction
Cooper Building Services, LLC	MD-R2-GC-030425-COOP	Region 2-General Construction
Cooper Building Services, LLC	MD-R3-GC-030425-COOP	Region 3-General Construction
Cooper Building Services, LLC	MD-R4-GC-030425-COOP	Region 4-General Construction
Cooper Building Services, LLC	MD-R5-GC-030425-COOP	Region 5-General Construction
Cooper Building Services, LLC	MD-R6-GC-030425-COOP	Region 6-General Construction
Dixie Electric, Inc.	MD-R1-E-030425-DIXI	Region 1-Electrical
Dixie Electric, Inc.	MD-R2-E-030425-DIXI	Region 2-Electrical
Dixie Electric, Inc.	MD-R5-E-030425-DIXI	Region 5-Electrical
Dynamic General Contracting, LLC	MD-R1-RW-030425-DGCL	Region 1-Roofing
Dynamic General Contracting, LLC	MD-R2-RW-030425-DGCL	Region 2-Roofing
Dynamic General Contracting, LLC	MD-R3-RW-030425-DGCL	Region 3-Roofing
Dynamic General Contracting, LLC	MD-R4-RW-030425-DGCL	Region 4-Roofing
Dynamic General Contracting, LLC	MD-R5-RW-030425-DGCL	Region 5-Roofing
Dynamic General Contracting, LLC	MD-R6-RW-030425-DGCL	Region 6-Roofing
Excavating Associates, Inc.	MD-R1-CC-030425-EAI	Region 1-Civil Construction
Excavating Associates, Inc.	MD-R1-PAC-030425-EAI	Region 1-Paving Asphalt/Concrete
F.H. Paschen, S.N. Nielsen & Associates, LLC	MD-R1-GC-030425-FHP	Region 1-General Construction
F.H. Paschen, S.N. Nielsen & Associates, LLC	MD-R4-GC-030425-FHP	Region 4-General Construction
F.H. Paschen, S.N. Nielsen & Associates, LLC	MD-R5-GC-030425-FHP	Region 5-General Construction
Firstline Contracting, Inc.	MD-R1-RW-030425-FIRS	Region 1-Roofing
Firstline Contracting, Inc.	MD-R2-RW-030425-FIRS	Region 2-Roofing
Firstline Contracting, Inc.	MD-R3-RW-030425-FIRS	Region 3-Roofing
Firstline Contracting, Inc.	MD-R4-RW-030425-FIRS	Region 4-Roofing
Firstline Contracting, Inc.	MD-R5-RW-030425-FIRS	Region 5-Roofing
Firstline Contracting, Inc.	MD-R6-RW-030425-FIRS	Region 6-Roofing
Garcete Construction Co., Inc.	MD-R2-CC-030425-GARC	Region 2-Civil Construction
Garcete Construction Co., Inc.	MD-R3-GC-030425-GARC	Region 3-General Construction
Garcete Construction Co., Inc.	MD-R4-CC-030425-GARC	Region 4-Civil Construction
Garcete Construction Co., Inc.	MD-R4-GC-030425-GARC	Region 4-General Construction
Garcete Construction Co., Inc.	MD-R5-CC-030425-GARC	Region 5-Civil Construction
Garcete Construction Co., Inc.	MD-R5-GC-030425-GARC	Region 5-General Construction
General And Mechanical Services, LLC	MD-R1-HVAC-030425-GMS	Region 1-HVAC/Mechanical
General And Mechanical Services, LLC	MD-R2-HVAC-030425-GMS	Region 2-HVAC/Mechanical
General And Mechanical Services, LLC	MD-R3-HVAC-030425-GMS	Region 3-HVAC/Mechanical
General And Mechanical Services, LLC	MD-R4-HVAC-030425-GMS	Region 4-HVAC/Mechanical
General And Mechanical Services, LLC	MD-R5-HVAC-030425-GMS	Region 5-HVAC/Mechanical
General And Mechanical Services, LLC	MD-R6-HVAC-030425-GMS	Region 6-HVAC/Mechanical
Harper & Sons, Inc.	MD-R6-CC-030425-HARP	Region 6-Civil Construction
I.B. Abel, Inc.	MD-R2-E-030425-IBA	Region 2-Electrical
I.B. Abel, Inc.	MD-R3-E-030425-IBA	Region 3-Electrical
Irreno Construction Company, Inc.	MD-R2-GC-030425-ICCI	Region 2-General Construction
Irreno Construction Company, Inc.	MD-R3-GC-030425-ICCI	Region 3-General Construction
Irreno Construction Company, Inc.	MD-R4-GC-030425-ICCI	Region 4-General Construction
Irreno Construction Company, Inc.	MD-R5-GC-030425-ICCI	Region 5-General Construction
Janus Contractors, Inc.	MD-R1-GC-030425-JAN	Region 1-General Construction
Janus Contractors, Inc.	MD-R3-GC-030425-JAN	Region 3-General Construction
Janus Contractors, Inc.	MD-R4-GC-030425-JAN	Region 4-General Construction
Janus Contractors, Inc.	MD-R5-GC-030425-JAN	Region 5-General Construction
Janus Contractors, Inc.	MD-R6-GC-030425-JAN	Region 6-General Construction
Johnson-Laux Construction, LLC	MD-R1-GC-030425-JLC	Region 1-General Construction
Johnson-Laux Construction, LLC	MD-R2-GC-030425-JLC	Region 2-General Construction
Johnson-Laux Construction, LLC	MD-R3-GC-030425-JLC	Region 3-General Construction
Johnson-Laux Construction, LLC	MD-R4-GC-030425-JLC	Region 4-General Construction
Johnson-Laux Construction, LLC	MD-R5-GC-030425-JLC	Region 5-General Construction
Johnson-Laux Construction, LLC	MD-R6-GC-030425-JLC	Region 6-General Construction
Lobar Associates, Inc.	MD-R2-RW-030425-LOB	Region 2-Roofing
McClure Company	MD-R1-HVAC-030425-MCE	Region 1-HVAC/Mechanical
McClure Company	MD-R2-HVAC-030425-MCE	Region 2-HVAC/Mechanical
McClure Company	MD-R3-HVAC-030425-MCE	Region 3-HVAC/Mechanical
McClure Company	MD-R4-HVAC-030425-MCE	Region 4-HVAC/Mechanical
McClure Company	MD-R5-HVAC-030425-MCE	Region 5-HVAC/Mechanical
McClure Company	MD-R6-HVAC-030425-MCE	Region 6-HVAC/Mechanical

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Power and Combustion, Inc.	MD-R1-HVAC-030425-POWC	Region 1-HVAC/Mechanical
Power and Combustion, Inc.	MD-R2-HVAC-030425-POWC	Region 2-HVAC/Mechanical
Power and Combustion, Inc.	MD-R3-HVAC-030425-POWC	Region 3-HVAC/Mechanical
Power and Combustion, Inc.	MD-R4-HVAC-030425-POWC	Region 4-HVAC/Mechanical
Power and Combustion, Inc.	MD-R5-HVAC-030425-POWC	Region 5-HVAC/Mechanical
Power and Combustion, Inc.	MD-R6-HVAC-030425-POWC	Region 6-HVAC/Mechanical
Roofing and Sustainable Systems, Inc.	MD-R5-RW-030425-RSSI	Region 5-Roofing
Signature Renovations, LLC	MD-R1-E-030425-SIG	Region 1-Electrical
Signature Renovations, LLC	MD-R1-GC-030425-SIG	Region 1-General Construction
Signature Renovations, LLC	MD-R2-E-030425-SIG	Region 2-Electrical
Signature Renovations, LLC	MD-R3-E-030425-SIG	Region 3-Electrical
Signature Renovations, LLC	MD-R3-GC-030425-SIG	Region 3-General Construction
Signature Renovations, LLC	MD-R4-E-030425-SIG	Region 4-Electrical
Signature Renovations, LLC	MD-R4-GC-030425-SIG	Region 4-General Construction
Signature Renovations, LLC	MD-R5-E-030425-SIG	Region 5-Electrical
Signature Renovations, LLC	MD-R5-GC-030425-SIG	Region 5-General Construction
Signature Renovations, LLC	MD-R6-E-030425-SIG	Region 6-Electrical
Signature Renovations, LLC	MD-R6-GC-030425-SIG	Region 6-General Construction
S-Works Construction Corporation	MD-R1-GC-030425-SWC	Region 1-General Construction
S-Works Construction Corporation	MD-R2-GC-030425-SWC	Region 2-General Construction
S-Works Construction Corporation	MD-R3-GC-030425-SWC	Region 3-General Construction
S-Works Construction Corporation	MD-R4-GC-030425-SWC	Region 4-General Construction
S-Works Construction Corporation	MD-R5-GC-030425-SWC	Region 5-General Construction
S-Works Construction Corporation	MD-R6-GC-030425-SWC	Region 6-General Construction
Taggart Brown & Associates, Inc.	MD-R1-GC-030425-TAG	Region 1-General Construction
Taggart Brown & Associates, Inc.	MD-R5-GC-030425-TAG	Region 5-General Construction
Taggart Brown & Associates, Inc.	MD-R6-GC-030425-TAG	Region 6-General Construction
The Matthews Group, Inc.	MD-R2-GC-030425-TMG	Region 2-General Construction
The Matthews Group, Inc.	MD-R3-GC-030425-TMG	Region 3-General Construction
The Matthews Group, Inc.	MD-R4-GC-030425-TMG	Region 4-General Construction
The Matthews Group, Inc.	MD-R5-GC-030425-TMG	Region 5-General Construction
Vigil Contracting, Inc.	MD-R3-E-030425-VGL	Region 3-Electrical
Vigil Contracting, Inc.	MD-R3-GC-030425-VGL	Region 3-General Construction
Vigil Contracting, Inc.	MD-R3-HVAC-030425-VGL	Region 3-HVAC/Mechanical
Vigil Contracting, Inc.	MD-R5-E-030425-VGL	Region 5-Electrical
Vigil Contracting, Inc.	MD-R5-GC-030425-VGL	Region 5-General Construction
Vigil Contracting, Inc.	MD-R5-HVAC-030425-VGL	Region 5-HVAC/Mechanical
Vigil Contracting, Inc.	MD-R6-E-030425-VGL	Region 6-Electrical
Vigil Contracting, Inc.	MD-R6-GC-030425-VGL	Region 6-General Construction
Adrian L. Merton, Inc.	WA-DC-R1-HVAC-030425-ALM	Region 1-HVAC/Mechanical
Bennett Group, LLC	WA-DC-R1-GC-030425-BEN	Region 1-General Construction
Centennial Contractors Enterprises, Inc.	WA-DC-R1-GC-030425-CCE	Region 1-General Construction
Cooper Building Services, LLC	WA-DC-R1-GC-030425-COOP	Region 1-General Construction
Irreno Construction Company, Inc.	WA-DC-R1-GC-030425-ICCI	Region 1-General Construction
The Matthews Group, Inc.	WA-DC-R1-GC-030425-TMG	Region 1-General Construction
Vigil Contracting, Inc.	WA-DC-R1-GC-030425-VGL	Region 1-General Construction
Vigil Contracting, Inc.	WA-DC-R1-E-030425-VGL	Region 1-Electrical
Vigil Contracting, Inc.	WA-DC-R1-HVAC-030425-VGL	Region 1-HVAC/Mechanical
IDIQ CONTRACT EXTENSIONS		
Company Name	**Contract Number**	
Brown & Root	GA-A01-040820-KBR	
Albion General Contractors, Inc.	GA-A06-040820-ALB	
Albion General Contractors, Inc.	GA-B05-040820-ALB	
Albion General Contractors, Inc.	GA-C03-040820-ALB	
Albion General Contractors, Inc.	GA-D05-040820-ALB	
Bayne Development Group	GA-ST04-040820-BDG	
Centennial Contractors Enterprises, Inc	GA-B06-040820-CCE	
Centennial Contractors Enterprises, Inc	GA-C06-040820-CCE	
Centennial Contractors Enterprises, Inc.	GA-D08-040820-CCE	
Crown Retail Services, Inc.	GA-A05-040820-CRS	
Crown Retail Services, Inc.	GA-B03-040820-CRS	
Darsey Construction, LLC	GA-B07-040820-DAR	
Darsey Construction, LLC	GA-C01-040820-DAR	
Darsey Construction, LLC	GA-D02-040820-DAR	
Engineering Design Technologies, Inc	GA-C07-040820-EDT	
Engineering Design Technologies, Inc.	GA-D09-040820-EDT	
F.H. Paschen, S.N. Nielsen & Associates, LLC	GA-ST01-040820-FHP	

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Greene & Burdette Property Management, LLC	GA-A02-040820-GBP	
Greene & Burdette Property Management, LLC	GA-C02-040820-GBP	
Greene & Burdette Property Management, LLC	GA-B02-040820-GBP	
Greene & Burdette Property Management, LLC	GA-D03-040820-GBP	
HCR Construction, Inc.	GA-A08-040820-HCR	
HITT Contracting, Inc.	GA-A03-040820-HCI	
HITT Contracting, Inc.	GA-B04-040820-HCI	
HITT Contracting, Inc.	GA-C04-040820-HCI	
HITT Contracting, Inc.	GA-D06-040820-HCI	
Jewel of the South	GA-C10-040820-JOS	
JOC Construction	GA-ST03-040820-LRI	
Johnson-Laux Construction, LLC	GA-ST07-040820-JLC	
Lichty Commercial Construction, Inc.	GA-A09-040820-LIY	
Lynn Construction Contracting, Inc.	GA-D04-040820-LYN	
Osprey Management, LLC	GA-ST08-040820-OML	
Paryani Construction	GA-A07-040820-PAR	
Place Services, Inc.	GA-A10-040820-PLA	
Place Services, Inc.	GA-B08-040820-PLA	
Place Services, Inc.	GA-C05-040820-PLA	
Place Services, Inc.	GA-D07-040820-PLA	
Prime Contractors, Inc.	GA-ST02-040820-PCI	
Rubio and Son Interiors, Inc.	GA-ST10-040820-RSI	
Ujamaa Construction	GA-B10-040820-UJA	
Ujamaa Construction	GA-D10-040820-UJA	
Ujamaa Construction	GA-C08-040820-UJA	
Ward Humphrey, Inc.	GA-ST06-040820-WHI	

The New York State Contract Reporter

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Tuesday, 10/15/2024

Contracting Opportunity

Title: Plastic Refuse and Recycling Containers with Related Technology Solutions

Agency: Sourcewell

Division: Procurement Department

Contract Number: 120324

CR Number: 2114654

Contract Term: 4 YEARS

Date of Issue: 10/15/2024

Due Date/Time: 12/03/2024 4:30 PM CENTRAL TIME

County(ies): All NYS counties

Classification: Miscellaneous - *Commodities*

Opportunity Type: General

Entered By: Tara Wolff

Description: Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Plastic Refuse and Recycling Containers with Related Technology Solutions** to result in a procurement solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than **December 3, 2024, at 4:30 p.m. Central Time**, and late proposals will not be considered.

Service-Disabled Veteran-Owned Set Aside: No

*** These goods or services have been purchased from an out-of-state/foreign vendor within the past three years.**

Business entities awarded an identical or substantially similar procurement contract within the past five years:

Routeware (ReCollect)

Toter

Cascade Engineering

Rehrig Pacific Company

Contact Information

Primary contact:
Sourcewell
Procurement Department
Tara Wolff
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-541-5362
rfp@sourcewell-mn.gov

Submit to contact:
Sourcewell
Procurement Department
Tara Wolff
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-541-5362
rfp@sourcewell-mn.gov

Bid Results

Bid Results have not been entered

Awards

Awards have not been entered

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Daily Journal of Commerce
1618 SW First Ave., Suite 400
Portland, OR, 97201
Phone: 503-226-1311 Fax: 503-222-5358

DJC OREGON

Affidavit of Publication

To: Sourcewell - Mari Vielma
Po Box 219
Staples, MN, 564790219

Re: Legal Notice 2658634, PLASTIC REFUSE AND RECYCLING CONTAINERS WITH RELATED TECHNOLOGY SOLUTIONS

State of OR }
} SS:
County of Multnomah }

I, Michelle A. Ropp, being duly sworn, depose and say that I am the Principal Clerk of the Daily Journal of Commerce, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.101 and 193.020, published in Portland in the aforesaid County and State; that I know from my personal knowledge that the notice described as:
PLASTIC REFUSE AND RECYCLING CONTAINERS WITH RELATED TECHNOLOGY SOLUTIONS
SOURCEWELL
a printed copy of which is hereto annexed, was published in the entire issue of said newspaper 1 time(s) in the following issues:
10/16/2024.

SEE EXHIBIT A

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME ON 18th day of October 2024

By: Michelle A Ropp

Michelle A. Ropp

By: N-l Bj-l

OFFICIAL STAMP
NICHOLAS BJORK
NOTARY PUBLIC - OREGON
COMMISSION NO. 1044188
MY COMMISSION EXPIRES JANUARY 10, 2028

Nicholas Bjork
Notary Public, State of OR
No. 1044188
My commission expires on January 10, 2028

SOURCEWELL

PLASTIC REFUSE AND RECYCLING CONTAINERS WITH RELATED TECHNOLOGY SOLUTIONS

Proposals Due 4:30 pm, December 3, 2024

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Plastic Refuse and Recycling Containers with Related Technology Solutions** to result in a procurement solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than **December 3, 2024, at 4:30 p.m. Central Time**, and late proposals will not be considered.

Published Oct. 16, 2024. 2658634

LOCALiQ

The Oklahoman

PO Box 631643 Cincinnati, OH 45263-1643

AFFIDAVIT OF PUBLICATION

PO Box 219
Sourcewell
202 12th St NE PO Box 219
Staples AZ 56479-0219

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA

The Oklahoman, a daily newspaper of general circulation in the State of Oklahoma, and which is a daily newspaper published in Oklahoma County and having paid general circulation therein; published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

10/16/2024, 10/22/2024

and that the fees charged are legal.
Sworn to and subscribed before on 10/22/2024

Legal Clerk

Denise Roberts

Notary, State of WI, County of Brown

4-6-27

My commission expires

Publication Cost:	$43.70	
Tax Amount:	$0.00	
Payment Cost:	$43.70	
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PO #:	LOKL0174051	

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DENISE ROBERTS
Notary Public
State of Wisconsin

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Plastic Refuse and Recycling Containers with Related Technology Solutions** to result in a procurement solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than **December 3, 2024, at 4:30 p.m. Central Time**, and late proposals will not be considered.

LPXLP
October 16, 22 2024
LOKL0174051

McClatchy

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Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
34474	601178	Print Legal Ad-IPL01987720 - IPL0198772		$160.64	1	18 L

Attention: Carol Jackson

SOURCEWELL
PO BOX 219
STAPLES, MN 56479

carol.jackson@sourcewell-mn.gov

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Plastic Refuse and Recycling Containers with Related Technology Solutions** to result in a procurement solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than **December 3, 2024, at 4:30 p.m.** Central Time, and late proposals will not be considered.
IPL0198772
Oct 16 2024

State of South Carolina

County of Richland

I, Tara Pennington, makes oath that the advertisment, was published in The State, a newspaper published in the City of Columbia, State and County aforesaid, in the issue(s) of

1 insertion(s) published on:
10/16/24

Tara Pennington

Sworn to and subscribed before me this 16th day of October in the year of 2024

Notary Public in and for the state of Texas, residing in Dallas County

MARGARET KATHLEEN WILSON
My Notary ID # 134916732
Expires May 24, 2028

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Extra charge for lost or duplicate affidavits.
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Liberty stars put on WNBA show for college coaches

Lindsay Schnell
USA TODAY

NEW YORK – Breanna Stewart needed to rant.

"It's about time," the New York Liberty forward said just minutes after leading her team to an 80-66 win over the Minnesota Lynx on Sunday in Game 2 of the WNBA Finals, a victory in which she tallied 21 points, eight rebounds and a career-high seven steals.

She wasn't referring to the much-needed win, a particular officiating call or the fact that New York set an attendance record with 18,046 fans.

No, she was calling out her college coach, Geno Aureimma, the 11-time national champion widely considered the greatest of all time.

"I text him and was like, you know what, it's about time that you come to my game," Stewart said as the press room chuckled. She shook her head in mock disgust. "I've been here for two years and he hasn't come down! What are you doing?"

After the game, holding her 3-year-old daughter Ruby at center court, Stewart told ESPN reporter Holly Rowe that she felt the need to put on a good show for Auriemma, since he decided to show his face at the Barclays Center.

Also sitting courtside for Game 2: C. Vivian Stringer, the first coach to lead three different teams to the NCAA women's basketball Final Four. She did that with Rutgers most recently in 2007 – and four years later, Betnijah Laney-Hamilton starred for Stringer and the Scarlet Knights. (She retired in 2022.)

After she scored a season-high-tying 20 points, Laney-Hamilton smiled and said anytime her college coach is in the building, she wants to make her proud.



Liberty forward Breanna Stewart drives to the basket Sunday against the Lynx. She led all players with 21 points. WENDELL CRUZ/IMAGN IMAGES

Laney-Hamilton's performance, as she continues to battle a right knee injury, got Stringer on her feet a couple of times, and who could blame her for being so excited – especially when Laney-Hamilton started the game 4-for-4 from the field, helping the Liberty build as much as a 17-point lead.

"I was happy to be able to play well in front of her," said Laney-Hamilton, who scored in double figures for the first time since Sept. 22 – New York's first playoff game of 2024. She also recorded two assists and a steal.

"It gives me a little bit of momentum as we continue to go through the series," she said. "I've been struggling physically, mentally, as I've been going through everything, so to see a glimpse of what I'm capable of, it felt really good."

So, which college coaches of other Liberty players are coming to Minnesota for Games 3 and 4?

Sabrina Ionescu was quick to answer that in the press conference, saying that her college coach, Oregon's Kelly Graves, would be in the Target Center on Wednesday. That means the Liberty can probably expect a big game from Ionescu and guard Courtney Vandersloot, who played for Graves at Gonzaga.

"They are all welcome," New York coach Sandy Brondello said, laughing.

Sunday was a vintage Stewart performance, and in truth, she didn't need her college coach on the sideline to hype her up.

Stewart is a three-time Olympian and two-time MVP for a reason. After a fourth-quarter (and overtime) fiasco in Game 1 – which included a missed Stewart free throw at the end of regulation that would have won it – Stewart said, "the moment the game ended Thursday night, I was looking forward to Sunday."

She played like it, too. Stewart had two huge sequences in the second half.

At the end of the third quarter she drew back-to-back fouls on Liberty possessions, hit two free throws on the second, denied a Lynx shot on the other end and then hit a runner, giving New York a 61-53 lead with 55.8 seconds to go and halting any momentum Minnesota had.

Her other stretch might have been even more impressive.

With the Liberty clinging to a two-point lead, 66-64, with 5:36 left, Stewart recorded back-to-back steals on Minnesota possessions, refusing to let the Lynx tie or take the lead. New York finished the game on a 12-0 run over the final 3:21, which included a timely corner 3 from Laney-Hamilton and an offensive tip-in by Stewart.

Given Laney-Hamilton's season, her performance might have been even more impressive than Stewart's. Certainly it was grittier.

In July, just before the month-long Olympic break, Laney-Hamilton had minor surgery on her knee, returning to the Liberty in late July. She's been bugged by it all season and in obvious pain for stretches. Brondello said earlier in the series that even after surgery Laney-Hamilton is not 100%.

Sunday, she praised her toughness. "She was digging deep," Brondello said, "and that's what we needed."

Stewart agreed, saying, "I think what B brings is this grit, this toughness ... all of us know, she's giving us whatever she's got.

"We know she can do this and happy to see her get into a good rhythm with everything that's been up and down this season and know that she's a big factor in everything we do."

Laney-Hamilton didn't want to assign herself a percentage of health and declined to get into specifics of treatment, saying only that the Liberty have been "doing a little bit of everything to try to get me feeling good."

Clearly, it's working. But to be safe, they should probably invite Stringer – and Auriemma – on the charter to Minneapolis, too.

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NOTICES | PUBLIC NOTICE

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Grounds Maintenance Equipment and Related Attachments** to result in a procurement solution for use by its Participating Entities.

Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada.

A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal https://proportal.sourcewell-mn.gov

Only proposals submitted through the Sourcewell Procurement Portal will be considered.

Proposals are due no later than **November 26, 2024, at 4:30 p.m. Central Time,** and late proposals will not be considered.

2025 - 2026 VEGETATION MANAGEMENT

Oklahoma Electric Cooperative (OEC) in Norman, Okla., is a distribution electric utility serving members in central Oklahoma. OEC is requesting proposals from qualified vegetation management contractors for line clearance for the years 2025-2026. Vegetation management contractor would be responsible for line clearance. RFPs are due no later than 12 p.m. CST on Oct. 31, 2024. Please contact Clifford Chastain, Manager of Vegetation at (405) 664-0691 or cliffordc@okcoop.org for specific requirements and bid forms.

All RFP submissions should be sent to Sarah Marshment at sarah.marshment@okcoop.org.

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Plastic Refuse and Recycling Containers with Related Technology Solutions** to result in a procurement solution for use by its Participating Entities.

Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada.

A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal https://proportal.sourcewell-mn.gov

Only proposals submitted through the Sourcewell Procurement Portal will be considered.

Proposals are due no later than **December 3, 2024, at 4:30 p.m. Central Time,** and late proposals will not be considered.

Region 4 Education Service Center, Houston, Texas is requesting proposals from qualified and experienced firms to provide Weapons and Threat Detection Equipment, Services, and Other Solutions (No.25-02).

In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at https://region4esc.ionwave.net/.

VIRTUAL PRE-PROPOSAL CONFERENCE:
Thursday, October 31, 2024, 10:00AM CST
See RFP for details.

PROPOSAL DUE DATE:
November 21, 2024, BEFORE 2:00PM CST

CONTACT: Crystal Wallace, Procurement Contract Specialist, 713-744-8189 or cwallace@esc4.net.

PUBLIC NOTICE

The Central Susquehanna Intermediate Unit's (CSIU) Keystone Purchasing Network (KPN), a national public sector purchasing cooperative is soliciting sealed bids for **Library Supplies Catalog, Portable and Modular Classrooms and Buildings, and Athletic Field-Court and Parking Lot Lighting Systems**, for all current and potential KPN Members.

The bid deadline is **November 13, 2024 at 9 a.m. Eastern Time**. Bids shall be received electronically. Interested bidders must register to access and secure the bid documents online at **https://kpn.ionwave.net**. There is no charge to register. The bids will be publicly opened on **November 13, 2024 at 10 a.m. Eastern Time** at the **CSIU Main Office, 90 Lawton Lane, Milton, PA**. However, in case of an emergency, or, in the CSIU's discretion, in the interest of public health and safety, and as permitted by applicable law, the CSIU may instead broadcast the opening of bids via teleconference or video conference. Go to **https://www.theKPN.org** for more information. The CSIU reserves the right to reject any of all bids or any part thereof or items therein and to waive informalities and/or technicalities as it deems best to protect its interest.

NOTICES | LEGAL NOTICES

UNITED STATES BANKRUPTCY COURT, DISTRICT OF DELAWARE

In re: Hardinge Inc., *et al.*,[1] Debtors.	Chapter 11 Case No. 24-11605 (JKS) (Jointly Administered)

NOTICE OF DEADLINE FOR THE FILING OF PROOFS OF CLAIM, INCLUDING FOR CLAIMS ASSERTED UNDER SECTION 503(b)(9) OF THE BANKRUPTCY CODE AND ASSERTION OF ADMINISTRATIVE EXPENSE CLAIMS

(GENERAL BAR DATE AND ADMINISTRATIVE CLAIMS BAR DATE IS NOVEMBER 13, 2024, AT 5:00 P.M. (*PREVAILING* EASTERN TIME))

PLEASE TAKE NOTICE OF THE FOLLOWING:

On July 29, 2024 (the "**Petition Date**"), Hardinge Inc. and its affiliates, the debtors and debtors- in-possession (collectively, the "**Debtors**"), filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code with the United States Bankruptcy Court for the District of Delaware (the "**Court**"). On October 10, 2024, the Court entered an order [Docket No. 413 (the "**Bar Date Order**") establishing certain deadlines for the filing of proofs of claim in the chapter 11 cases of the Debtors.

THE BAR DATES

The Bar Date Order establishes the following bar dates for filing claims in the Bankruptcy Cases (collectively, the "**Bar Dates**"):

The General Bar Date. Except as otherwise set forth herein, all creditors holding claims, whether secured, priority (including Section 503(b)(9) Claims),[2] or unsecured, against any of the Debtors that arose prior to the Petition Date must file proofs of claim by the General Bar Date, which is **5:00 p.m. *prevailing* Eastern Time on November 13, 2024** (the "**General Bar Date**").

The Governmental Bar Date. Except as otherwise set forth herein, all governmental units holding claims against and of the Debtors (whether secured, priority, or unsecured) that arose before the Petition Date must file proofs of claim by **5:00 p.m. *prevailing* Eastern Time on January 27, 2025** (the "**Governmental Bar Date**").

The Rejection Bar Date. Any creditor whose claims arise from the rejection of an executory contract or unexpired lease pursuant to a Court order (any such order, a "**Rejection Order**") or by operation of section 365(d)(4) of the Bankruptcy Code, including secured claims, priority claims, and unsecured claims that arose or are deemed to have arisen prior to the Petition Date (collectively, the "**Rejection Damages Claims**"), must file a proof of claim on or before the later of: (i) the General Bar Date; or (ii) 5:00 p.m. prevailing Eastern Time thirty (30) days after the affected claimant is served with notice of the applicable Rejection Order.

The Amended Schedules Bar Date. If any of the Debtors amends its schedules of assets and liabilities (the "**Schedules**") to reduce the undisputed, noncontingent, and liquidated amount of a claim against such Debtor, to change the nature or classification of a claim against such Debtor, or to add a new claim to the Schedules, any affected entities that dispute such changes must file a proof of claim or amend any previously filed proof of claim with regard to the amended scheduled claim on or before the later of: (i) the General Bar Date; or (ii) 5:00 p.m. *prevailing* Eastern Time, on the date that is thirty (30) days after the date that notice of the applicable amendment to the Schedules is served on the affected creditor.

The Initial Administrative Claims Bar Date. Except as otherwise set forth herein and subject to the applicable limitations set forth in section 503(b)(1)(D) of the Bankruptcy Code: all creditors other than estate professionals holding claims of any kind against any of the Debtors that first arose during the period beginning on or after the Petition Date through and including September 17, 2024 (excluding fees of the Office of the United States Trustee arising under 28 U.S.C. § 1930) must file such claims by **5:00 p.m. *prevailing* Eastern Time on November 13, 2024** (the "**Administrative Claims Bar Date**").

For purposes of this notice, the term "claim" as to or against any of the Debtors means: (i) any right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured; or (ii) any right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured.

FILING CLAIMS

I. WHO MUST FILE A CLAIM.

a. any creditor, other than those expressly excluded from the requirement to file a claim by the terms of the Bar Date Order: (i) whose prepetition claim against any of the Debtors is not listed in the Debtors' Schedules or is listed as disputed, contingent, or unliquidated; and (ii) that desires to share in any distributions in the Bankruptcy Cases;

b. any creditor that believes that its prepetition claim is improperly classified in the Debtors' Schedules or is listed in an incorrect amount and that desires to have its claim allowed in a classification or amount that is different from the classification, or amount identified in the Debtors' Schedules; and

c. any creditor that asserts an Administrative Expense Claim, other than any estate professional and fees of the United States Trustee arising under 28 U.S.C. § 1930 and other than those creditors expressly excluded from the requirement to file an Administrative Expense Claim by the terms of the Bar Date Order.

II. WHAT TO FILE.

Prepetition Claims. Creditors asserting claims against any of the Debtors that arose before the Petition Date must use the copy of the proof of claim form (the "**Proof of Claim Form**"), or Official Form 410. Additional copies of the Proof of Claim Form may be obtained on the website for the Debtors' claims and noticing agent, Kroll Restructuring Administration LLC ("**Kroll**"), at https://cases.ra.kroll.com/Hardinge/ under Tab "File a Claim."

Administrative Expense Claims. Creditors asserting Administrative Expense Claims must file either (i) a request for allowance of such Administrative Expense Claims with the Court or (ii) the Administrative Expense Claim Form with the Claims Agent. Additional copies of the Administrative Expense Proof of Claim Form may be obtained on the Kroll website at https://cases.ra.kroll.com/Hardinge/ under Tab "File a Claim."

III. WHEN AND WHERE TO FILE.

Creditors must either (i) deliver the Proof of Claim Form Claim Form or Administrative Expense Claim Form in person, by courier service, hand delivery, via the United States Mail or by overnight delivery service so that it is received on or before 5:00 p.m. prevailing Eastern Time on or before the applicable Bar Date at the following address: If by First-Class Mail - Hardinge Inc. Claims Processing Center, c/o Kroll Restructuring Administration LLC, Grand Central Station, PO Box 4850, New York, NY 10163-4850; if by Hand Delivery or Overnight Mail - Hardinge Inc. Claims Processing Center, c/o Kroll Restructuring Administration LLC, 850 3rd Avenue, Suite 412, Brooklyn, NY 11232; or (ii) submit a Proof of Claim Form or Administrative Expense Claim Form using the interface available on Kroll's website at https://cases.ra.kroll.com/Hardinge/ under Tab "File a Claim".

Creditors asserting an Administrative Expense Claim may file an Administrative Expense Claim Form with the Claims Agent or a request for payment of such Administrative Expense Claim with the Court; provided, however, that such Administrative Expense Claim Form or request must be filed with the Claims Agent or Court, as applicable, on or before the Administrative Expense Bar Date.

Creditors that fail to properly file a Proof of Claim or Administrative Expense Claim by the applicable Bar Date shall be forever barred, estopped, and enjoined from: (i) asserting any such claim against any of the Debtors or their estates or property that (a) is in an amount that exceeds the amount, if any, that is identified in the Debtors' Schedules on behalf of such creditor as undisputed, non-contingent, and liquidated, or (b) is of a different nature, classification, or priority than any claim identified in the Debtors' Schedules on behalf of such creditor; or (ii) voting upon any plan in the Bankruptcy Cases, or receiving any distributions in the Bankruptcy Cases.

Proofs of Claim and Administrative Expense Claims must be sent by overnight mail, courier service, hand delivery, regular mail, or in person, or completed electronically through Kroll's website. Proofs of claim sent by facsimile, telecopy, or electronic mail will not be accepted and will not be considered properly or timely filed for any purpose in these Chapter 11 Cases.

The Schedules, the Proof of Claim Form, the Bar Date Notice, and the Bar Date Order may be obtained by contacting the Debtors' Claims Agent, in writing, at Hardinge Inc., c/o Kroll Restructuring Administration LLC, Grand Central Station, PO Box 4850, New York, NY 10163-4850 or online at https://cases.ra.kroll.com/Hardinge/ under the Tab "Court Docket" or "File a Claim", as applicable. The Bar Date Order can also be viewed on the Court's website at www.deb.uscourts.gov. If you have questions concerning the filing or processing of claims, you may contact the Debtors' claims agent, Kroll, by phone at (833) 307-3792 (Toll-Free) and (646) 809-1790 (International), or by email at HardingeInfo@ra.kroll.com.

ABSENT FURTHER ORDER OF THE COURT, ANY PERSON OR ENTITY THAT IS REQUIRED TO FILE A PROOF OF CLAIM IN THESE CHAPTER 11 CASES WITH RESPECT TO A PARTICULAR CLAIM AGAINST THE DEBTORS, BUT THAT FAILS TO DO SO PROPERLY BY THE APPLICABLE BAR DATE, SHALL NOT BE TREATED AS A CREDITOR IN THESE CHAPTER 11 CASES WITH RESPECT TO SUCH CLAIM FOR PURPOSES OF VOTING AND DISTRIBUTION; PROVIDED, HOWEVER, THAT A HOLDER OF A CLAIM SHALL BE TREATED AS A CREDITOR FOR PURPOSES OF VOTING AND DISTRIBUTION AS TO ANY UNDISPUTED, NONCONTINGENT, AND LIQUIDATED CLAIMS IDENTIFIED IN THE SCHEDULES ON BEHALF OF SUCH HOLDER IN THE AMOUNT SET FORTH IN THE SCHEDULES.

Dated: October 10, 2024, Wilmington, Delaware

CHIPMAN BROWN CICERO & COLE, LLP, */s/Mark L. Desgrosseilliers* , Robert A. Weber (No. 4013), Mark L. Desgrosseilliers (No. 4083), Hercules Plaza, 1313 North Market Street, Suite 5400, Wilmington, Delaware 19801, Telephone: (302) 295-0192, E-mail: weber@chipmanbrown.com, desgross@chipmanbrown.com -and- **ROPES & GRAY LLP,** Gregg M. Galardi (No. 2991), Lindsay C. Barca (admitted *pro hac vice*), 1211 Avenue of the Americas, New York, New York 10036, Telephone: (212) 596-9000, Facsimile: (212) 596-9090, E-mail: gregg.galardi@ropesgray.com, lindsay.barca@ropesgray.com, *Counsel to the Debtors and Debtors in Possession*

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number are: Hardinge Ventures LLC (0586); Ohio Tool Works, LLC (7569); Kellenberger Swiss Grinding Machines, LLC (N/A); Hardinge Inc. (0200); Hardinge Technology Systems, Inc. (6427); Forkardt Inc. (4671); and Hardinge Grinding Group Inc. (6173). The Debtors' service address is One Hardinge Drive, Elmira, NY 14902-1507.

[2] A 503(b)(9) claim is one for the value of any goods received by any of the Debtors within 20 days before the Petition Date in which the goods have been sold to such Debtor in the ordinary course of such Debtor's business.

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Overreaction: Texas, Bama unmasked?

Eddie Timanus
USA TODAY



Alabama wide receiver Germie Bernard is tackled by Tennessee defensive back Boo Carter on Saturday. BUTCH DILL/GETTY IMAGES

The top overreactions from Week 8:

• Alabama's playoff chances cooked

It's true that the Crimson Tide's SEC championship hopes are likely gone with a second league loss. There might, however, still be a path to the expanded 12-team College Football Playoff.

Alabama's last three games are quite winnable. One is a tuneup against Championship Subdivision member Mercer, and the final two league contests are against Oklahoma and Auburn, teams in a greater state of disarray.

It's the two games over the next three weekends that will tell the tale for Alabama: a home date with Missouri on Saturday and a Nov. 9 trip to LSU. Should the Tide win both, they'll have a fairly clear route to 10-2 with the win against Georgia also in the bank, a resume that would almost certainly be deemed playoff worthy. A split of those two and a 9-3 finish would leave matters in a much more ambiguous realm.

Whether Alabama could win the title should it be included in the at-large pool is a discussion for another day, but for now we must wait and see. We understand that patience is not an abundant quality for many fan bases, but don't write the Tide off just yet.

• Texas is back – to mediocrity

It didn't take long for the college football universe to move from anointing the Longhorns as title favorites to wondering aloud if they're not ready for this new conference after all. As with many such discussions, the truth probably lies somewhere between those extremes.

As has been pointed out, the foundation upon which the Longhorns' No. 1 ranking had been constructed wasn't as sturdy as we might have believed given the ongoing struggles of Oklahoma and Michigan.

It is equally true that Texas is hardly the first team to be humbled by an encounter with a motivated Georgia squad. Remember how postmortems for Clemson were being written after Week 1?

In short, we'll wait and see how Texas responds to its first taste of adversity, starting with a visit to frisky Vanderbilt.

• Indiana is going to win the Big Ten

Most people probably didn't believe Curt Cignetti when he made that bold pronouncement upon accepting the head coaching gig in Bloomington. But lo and behold the Hoosiers have steamrolled everything in their path en route to a 7-0 start that now has everyone's attention.

There's just one teensy-weensy problem though. The penultimate week of the season involves a trip to Ohio State. We are in no way saying a win in Columbus isn't possible.

But if the Hoosiers do come up short there, they would lose a head-to-head tiebreaker with the Buckeyes for a spot in the conference title game, assuming both teams win the rest of their games. There is no Penn State or Oregon on Indiana's schedule, which is a plus in that all of their other contests are winnable but a minus in that there is no opportunity to offset a potential loss to the Buckeyes.

Now with all that said, the Hoosiers do very much have a strong at-large case for the playoff should they make it to the finish line at 11-1. That might seem overly ambitious for a program that has enjoyed limited gridiron success in its history, but we shouldn't be surprised now if it comes to pass.

• Michigan could miss a bowl

On the opposite end of the Big Ten's expectations meter we find the Wolverines, the defending national champions in name only now flailing to find any kind of offensive identity.

Aside from a home date with Northwestern, Michigan's November slate is a veritable murderers' row in the new-look conference.

The Wolverines will be heavy underdogs against Oregon, Indiana and Ohio State, even with the Ducks and Buckeyes coming to Ann Arbor. This makes this week's rivalry game against Michigan State a virtual must-win if the Wolverines hope to reach the six-victory threshold for bowl eligibility.

The Spartans aren't likely to be terribly sympathetic having their own challenging second-half schedule. But Michigan State has made progress under coach Jonathan Smith in recent weeks, and the Spartans will come into the Big House with confidence after showing they could solve a tough defense like Iowa's.

It's a game to keep an eye on, especially if you're the organizer of a bowl game with a Big Ten tie-in.

• The Cougar Conundrum

What if I told you there's a team currently without FBS conference affiliation with an excellent chance to go 11-1 – and it's not Notre Dame? Sure, the Fighting Irish could get there as well. But there's another non-affiliated team that could provide the CFP with an interesting test case.

Washington State, of the once-and-future Pac-12, has made it to 6-1 with its lone blemish coming against Boise State. That would be the same Broncos squad that came within a field goal of the current No. 1 team. In addition to a hard-fought Apple Cup win against former league foe Washington, the Cougars also have another Power Five victory against Texas Tech.

But now comes the bad news for the Cougars. That Texas Tech result lost some value when the Red Raiders were thumped at home by Baylor for their first Big 12 loss.

None of Washington State's remaining opponents figure to add much to its schedule strength calculation.

As things stand, Washington State would need a whole lot of breaks to go its way to earn consideration. But complete chaos always seems to be right around the corner in this sport, so fans on the Palouse should stay tuned.

MIDWEEK TV GAMES

All times p.m. EDT; subject to change.

Matchup	Time	TV
Tuesday		
Sam Houston at Fla. International	7:30	ESPNU
UTEP at Louisiana Tech	8	CBSSN
Wednesday		
Liberty at Kennesaw State	7	CBSSN
Middle Tennessee at Jacksonville St	7:30	ESPN2
Thursday		
Georgia Southern at Old Dominion	7	ESPN2
Syracuse at Pitt	7:30	ESPN

COLLEGE FOOTBALL NCAA RE-RANK 1-134

Oregon moves up to top spot

Paul Myerberg
USA TODAY

Oregon and Georgia are up, Texas is down and Alabama is way, way down in the USA TODAY Sports NCAA Re-Rank 1-134.

The Ducks are the new No. 1 after Georgia rises three spots to No. 2 after the Bulldogs' 30-15 win Saturday in Austin. That loss sends Texas down six spots to No. 7.

That drop reflects the Longhorns' uninspiring strength of schedule. While wins against Michigan and Oklahoma came when both teams were ranked, the Wolverines and Sooners have since dropped out of the College Football Playoff picture.

While the Bulldogs looked the part of the nation's best team beating Texas on the road, the Ducks hold the edge thanks to an unbeaten record and this month's win against Ohio State.

The Buckeyes stay at No. 3, followed by No. 4 Penn State, No. 5 Miami and No. 6 Iowa State.

Tennessee moves up three to No. 10 after beating Alabama 24-17. That's two losses this month for the Crimson Tide sandwiching a narrow win against South Carolina.

That drops the Tide five spots to No. 16 and into fifth among SEC teams, trailing the Bulldogs, Longhorns, No. 9 LSU, the Volunteers and No. 15 Texas A&M. Alabama next takes on No. 23 Missouri.

Rk	School	W-L	+/–
1	Oregon	7-0	1
2	Georgia	6-1	3
3	Ohio State	5-1	0
4	Penn State	6-0	0
5	Miami	7-0	0
6	Iowa State	7-0	0
7	Texas	6-1	-6
8	Clemson	6-1	1
9	LSU	6-1	-1
10	Tennessee	6-1	3
11	Kansas State	6-1	-1
12	Notre Dame	6-1	0
13	Indiana	7-0	3
14	Brigham Young	7-0	0
15	Texas A&M	6-1	2
16	Alabama	5-2	-5
17	Boise State	5-1	-2
18	SMU	6-1	3
19	Illinois	6-1	10
20	Mississippi	5-2	-2
21	Navy	6-0	1
22	Pittsburgh	6-0	-2
23	Missouri	6-1	0
24	UNLV	6-1	9
25	Memphis	6-1	1
26	Syracuse	5-1	-1
27	Washington State	6-1	4
28	Duke	6-1	9
29	Wisconsin	5-2	12
30	Arizona State	5-2	-11
31	South Carolina	4-3	16
32	Liberty	5-0	4
33	Louisville	4-3	-1
34	Army	7-0	12
35	Oklahoma	4-3	-7
36	Michigan	4-3	-12
37	Vanderbilt	5-2	3
38	Georgia Tech	5-3	0
39	Utah	4-3	-12
40	Cincinnati	5-2	18
41	Nebraska	5-2	-11
42	Colorado	5-2	6
43	Iowa	4-3	-8
44	Tulane	5-2	5
45	Florida	4-3	11
46	Western Kentucky	5-2	5
47	Texas Tech	5-2	-2
48	Southern California	3-4	-14
49	Toledo	5-2	8
50	Virginia Tech	4-3	10
51	Washington	4-3	3
52	TCU	4-3	15
53	Arkansas	4-3	0
54	Virginia	4-3	-12
55	Georgia Southern	5-2	13
56	North Texas	5-2	14
57	Boston College	4-3	-13
58	Michigan State	4-3	13
59	Louisiana-Lafayette	6-1	18
60	James Madison	5-2	-21
61	California	3-4	-11
62	Oklahoma State	3-4	-3
63	Rutgers	4-3	-20
64	Kentucky	3-4	-9
65	Maryland	4-3	15
66	West Virginia	4-4	-14
67	Central Florida	3-4	-4
68	Minnesota	4-3	-2
69	Northern Illinois	4-3	-7
70	Louisiana-Monroe	5-1	-1
71	Sam Houston State	5-2	-10
72	San Jose State	5-2	2
73	Buffalo	4-3	-9
74	North Carolina State	4-4	7
75	Oregon State	4-3	1
76	Eastern Michigan	5-2	8
77	Arizona	3-4	-12
78	Fresno State	4-3	4
79	North Carolina	3-4	0
80	Coastal Carolina	4-3	-7
81	Northwestern	3-4	-3
82	Wake Forest	3-4	4
83	Ohio	4-3	-11
84	Texas State	4-3	-9
85	Marshall	4-3	2
86	Colorado State	4-3	5
87	Connecticut	4-3	-2
88	Baylor	3-4	16
89	Miami (Ohio)	3-4	13
90	Auburn	2-5	-7
91	South Florida	3-4	-1
92	Nevada	3-5	-3
93	Bowling Green	3-4	3
94	Arkansas State	4-3	3
95	Charlotte	3-4	-2
96	Kansas	2-5	4
97	South Alabama	3-4	-2
98	East Carolina	3-4	-10
99	Western Michigan	4-3	8
100	Central Michigan	3-4	-6
101	Stanford	2-5	-9
102	Jacksonville State	3-3	3
103	Houston	2-5	-4
104	Appalachian State	2-4	-3
105	Florida State	1-6	-7
106	UCLA	2-5	3
107	Mississippi State	1-6	-4
108	Texas-San Antonio	3-4	0
109	San Diego State	3-3	-3
110	Old Dominion	3-4	4
111	New Mexico	3-4	4
112	Georgia State	2-4	-1
113	Purdue	1-6	-1
114	Rice	2-5	2
115	Florida Atlantic	2-5	-5
116	Hawaii	2-5	1
117	Ball State	2-5	5
118	Wyoming	1-6	-5
119	Air Force	1-6	1
120	Troy	1-6	-2
121	Temple	2-5	6
122	Tulsa	2-5	1
123	New Mexico State	2-5	2
124	Louisiana Tech	2-4	-3
125	Massachusetts	1-6	1
126	Middle Tenn. State	2-5	2
127	Florida International	2-5	-8
128	UTEP	1-6	3
129	Utah State	1-6	-5
130	Akron	1-6	0
131	Southern Mississippi	1-6	-2
132	Alabama-Birmingham	1-6	0
133	Kennesaw State	0-6	0
134	Kent State	0-7	0

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NOTICES — **PUBLIC NOTICE**

The Central Susquehanna Intermediate Unit's (CSIU) Keystone Purchasing Network (KPN), a national public sector purchasing cooperative is soliciting sealed bids for **Library Supplies Catalog, Portable and Modular Classrooms and Buildings, and Athletic Field-Court and Parking Lot Lighting Systems**, for all current and potential KPN Members.

The bid deadline is **November 13, 2024 at 9 a.m. Eastern Time**. Bids shall be received electronically. Interested bidders must register to access and secure the bid documents online at **https://kpn.ionwave.net**. There is no charge to register. The bids will be publicly opened on **November 13, 2024 at 10 a.m. Eastern Time** at the **CSIU Main Office, 90 Lawton Lane, Milton, PA**. However, in case of an emergency, or, in the CSIU's discretion, in the interest of public health and safety, and as permitted by applicable law, the CSIU may instead broadcast the opening of bids via teleconference or video conference. Go to **https://www.theKPN.org** for more information. The CSIU reserves the right to reject any of all bids or any part thereof or items therein and to waive informalities and/or technicalities as it deems best to protect its interest.

NOTICES — **PUBLIC NOTICE**

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Facility Security Systems, Equipment, and Software with Related Services** to result in a procurement solution for use by its Participating Entities.

Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada.

A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal https://proportal.sourcewell-mn.gov

Only proposals submitted through the Sourcewell Procurement Portal will be considered.

Proposals are due no later than **December 10, 2024, at 4:30 p.m. Central Time,** and late proposals will not be considered.

NOTICES — **PUBLIC NOTICE**

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Plastic Refuse and Recycling Containers with Related Technology Solutions** to result in a procurement solution for use by its Participating Entities.

Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada.

A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal https://proportal.sourcewell-mn.gov

Only proposals submitted through the Sourcewell Procurement Portal will be considered.

Proposals are due no later than **December 3, 2024, at 4:30 p.m. Central Time,** and late proposals will not be considered.

NOTICES — **PUBLIC NOTICE**

2025 - 2026 VEGETATION MANAGEMENT

Oklahoma Electric Cooperative (OEC) in Norman, Okla., is a distribution electric utility serving members in central Oklahoma. OEC is requesting proposals from qualified vegetation management contractors for line clearance for the years 2025-2026. Vegetation management contractor would be responsible for line clearance. RFPs are due no later than 12 p.m. CST on Oct. 31, 2024. Please contact Clifford Chastain, Manager of Vegetation at (405) 664-0691 or cliffordc@okcoop.org for specific requirements and bid forms.

All RFP submissions should be sent to Sarah Marshment at sarah.marshment@okcoop.org.

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EMPLOYMENT — **CAREERS**

Envision Physicians Services is recruiting for Interventional Radiologists
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Open & competitive opportunity

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Request for Proposal

Plastic Refuse and Recycling Containers with Related Technology Solutions

APC Reference # AB-2024-08904

Internal Reference # 120324

Time Until Closing
49 days **5** hrs **58** min

Category
Goods

Contracting Organization
Rural Municipalities of Alberta (RMA)

Bookmark

Express Interest

Open | Evaluation | Selection | Awarded

Posting Date & Time

Tue • Oct 15, 2024 • 9:22 am (MT)

Closing Date & Time
Tue • Dec 3, 2024 • 3:30:00 pm (MT)

General Info | Contact Info | Submission Info | Document Downloads | Interested Suppliers

When the information in this online posting varies from the downloadable documents (see below), the information in the documents always supersedes the information shown below.

General Info

Contracting Organization
Rural Municipalities of Alberta (RMA)

Organization Address
2510 Sparrow Drive
Nisku, Alberta
T9E 8N5
Canada

Posting Type
Open & competitive opportunity

Solicitation Type
Request for Proposal

Region(s) of Delivery
Alberta

Trade Agreement(s)
NWPTA • CFTA • TCA • CETA

Description/Summary

Canoe Procurement Group of Canada, is posting the solicitation on behalf of CivicInfo BC, RMA, SARM, AMM, LAS, UMNB, NSFM, FPEIM, MNL, NWTAC, NAM, AYC and its current and potential Members and represented Associations and their Members, which includes all MASH/MUSH sectors, Provincial Governments, Federal Agencies, Crown Corporations, local Governmental and other not-for-profit organizations located in all provinces and territories in Canada including but not limited to British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Nova Scotia, New Brunswick, Prince Edward Island, Newfoundland and Labrador, Northwest Territories, Yukon Territories and Nunavut. Request for Proposal ("RFP") to result in regional and/or national contract solutions under the rules and regulations of Canadian trade agreements (including Canadian Free Trade Agreement (CFTA) Chapter 5, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement (CETA) Chapter 19, New West Partnership Trade Agreement (NWPTA), Atlantic Trade and Procurement Partnership (ATPP) as applicable).

Canoe/Sourcewell is requesting proposals for Plastic Refuse and Recycling Containers with Related Technology Solutions to result in a national contracting solution for use by its members.

Members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than December 3, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.

1) Sourcewell and Canoe are seeking proposals for Plastic Refuse and Recycling Containers with Related Technology Solutions, including but not limited to:

a. Residential, commercial, and institutional-sized refuse and recycling containers, collection bins, dumpsters, and carts of principally non-metallic composition;
b. Lift and tipping solutions for stationary carts and dumpsters;
c. Maintenance, repair, and similar services of containers; and,
d. Technology solutions related to the management of, planning for, and/or processes related to collection of refuse and recycling materials solutions described in subsections 1.a.-c., above.

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or services being proposed.

2) This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:

a. Bulk Solid Waste and Recycling Equipment (RFP #040621);
b. Recycling and Repurposing Equipment with Related Accessories, Supplies, Technology, and

Services (RFP #030923);
c. Refuse Collection Vehicles with Related Equipment, Accessories, and Services (RFP #110223);
d. Software Solutions and Related Services for Public Sector and Education Administration (RFP #060624); and,
e. Fleet Management Technologies with Related Software Solutions (RFP #102924).

4. The term of any resulting contract(s) awarded by Sourcewell under this solicitation will be four years. Sourcewell and supplier may agree to up to three additional one-year extensions based on the best interests of Sourcewell and its Participating Entities. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

5. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. Only complete proposals that are timely submitted through the Sourcewell Procurement Portal will be considered. Late proposals will not be considered. It is the Proposer's sole responsibility to ensure that the proposal is received on time.

6. Following submission of proposals, negotiations may be permitted.

7. List of current and Potential Members and represented Associations and their Members which includes all MASH/MUSH sectors, Provincial Governments, Federal Agencies, Crown Corporations, local Governmental and other not-for-profit organizations located in all provinces and territories in Canada including but not limited to British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Nova Scotia, New Brunswick, Prince Edward Island, Newfoundland and Labrador, Northwest Territories, Yukon Territories and Nunavut located here, https://canoeprocurement.ca/canoe-current-future-members/

Estimated Contract Start Date
Jan 15, 2025

Estimated Contract End Date
Dec 14, 2029

Estimated Contract Duration
4 Year(s) — 47 Week(s) — 5 Day(s)

*These estimated contract dates and duration are only estimates and subject to change.

UNSPSC Commodity Codes

The United Nations Standard Products and Services Code (UNSPSC) is an international classification system for products and services. You can use these codes to search for opportunities/notices that match the specific categories of products and/or services you supply. Previously used Goods and Services Identification Number (GSIN) codes are also listed, where available, as a convenience to Suppliers.

Code	GSIN Code	Description	Code Level
24110000	N8105	Containers and storage	Family
30111803	N5610	Recycled aggregate	Commodity
76120000	E108	Refuse disposal and treatment	Family
76121500	K104	Refuse collection and disposal	Class
76121501	K104	Garbage collection or destruction or processing or disposal	Commodity

Note: Access the full open dataset of codes used in APC at Open Government.

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Contact Info

If you have questions, please contact the Contact Person below **only by email**.

Contact Person
Tara Wolff
Manager of Procurement

Method of Contact
rfp@sourcewell-mn.gov

Address
2510 Sparrow Drive
Nisku, Alberta
Canada
T9E 8N5

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Submission Info

Submission Channel(s)

Follow the instructions...	Only Proposals submitted through the Sourcewell Procurement Portal will be considered. https://proportal.sourcewell-mn.gov Proposals are due no later than December 3, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.

Additional Submission Information

A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than , December 3, 2024, 4:30 pm Central Time, and late proposals will not be considered.

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. Only complete proposals that are timely submitted through the Sourcewell Procurement Portal will be considered. Late proposals will not be considered. It is the Proposer's sole responsibility to ensure that the proposal is received on time.

All proposals must be received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time noted in the Solicitation Schedule above. It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The closing time and date is determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.
To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this

solicitation opportunity.

All proposals must be acknowledged digitally by an authorized representative of the Proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

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Document Downloads

Please take note

When you download a document, you are automatically added to the Interested Suppliers List (below) and subscribed to email notifications for this opportunity. You can remove yourself from this list by selecting the "Update Interest" button at the top of this page and then unselecting the "I'm interested in this opportunity" checkbox in the Express Interest section.

Documents

Document Name
File Info

Procurement Package	
2024 10 15 RFP_120324_Plastic_Refuse_Recycling_Containers_Canoe PDF • 919.3 kb	Download

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Interested Suppliers

Prior to submitting a response to an opportunity, you should express interest before its Closing Date, so that your business name is published in the Interested Suppliers list below and you are subscribed to email notifications of updates to the opportunity.

Additionally, you may also choose to explicitly indicate interest in potential partnership inquiries from other Suppliers for this opportunity and publish your preferred contact information in the Interested Suppliers list.

Note that you will automatically be deemed as having expressed interest in an opportunity when you download any opportunity documents. You can update your interest in the opportunity and/or in partnerships at any time before the Closing Date, after which expressing and/or updating interest will NOT be available.

Interested Suppliers list

Interested in partnerships with other Suppliers

☐ Only display Suppliers interested in partnerships with other Suppliers.

TenThousand Holdings Ltd.

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Bid RFP #120324 - Plastic Refuse and Recycling Containers with Related Technology Solutions

[Switch to Vendor View]

Bid Type	**RFP**
Bid Number	**120324**
Title	**Plastic Refuse and Recycling Containers with Related Technology Solutions**
Start Date	**Oct 15, 2024 6:00:00 AM CDT**
End Date	**Dec 3, 2024 4:30:00 PM CST**
Agency	**Sourcewell**
Bid Contact	**Tara Wolff** (218) 541-5362 rfp@sourcewell-mn.gov 202 12th Street NE P.O. Box 219 Staples, MN 56479-0219

Access Reports

View reports on who has been notified of the bid or accessed it.
[Notification report]
[Access report]

Questions

0 Questions
0 Unanswered
[View/Ask Questions]

Edit Bid

[Create Addendum]

Description

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Plastic Refuse and Recycling Containers with Related Technology Solutions** to result in a procurement solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than **December 3, 2024, at 4:30 p.m. Central Time**, and late proposals will not be considered.

Pre-Bid Conference

Date	**Nov 7, 2024 10:00:00 AM CST**
Location	**ONLINE CONFERENCE**
Notes	**Login information will be emailed two (2) business days prior to the event to those registered in the Sourcewell Procurement Portal.**

Documents

No Documents for this bid

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Sourcewell

Français

Bids Homepage (/Module/Tenders/en/Home/BidsHomepage) Create Account (/Module/Tenders/en/Vendor/Create/42b90b89-9f67-483a-96e3-9b0490d01d40) Login (/Module/Tenders/en/Login/Index/42b90b89-9f67-483a-96e3-9b0490d01d40)

View Details

Click (https://www.bidsandtenders.ca)here (https://proportal.sourcewell-mn.gov/) to return to the Sourcewell Procurement Portal home page.

Bid Details

Bid Classification:	Goods
Bid Type:	RFP - General
Bid Number:	RFP 120324
Bid Name:	Plastic Refuse and Recycling Containers with Related Technology Solutions
Bid Status:	**Open**
Bid Closing Date:	Tue Dec 3, 2024 4:30:00 PM (CST)
Question Deadline:	Mon Nov 25, 2024 4:30:00 PM (CST)
Electronic Auctions:	Not Applicable
Language for Bid Submissions:	English unless specified in the bid document
Submission Type:	Online Submissions Only
Submission Address:	Online Submissions Only
Public Opening:	Yes
Public Opening Address:	See RFP and FAQ documents for details
Description:	Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Plastic Refuse and Recycling Containers with Related Technology Solutions** to result in a procurement solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov (https://proportal.sourcewell-mn.gov)]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than **December 3, 2024, at 4:30 p.m. Central Time,** and late proposals will not be considered.

Bid Document Access:	Bid Opportunity notices and awards and a free preview of the bid documents is available on this site free of charge without registration. Please note, some documents may be secured and you will be required to register for the bid to download and view the documents. There is no cost to obtain an unsecured version of the document and /or to participate in this solicitation.
Categories:	Show Categories [+]

Submit a Question | Register for this Bid | Download Bid Documents

Meeting Locations

The following are the meeting times and locations for the opportunity:

Meeting Location	Description	D
Online Pre-Proposal Conference	Login instructions will be posted to the "Documents" section and available to registered suppliers two business days prior to the web conference.	T N 1

Documents

File Name

RFP_120324_Plastic_Refuse_Recycling_Containers
Tuesday October 8, 2024 02:13 PM

RFP_120324_Plastic_Refuse_Recycling_Master_Agreement
Wednesday October 9, 2024 08:43 AM

Addenda

No Addenda Available ...

OPEN

Plastic Refuse and Recycling Containers with Related Technology Solutions

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Plastic Refuse and Recycling Containers with Related Technology Solutions to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada.

A full copy of the RFP can be found on the Sourcewell Procurement Portal, and only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than December 03, 2024 at 04:30 PM CT and late proposals will not be considered.

Important Dates

> Pre-Proposal Conference:
> **November 07, 2024 at 10:00 AM CT**
>
> Proposal Due:
> **December 03, 2024 at 04:30 PM CT**

To obtain a copy of the complete RFP, ask questions related to the RFP, or submit a proposal, please use the link below.

Sourcewell Procurement Portal

All Solutions →

Minnesota-Only Solutions →

Supplier Resources →

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Bidding

Publish

Bid Announcements

Doc. Taker's List

(/viewDocTakerInformation/551615/

Publish /Verify Contents

Solicitation Setting

✔ Invite Bidders	No
✔ Enable Collaboration with other Users	No
✔ Internal Approval	No
✔ Accept Online Responses	No
✔ Evaluate Response online	No

Solicitation Details

Mandatory Information

Solicitation Type	RFP	Solicitation Number	120324
Solicitation Name	Plastic Refuse and Recycling Containers with Related Technology Solutions	Procurement Type	Goods , Services
Country & Province/State	Canada / Ontario	Published By	Sourcewell
Accept Questions	Not Applicable		

Internal Information (For Internal Use Only)

Procurement Title/Project Name	120324 Plastic Refuse and Recycling Containers with Related Technology Solutions

Requirement

✔ Are suppliers required to agree to a Non-Disclosure Agreement(NDA)/Document Access Control to access the solicitation documents?	No
✔ Do you want suppliers to notify you of their Intent to Respond(ITR) to your solicitation?	No
✔ Schedule a Pre-Bid Meeting or Site Meeting	No

Advertisement

Basic Settings

Solicitation Type	Open to all suppliers	Estimated Contract Amount	

Publish
Bid Announcements
Doc. Taker's List
(/viewDocTakerInformation/551615/

Basic Settings

Publish Date	10/15/2024	Closing Date & Time	12/03/2024 16:30:00 CT
Publish Option		Value Range for this Solicitation	10,000,001 over

Selected Categories

Business Services/ Supplies ()

Recycling Goods and Waste Removal / Management Services	Recycling of goods, garbage bins, removal/haulage of hazardous waste. disposal services, shredding, waste management, bio solid, shredding services, leaf collection service etc

Solicitation Overview

Sourcewell
Formerly NJPA

Plastic Refuse and Recycling Containers with Related Technology Solutions

120324

Closing Date: 12/03/2024 04:30:00 PM CT

Detail:

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Plastic Refuse ar
Containers with Related Technology Solutions to result in a procurement solution for use by its Participating Entities. Source
Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, ar
public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Source
Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement
be considered. Proposals are due no later than December 3, 2024, at 4:30 p.m. Central Time, and late proposals will not be co

Bid Documents

Bid Document

No Data Found

Publish

Bid Announcements

Doc. Taker's List

(/viewDocTakerInformation/551615/

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[User Manuals / Support] (/contactUs)

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4
5

Preview

Print

Notice | Categories

Basic Information

Estimated Contract Value (CAD)
50,000,000.00 (Not shown to suppliers)

Reference Number
0000280226

Issuing Organization
Sourcewell

Solicitation Type
RFP - Request for Proposal (Formal)

Solicitation Number
120324

Title
Plastic Refuse and Recycling Containers with Related Technology Solutions

Source ID
PP.CO.USA.868485.C88455

Details

Location
Canada, All of Canada, All of Canada

Purchase Type
Duration: 4 years

Description
Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Plastic Refuse and Recycling Containers with Related Technology Solutions** to result in a procurement solution for use by its Participating Entities. Sourcewell Participating...
See more

Dates

Publication Date
2024/10/15 10:09:40 AM EDT

Question Acceptance Deadline
2024/11/25 05:30:00 PM EST

Questions are submitted online
No

Closing Date
2024/12/03 05:30:00 PM EST

Bid Intent
Not Available

Prebid Conference
2024/11/07 11:00:00 AM EST

Contact Information

Procurement Department

218-894-1930

rfp@sourcewell-mn.gov

Prebid Conference

Recommended

Event date
2024/11/07 11:00:00 AM EST

Location
Online Conference

Event Note
Login information will be emailed two (2) business days prior to the event to those registered in the Sourcewell Procurement Portal.

Bid Submission Process

Bid Submission Type
Electronic Bid Submission

Pricing
In attached document

Bid Documents List

Item Name	Description	Mandatory	Limited to 1 file
Bid Documents	Documents defining the proposal	Yes	No

Additional Bidding Instructions
Documents Defining the Proposal.

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The Salt Lake Tribune

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CUSTOMER NAME AND ADDRESS

SOURCEWELL
CAROL JACKSON
PO BOX 219
Staples, MN 56479
Carol.Jackson@sourcewell-mn.gov

ACCOUNT NUMBER

21495

ACCOUNT NAME

SOURCEWELL

TELEPHONE

218-894-5481

ORDER #

SLT0029806

CUSTOMER REFERENCE NUMBER

CAPTION

REQUEST FOR PROPOSALS Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Plastic Refuse and Recycling Containers with Related Technology Solutions to result in a procurement solution for use by its Participating Entities.

TOTAL COST

$51.80

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Plastic Refuse and Recycling Containers with Related Technology Solutions** to result in a procurement solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than **December 3, 2024, at 4:30 p.m. Central Time**, and late proposals will not be considered.
SLT0029806

AFFIDAVIT OF PUBLICATION

AS THE SALT LAKE TRIBUNE, INC. LEGAL BOOKER, I CERTIFY THAT THE ATTACHED ADVERTISEMENT OF REQUEST FOR PROPOSALS Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Plastic Refuse and Recycling Containers with Related Technology Solutions to result in a procurement solution for use by its Participating Entities. FOR SOURCEWELL WAS PUBLISHED BY THE SALT LAKE TRIBUNE, INC., WEEKLY NEWSPAPER PRINTED IN THE ENGLISH LANGUAGE WITH GENERAL CIRCULATION IN UTAH, AND PUBLISHED IN SALT LAKE CITY, SALT LAKE COUNTY IN THE STATE OF UTAH. NOTICE IS ALSO POSTED ON UTAHLEGALS.COM ON THE SAME DAY AS THE FIRST NEWSPAPER PUBLICATION DATE AND REMAINS ON UTAHLEGALS.COM INDEFINITELY. COMPLIES WITH UTAH DIGITAL SIGNATURE ACT UTAH CODE 46-2-101; 46-3-104.

PUBLISHED ON 10/15/2024, 10/16/2024

DATE 10/18/2024 SIGNATURE

STATE OF UTAH
COUNTY OF SALT LAKE

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 19th DAY OF OCTOBER IN THE YEAR 2024

BY Doug Ryle

LAREE WHITMER
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 715683
COMM. EXP. 12-09-2024

NOTARY PUBLIC SIGNATURE

PO BOX 271693
SALT LAKE CITY UTAH 84127
FED. TAX I.D.# 87-0128317
801-204-6910

DeseretNews

PROOF OF PUBLICATION

CUSTOMER'S COPY

CUSTOMER NAME AND ADDRESS

SOURCEWELL
Mari Vielma
PO Box 219
Staples, MN 56479-0219

ACCOUNT NUMBER

70216

ACCOUNT NAME

SOURCEWELL

TELEPHONE

218-894-5483

ORDER #

DN0026080

CUSTOMER REFERENCE NUMBER

RFP (120324 Plastic Refuse)

CAPTION

REQUEST FOR PROPOSALS Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Plastic Refuse and Recycling Containers with Related Technology Solutions to result in a procurement solution for use by its Participating Entities.

TOTAL COST

$40.56

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Plastic Refuse and Recycling Containers with Related Technology Solutions** to result in a procurement solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than December 3, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.
DN0026080

AFFIDAVIT OF PUBLICATION

AS THE DESERET NEWS, INC. LEGAL BOOKER, I CERTIFY THAT THE ATTACHED ADVERTISEMENT OF **LEGAL NOTICE FOR SOURCEWELL** WAS PUBLISHED BY DESERET NEWS, INC., WEEKLY NEWSPAPER PRINTED IN THE ENGLISH LANGUAGE WITH GENERAL CIRCULATION IN UTAH, AND PUBLISHED IN SALT LAKE CITY, SALT LAKE COUNTY IN THE STATE OF UTAH. NOTICE IS ALSO POSTED ON UTAHLEGALS.COM ON THE SAME DAY AS THE FIRST NEWSPAPER PUBLICATION DATE AND REMAINS ON UTAHLEGALS.COM INDEFINITELY. COMPLIES WITH UTAH DIGITAL SIGNATURE ACT UTAH CODE 46-2-101; 46-3-104.

PUBLISHED ON 10/16/2024

DATE 10/24/2024

SIGNATURE Karyn Vigil

STATE OF UTAH
COUNTY OF Salt Lake

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 24th DAY OF OCTOBER IN THE YEAR 2024

BY KARYN VIGIL

LENEA TAPUSOA
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 737955
COMM. EXP. 07-01-2028

L Tapusoa
NOTARY PUBLIC SIGNATURE

Rehrig Pacific Company 120324-REH

Pricing for contract #120324-REH offers Sourcewell participating agencies the following discounts:

- Pricing is by line-item and represents ceiling pricing.
- Rehrig's pricing is volume-tiered based on ceiling pricing that leaves the opportunity to receive more competitive pricing on larger strategic opportunities

DIVISION OF CORPORATIONS



Detail by Entity Name

Foreign Profit Corporation
REHRIG PACIFIC COMPANY

Filing Information

Document Number	F05000003109
FEI/EIN Number	95-4608797
Date Filed	05/25/2005
State	DE
Status	ACTIVE

Principal Address

7452 PRESIDENTS DR.
ORLANDO, FL 32809-5608

Changed: 01/17/2006

Mailing Address

900 Corporate Center Dr. Suite 600
Monterey Park, CA 91754

Changed: 09/16/2024

Registered Agent Name & Address

COGENCY GLOBAL INC.
115 North Calhoun St.
Suite 4
Tallahassee, FL 32301

Name Changed: 11/21/2012

Address Changed: 07/07/2015

Officer/Director Detail

Name & Address

Title CEO

Rehrig, William
900 CORPORATE CENTER DR
600
Monterey Park, CA 91754

Title O

CYNTHIA, STROPLE
900 CORPORATE CENTER DR
600
Monterey Park, CA 91754

Title CFO

Pearson, Karl
900 CORPORATE CENTER DR
600
Monterey Park, CA 91754

Annual Reports

Report Year	Filed Date
2024	04/01/2024
2025	02/24/2025
2026	02/19/2026

02/19/2026 -- ANNUAL REPORT	View image in PDF format
02/24/2025 -- ANNUAL REPORT	View image in PDF format
04/01/2024 -- ANNUAL REPORT	View image in PDF format
03/14/2023 -- ANNUAL REPORT	View image in PDF format
01/25/2022 -- ANNUAL REPORT	View image in PDF format
02/22/2021 -- ANNUAL REPORT	View image in PDF format
03/24/2020 -- ANNUAL REPORT	View image in PDF format
07/22/2019 -- AMENDED ANNUAL REPORT	View image in PDF format
06/14/2019 -- AMENDED ANNUAL REPORT	View image in PDF format
04/17/2019 -- ANNUAL REPORT	View image in PDF format
04/26/2018 -- ANNUAL REPORT	View image in PDF format
03/14/2017 -- ANNUAL REPORT	View image in PDF format
04/21/2016 -- ANNUAL REPORT	View image in PDF format
02/02/2015 -- ANNUAL REPORT	View image in PDF format
04/23/2014 -- ANNUAL REPORT	View image in PDF format
04/17/2013 -- ANNUAL REPORT	View image in PDF format
11/21/2012 -- Reg. Agent Change	View image in PDF format
04/18/2012 -- ANNUAL REPORT	View image in PDF format
04/14/2011 -- ANNUAL REPORT	View image in PDF format
01/05/2010 -- ANNUAL REPORT	View image in PDF format
03/24/2009 -- ANNUAL REPORT	View image in PDF format
04/29/2008 -- ANNUAL REPORT	View image in PDF format
04/26/2007 -- ANNUAL REPORT	View image in PDF format
01/17/2006 -- ANNUAL REPORT	View image in PDF format
05/25/2005 -- Foreign Profit	View image in PDF format

Rehrig Pacific Company

Sourcewell
Unit Pricing Schedule
Contract # 120324-REH
Pricing
2026 Q3

Price Notes:
All pricing is FOB: Destination - Rehrig will bill Unit Price + actual freight for all orders.
Lead Time for all orders is 31-60 Days after receipt of order.
All products can be manufactured with up to 30% Recycled Polyethylene.
Canadian Pricing: Pricing for all Canadian Sourcewell members will be based on the current exchange rate at the time of manufacturing and delivery. Rehrig Pacific Account Specialists will provide quotations that will include the current exchange rate.

NOTE: Pricing includes a comprehensive menu of containers, technology and services for Sourcewell members to customize their specific container needs. As such, each project must be priced individually. Please contact your Rehrig Pacific sales representative directly to review the options and pricing so that all of your needs and questions are met. For additional information, please contact Rehrig Pacific Company's Account Manager Jack Weber at JWeber@Rehrig.com.

Product Category	Product Family	Part Number	Part Weight	Units per Truckload	Details	Price (per Unit) Truckload QTY
RECYCLE BINS	14G RECYCLE BIN	RB-14 (RB_N)	3.80	6,000		$13.48
RECYCLE BINS	18G RECYCLE BIN	RB-18 (RB-NL)	4.21	4,800		$13.69
RECYCLE BINS	25G ROUND BIN	Round Can-25	8.30	1,456		$26.82
RECYCLE BINS	32G ROUND BIN	Round Can-32	9.35	1,456		$27.86
RECYCLE BINS	2G RECYCLE BIN	FWC-2G	1.73	14,000		$6.90
RECYCLE BINS	4G RECYCLE BIN	ORB-4G	1.40	14,000		$7.73
RECYCLE BINS	6G RECYLE BIN	ARB-6G	2.00	10,920		$8.24
RECYCLE BINS	7G RECYLE BIN	7G RB	3.00	1,872		$16.56
ROLLOUT CARTS	35G EG ROC + LID	ROC-35EG	15.25	1,150		$49.43
ROLLOUT CARTS	35G MB ROC + LID	ROC-35MB	15.25	1,080		$49.43
ROLLOUT CARTS	65G EG ROC + LID	ROC-65EG	25.00	936		$62.85
ROLLOUT CARTS	65G NB ROC + LID	ROC-65NB	25.90	648		$63.32
ROLLOUT CARTS	95G EG ROC + LID	ROC-95EG	30.40	702		$70.01
ROLLOUT CARTS	65L ROC + LID	ROC-65L	16.40	875		$55.53
ROLLOUT CARTS	80L ROC + LID	ROC-80L	17.90	875		$56.31
ROLLOUT CARTS	100L ROC + LID	ROC-100L	15.94	1,150		$40.83
ROLLOUT CARTS	35G BEAR ROC	ROC-35 Bear	20.82	474		$210.83
ROLLOUT CARTS	65G BEAR ROC	ROC-65 Bear	26.45	480		$263.75
ROLLOUT CARTS	95G BEAR ROC	ROC-95 Bear	25.25	315		$288.13
LITTER CONTAINERS	Public Litter Container (PLC)-60 Gallon	PLC-60	60.00	130		$406.20
LITTER CONTAINERS	Public Litter Container (PLC)-75 Gallon	PLC-75	74.00	128		$476.48
COMMERCIAL CONTAINERS	1 Yard Front Load Organics	CC-1YFL	260.00	24		$1,385.20
COMMERCIAL CONTAINERS	2 Yard Front Load	CC-2YFL	225.00	42		$1,167.00
COMMERCIAL CONTAINERS	3 Yard Front Load	CC-3YFL	245.00	36		$1,227.40
COMMERCIAL CONTAINERS	4 Yard Front Load	CC-4YFL	295.00	20		$1,478.40
Sourced Goods Option- Ancillary/Related Products	Sourced Goods Option-Ancillary/Related Products		N/A	N/A		Cost + 15%
SERVICES	A&D	246641	N/A	N/A	Service Details	Up To $10.00 per Cart
SERVICES	Route Audit	246633	N/A	N/A	Service Details	$3.00 per Home
SERVICES	Work Orders	246633	N/A	N/A	Service Details	$2,000 per Crew per Day
SERVICES	Container Reclaimation	292656	N/A	N/A	Service Details	$9.00 per Cart per Attempt
SERVICES	Residential UHF RFID Retrofit	246633	N/A	N/A	Service Details	$7.25 per Cart per Attempt
SERVICES	Commercial UHF RFID Retrofit	246633	N/A	N/A	Service Details	$30.00 per Container per Attempt
SERVICES	Container Maintenance	250544	N/A	N/A	Service Details	$35,000 per Month (Up to 100 Work Orders per Day) with driving distance up to 125 miles per Day (per Truck)
SERVICES	Website Setup	403441	N/A	N/A	Service Details	$4,500.00
SERVICES	Website Hosting	404460	N/A	N/A	Service Details	$600 per Month
SERVICES	Website Sign-ups	404486	N/A	N/A	Service Details	$1.00 per Website Submission
TECHNOLOGY	Vision SAAS—WOI Desktop User	303087	N/A	N/A	Technology Details	$250.00
TECHNOLOGY	Vision SAAS—WOI Mobile User	303095	N/A	N/A	Technology Details	$275.00
TECHNOLOGY	Implementation Services	246684	N/A	N/A	Technology Details	$2,000/day
TECHNOLOGY	Vision Database Setup	287283	N/A	N/A	Technology Details	$2,500.00
TECHNOLOGY	Vision SAAS—SV Truck	302279	N/A	N/A	Technology Details	$150.00
TECHNOLOGY	Vision RFID Reader	246570	N/A	N/A	Technology Details	$9,900.00
TECHNOLOGY	Observation Panel Kit	434108	N/A	N/A	Technology Details	$1,500.00
TECHNOLOGY	Vision SAAS—SV Desktop User	303079	N/A	N/A	Technology Details	$250.00
TECHNOLOGY	Analytics Solution Add On	509000	N/A	N/A	Technology Details	$50.00
TECHNOLOGY	Vision SAAS— ICT Desktop User	303204	N/A	N/A	Technology Details	$250.00
TECHNOLOGY	Vision SAAS— ICT Mobile User	303191	N/A	N/A	Technology Details	$275.00
TECHNOLOGY	Vision SAAS-CR Desktop	531039	N/A	N/A	Technology Details	$1,200.00
TECHNOLOGY	Vision SAAS- CR Mobile	531047	N/A	N/A	Technology Details	$275.00
TECHNOLOGY	Collection Route Optimization	531522	N/A	N/A	Technology Details	n/a
TECHNOLOGY	Vision SAAS VV Desktop	531063	N/A	N/A	Technology Details	$200.00
TECHNOLOGY	Vision SAAS- VV Truck	531071	N/A	N/A	Technology Details	$200.00
TECHNOLOGY	Camera VV Kit	531021	N/A	N/A	Technology Details	$2,000.00
TECHNOLOGY	Printed Barcode Label	246431	N/A	N/A	Technology Details	$5.00
TECHNOLOGY	Printed Barcode/RFID Label	246406	N/A	N/A	Technology Details	$5.00
TECHNOLOGY	Commercial Container RFID Tags	246406	N/A	N/A	Technology Details	$25.00
TECHNOLOGY	Antenna/Annunciator	346502	N/A	N/A	Technology Details	$600.00
TECHNOLOGY	50' Power Cable	302501	N/A	N/A	Technology Details	$187.00
TECHNOLOGY	75' Power Cable	302519	N/A	N/A	Technology Details	$290.00
TECHNOLOGY	100' Power Cable	302527	N/A	N/A	Technology Details	$320.00
TECHNOLOGY	50' Observation Cable	246481	N/A	N/A	Technology Details	$320.00
TECHNOLOGY	80' Observation Cable	246490	N/A	N/A	Technology Details	$545.00
TECHNOLOGY	Mounting Bracket	303360	N/A	N/A	Technology Details	$320.00
TECHNOLOGY	Service Request Website	509026	N/A	N/A	Technology Details	n/a
TECHNOLOGY	Website Maintenance	509018	N/A	N/A	Technology Details	n/a
TECHNOLOGY	Communication Service	508998	N/A	N/A	Technology Details	n/a
TECHNOLOGY	Communication Service SMS	508947	N/A	N/A	Technology Details	$0.04
TECHNOLOGY	Communication Phone Calls	508955	N/A	N/A	Technology Details	$0.04
TECHNOLOGY	Communication Email	508963	N/A	N/A	Technology Details	$0.04
TECHNOLOGY	100K Communication Email	511142	N/A	N/A	Technology Details	$400.00
TECHNOLOGY	Look up	516980	N/A	N/A	Technology Details	$0.04
TECHNOLOGY	Answering Machine Detection	516998	N/A	N/A	Technology Details	$0.04
TECHNOLOGY	Software Development	246625	N/A	N/A	Technology Details	$300.00
TECHNOLOGY	Data Handling	395284	N/A	N/A	Technology Details	$150.00
TECHNOLOGY BUNDLE	VISION 3 USER TEAMS TRAINING	589935	N/A	N/A	Technology Details	$1,020.00
TECHNOLOGY BUNDLE	VISION 3 USER ONSITE TRAINING	589943	N/A	N/A	Technology Details	$1,295.00
TECHNOLOGY BUNDLE	VISION 5 USER TEAMS TRAINING	589951	N/A	N/A	Technology Details	$1,520.00
TECHNOLOGY BUNDLE	VISION 5 USER ONSITE TRAINING	589960	N/A	N/A	Technology Details	$1,795.00
TECHNOLOGY BUNDLE	VISION 10 USER TEAMS TRAINING	589978	N/A	N/A	Technology Details	$2,770.00
TECHNOLOGY BUNDLE	VISION 10 USER ONSITE TRAINING	589986	N/A	N/A	Technology Details	$3,045.00
TECHNOLOGY BUNDLE	VISION 15 USER TEAMS TRAINING	589994	N/A	N/A	Technology Details	$4,020.00
TECHNOLOGY BUNDLE	VISION 15 USER ONSITE TRAINING	590004	N/A	N/A	Technology Details	$4,295.00
TECHNOLOGY BUNDLE	VISION 20 USER TEAMS TRAINING	590012	N/A	N/A	Technology Details	$5,270.00
TECHNOLOGY BUNDLE	VISION 20 USER ONSITE TRAINING	590021	N/A	N/A	Technology Details	$5,545.00
TECHNOLOGY BUNDLE	VISION TRUCK SERVICE	590101	N/A	N/A	Technology Details	$250.00
TECHNOLOGY BUNDLE	VISION RFID READER	590266	N/A	N/A	Technology Details	$10,650.00
TECHNOLOGY BUNDLE	VISION RFID READER OBS	590274	N/A	N/A	Technology Details	$11,400.00
TECHNOLOGY BUNDLE	VISION RFID READER OBS 1CAM	590282	N/A	N/A	Technology Details	$13,650.00
TECHNOLOGY BUNDLE	VISION RFID READER OBS 2CAM	590291	N/A	N/A	Technology Details	$14,150.00
TECHNOLOGY BUNDLE	VISION RFID READER RL	590303	N/A	N/A	Technology Details	$10,970.00
TECHNOLOGY BUNDLE	VISION RFID READER RL OBS	590311	N/A	N/A	Technology Details	$12,470.00
TECHNOLOGY BUNDLE	VISION RFID READER RL OBS 1CAM	590320	N/A	N/A	Technology Details	$13,970.00
TECHNOLOGY BUNDLE	VISION RFID READER RL OBS 2CAM	590338	N/A	N/A	Technology Details	$14,470.00

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/27/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
SullivanCurtisMonroe Insurance Services (Pasadena)
2010 Main Street
Suite 700
Irvine, CA 92614
www.SullivanCurtisMonroe.com License # 0E83670

CONTACT NAME: Pasadena Office
PHONE (A/C, No, Ext): 949-250-7172 **FAX (A/C, No):** 949-852-9762
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Fire Insurance Company	19682
INSURER B : Federal Insurance Company	20281
INSURER C : Property and Casualty Ins Co of Hartford	34690
INSURER D : Twin City Fire Insurance Company	29459
INSURER E : AGCS Marine Insurance Company	22837
INSURER F : Hiscox Insurance Company Inc.	10200

INSURED
Rehrig Pacific Company, Inc.
900 Corporate Center Dr., Ste 600
Monterey Park CA 91754

COVERAGES **CERTIFICATE NUMBER:** 89929365 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ✓ OCCUR ✓ General Aggr Cap Limit $8M GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ✓ LOC ✓ OTHER: $200,000 Ded per Occ.	✓		72CSES44004 Combined Aggregate Ded $7,000,000 shared with GLI, Auto & WC.	3/31/2026	3/31/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Max Annual Aggregate	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $ 8,000,000
A	**AUTOMOBILE LIABILITY** ✓ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ✓ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY $2000 Medium Truck $3000 Heavy Truck/Tractor $3000 Extra Heavy Truck $1000 All Other/Trailers	✓		72CSES44002 Comp.& Coll. Deductibles:	3/31/2026	3/31/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Auto Liab (BI/PD) Ded:	$ 2,000,000 $ $ $ $ 250,000
B	✓ **UMBRELLA LIAB** ✓ OCCUR **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			78198810	3/31/2026	3/31/2027	EACH OCCURRENCE AGGREGATE	$ 25,000,000 $ 25,000,000 $
C D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	✓	72WNS44000 Ded Plan $250,000 72WBRS44001 (WI, MA only) Retro Plan $250,000	3/31/2026 3/31/2026	3/31/2027 3/31/2027	✓ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E F	Motor Truck Cargo Technology Professional Liability Claims Made & Reported Retro Date: 09/27/2016			SML93092203 MPL197376026	3/31/2026 3/31/2026	3/31/2027 3/31/2027	$100,000 / $5,000 Ded $3,000,000 Each Claim / $3,000,000 Agg. $5,000 Retention	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Rehrig Pacific Company is a vendor to the City of Boynton Beach, FL.
The City of Boynton Beach, a political subdivision of the State of Florida, its commissioners, officers, employees, and agents, its officials and volunteers are named as additional insured per attached form. Coverage is primary and non-contributory per attached form.
Waiver of subrogation applies per attached form. Per Project aggregate applies to General Liability. General Liability includes Contractual Liability.
30 day notice of cancellation applies per attached form.

CERTIFICATE HOLDER

The City of Boynton Beach
Attn: Div of Risk Management
100 East Ocean Avenue
Boynton Beach FL 33435

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Kathy Roberge
Kathy Roberge

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

Paragraph .1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add the following:

d. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

(1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

(2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

(a) That is a partnership or joint venture,

(b) That is an "insured" under any other policy,

(c) That has exhausted its Limit of Insurance under any other policy, or

(d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

e. Employees as Insureds

(1). Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

f. Lessors as Insureds

(1). The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

(a) The agreement requires you to provide direct primary insurance for the lessor and

(b) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

g. Additional Insured if Required by Contract

(1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

(a) During the policy period, and

(b) Subsequent to the execution of such written contract, and

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(c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

(a) The limits of insurance specified in the written contract or written agreement; or

(b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM , SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

2. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in A.1.g. - Additional Insured If Required by Contract, the following provisions apply:

(1) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(2} Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(1)** and **(2)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in SECTION IV- Business Auto Conditions, B. General Conditions, Other Insurance 5.d.

3. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The SECTION IV- Business Auto Conditions, B. General Conditions, 5. OTHER INSURANCE Condition is amended by adding the following:

e. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

4. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

(1) $100,000;

(2) The actual cash value of the damaged or stolen property at the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of $1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of $50 per day and a maximum limit of $1,000.

7. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

8. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

9. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto";

(2) Removable from a housing unit which is permanently installed in or upon the covered "auto";

(3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

(4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C.2. is amended to add the following:

$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or $250, whichever deductible is less.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

11. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

12. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

13. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

15. HIRED AUTO - COVERAGE TERRITORY

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B. GENERAL CONDITIONS, 7. - POLICY PERIOD, COVERAGE TERRITORY - is added to include the following:

(6) For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

16. WAIVER OF SUBROGATION

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

17. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

18. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

19. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of $2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,

b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is $10,000.

For the purposes of the coverage provision,

a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

20. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to $1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is $5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(1)(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services:

(a) Subparagraphs **(1)(a)**, **(1)(b)** and **(1)(c)** above do not apply to any "employee" or "volunteer worker" providing first aid services; and

(b) Subparagraph **(1)(d)** above does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

e. Unnamed Subsidiary

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which such insured is also a named insured under another policy or would be a named insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Sub-paragraphs (**d)** or (**f**); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person(s) or organization(s) from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

(2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessors Of Land Or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to lease that land; or

2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In connection with your premises; or

(2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities**.**

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

e. Permits Issued By State Or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

Any other person or organization who is not an additional insured under Paragraphs **a.** through **e**. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations;

(2) In connection with your premises owned by or rented to you; or

(3) In connection with "your work" and included within the "products-completed operations hazard", but only if

(a) The written contract or agreement requires you to provide such coverage to such additional insured; and

(b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However:

(1) The insurance afforded to such additional insured only applies to the extent permitted by law; and

(2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

The limits of insurance that apply to additional insureds is described in Section **III** - Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section **IV** - Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage **C;**

b. Damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. Damages under Coverage **B.**

3. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Personal And Advertising Injury Limit

Subject to **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Each Occurrence Limit

Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under Coverage **A;** and

b. Medical expenses under Coverage **C**

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Damage To Premises Rented To You Limit

Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

(3) Any manager, if you or the additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or the additional insured is a corporation;

(5) Any trustee, if you or the additional insured is a trust; or

(6) Any elected or appointed official, if you or the additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section **I** - Coverage A - Bodily Injury And Property Damage Liability;

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **j.** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability;

(6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided to the certificate holder(s) with mailing addresses on file with the agent of record. Such notice will be provided within 30 days of the Company's receipt of certificate holder(s) information from the agent of record.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number: 72WNS44000
Effective Date: 03/31/2026
Named Insured and Address:

Rehrig Pacific Company, Inc.
900 Corporate Center Dr., Ste 600
Monterey Park CA 91754

Endorsement Number:
Effective hour is the same as stated on the Information Page of the policy.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

ANY PERSON OR ORGANIZATION FROM WHOM YOU ARE REQUIRED BY CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US.

Countersigned by _____
Authorized Representative

Form WC 00 03 13 Printed in U.S.A.
Process Date:

Policy Expiration Date:



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

Policy Number: 72WNS44000
Effective Date: 3/31/2026
Named Insured and Address: Rehrig Pacific Company, Inc.
900 Corporate Center Dr., Ste 600
Monterey Park CA 91754

Endorsement Number:
Effective hour is the same as stated on the Information Page of the policy.

If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided to the certificate holder(s) with mailing addresses on file with the agent of record. Such notice will be provided within 30 days of the Company's receipt of certificate holder(s) information from the agent of record.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

Form WC 99 03 98 Printed in U.S.A.
Process Date: 3/27/2026

Policy Expiration Date: 3/31/2027

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RESOLUTION NO. R20-113

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVE PIGGY-BACKING THE MIAMI-DADE COUNTY, DEPARTMENT OF SOLID WASTE MANAGEMENT AND REHRIG PACIFIC COMPANY AGREEMENT WITH OMNIA, A PURCHASING ALLIANCE FOR PARTICIPATING PUBLIC AGENCIES FOR THE PURCHASE OF INJECTION MOLDED MOBILE REFUSE CONTAINERS FOR AN ESTIMATED ANNUAL AMOUNT OF $192,000 AND AUTHORIZE THE CITY MANAGER TO SIGN A PIGGY-BACK AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Miami-Dade County issued RFP00254 for the procurement of "Waste Carts, Recycling Carts, Cart Parts, Bins and Related Products and Services" and awarded the contract to Rehrig Pacific for a five year term with the option to renew for an additional five years; and

WHEREAS, Piggy-Backing the Miami-Dade County, Department of Solid Waste Management and Rehrig Pacific Company Agreement with OMNIA, will enable the Public Works Department to meet the immediate and ongoing demand for Injection Molded Mobile Refuse Containers; and

WHEREAS, the City Commission of the City of Boynton Beach, upon the recommendation of staff, deems it in the best interest of the citizens and residents of the City of Boynton Beach to approve piggy-backing the Miami-Dade County, Department of Solid Waste Management and Rehrig Pacific Company Agreement with OMNIA, a Purchasing Alliance for Participating Public Agencies for the purchase of Injection Molded Mobile Refuse Containers for an estimated annual amount of $192,000 and authorize the City Manager to sign a piggy-back Agreement.

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

THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

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

Section 2. The City Commission of the City of Boynton Beach hereby approves piggy-backing the Miami-Dade County, Department of Solid Waste Management and Rehrig Pacific Company Agreement with OMNIA, a Purchasing Alliance for Participating Public Agencies for the purchase of Injection Molded Mobile Refuse Containers for an estimated annual amount of $192,000 and authorize the City Manager to sign a piggy-back Agreement. A copy of which Agreement is attached hereto and incorporated herein as Exhibit "A".

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

PASSED AND ADOPTED this 6th day of October, 2020.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	✓	
Vice Mayor – Ty Penserga	✓	
Commissioner – Justin Katz	✓	
Commissioner – Woodrow L. Hay	✓	
Commissioner – Christina L. Romelus	✓	
VOTE	5-0	

ATTEST:

Crystal A. Gibson

Crystal Gibson, MMC
City Clerk

(Corporate Seal)

CITY OF BOYNTON BEACH INCORPORATED 1920 FLORIDA

S:\CA\RESO\Agreements\Piggy-Back - With Rehrig For Refuse Containers - Reso.Docx

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 11/ 5/2026

Proposed Resolution No. R26-205- Approving the Axon Enterprise, Inc. Amendment No. 6, in the amount of $84,456.00, as Sole-Source for Axon Evidence.com Unlimited Body-Worn Camera Transcription Services for 138 Axon Auto-Transcribe Unlimited licenses for a 24-month term beginning February 1, 2027, and ending February 1, 2029, and authorizing the use of awarded grant funds for this purpose.

Requested Action: Staff recommends approval of the proposed Resolution No. R26-205.

Explanation of Request: On June 7, 2021, the City entered into the TASER 7 Agreement with Axon Enterprise, Inc. for the Police Department's less-lethal program. On November 14, 2022, the City Commission approved Resolution R22-168, authorizing the Master Services and Purchasing Agreement and Addendum with Axon as a sole source purchase in the amount of $2,975,499.49 over a 60-month term, expanding the body-worn camera program to 125 cameras, outfitting 100 marked patrol vehicles with in-car cameras, replacing all Tasers, and establishing Evidence.com as the Police Department's digital evidence system of record. The Agreement superseded all prior agreements with Axon.

The Agreement has since been amended five times, each by Commission approval:

- **First Amendment** — Resolution R23-189 (December 19, 2023): Axon Virtual Reality Training System, $156,207.48 over a five-year term.
- **Second Amendment** — Resolution R24-176 (August 6, 2024): additional in-car video camera systems, body-worn cameras, and Tasers for thirteen new officers, not to exceed $436,180.19 over a 49-month term.
- **Third Amendment** — Resolution R25-133 (May 20, 2025): additional in-car camera systems, maintenance of the body-worn camera allocation, and transition from TASER 7 to the TASER 10 platform, $8,756,637.51 over a 120-month term.
- **Fourth Amendment** — Resolution R25-174 (July 15, 2025): replacement of two previously acquired drones with updated models, valued at $70,854.30, provided at no additional cost to the City through an Axon credit.
- **Fifth Amendment** — Resolution R26-104 (June 16, 2026): updated hardware, software, services, and long-term support for Axon Air, Outpost, and related technology systems, $2,242,345.31.

The proposed Sixth Amendment (Quote Q-645735-46300BR) adds 138 Axon Auto-Transcribe Unlimited licenses within Evidence.com at $25.50 per user per month for a 24-month term (December 1, 2026 – November 30, 2028), in the amount of $84,456.00, funded by the Florida Department of Law Enforcement Local Law Enforcement Immigration Grant Program

accepted by Resolution R26-082 (state grant funds; the grant's stated uses expressly include Axon automated transcription services). With the Sixth Amendment, the total Commission-authorized value of the Axon program is $14,651,325.98.

The Police Department requests approval to purchase Axon Auto-Transcribe Unlimited services for its body-worn camera program. The service will provide unlimited automated transcription for 138 officers using Axon body-worn cameras within Evidence.com. In addition to producing searchable transcripts, the service allows authorized users to search for keywords within an individual recording and across the agency's Evidence.com environment. This capability will improve the accessibility and usability of body-worn camera evidence and support investigative, records, supervisory, and case-review activities.

The City was awarded grant funding for this purpose. The quote is structured as a single upfront payment. The proposed purchase expands the services available under the City's existing Axon/Evidence.com relationship and is anticipated to be processed through the applicable contract amendment.

How will this affect city programs or services? Approval will enhance the Police Department's body-worn camera and digital-evidence program by making recorded content more readily searchable and reviewable. Automated transcription is expected to reduce the time personnel spend manually reviewing audio and preparing or locating written content, improve the speed of evidence review and response to records or case-related requests, and strengthen the Department's ability to use body-worn camera information for investigations, supervision, and operational analysis. The service also establishes the transcription capability required for potential future use of Axon's Draft One report-writing tool; no purchase of Draft One is included in this request.

Budgeted Item: Yes

Account Line Item and Description: Account Number: 105-3961-521.46-91 (Grant funded)

Procurement Methodology Bids and Purchases Only: Procurement Services completed an independent sole-source determination (Sole Source Determination Memo SS-20261026-172, attached): the purchase qualifies as a sole source under the Purchasing Policy Manual Sec. IX(5) because the Auto-Transcribe service operates natively within Evidence.com — the City's digital evidence system of record under the Commission-approved sole source agreement with Axon since 2022 — and Axon is the only source able to provide services within that platform, preserving a single evidentiary system of record, chain-of-custody integrity, and in-platform keyword search across the agency's body-worn camera and in-car video evidence. The market was independently verified as part of the determination; no other vendor can provide this service within the City's evidence platform. Pricing was independently compared against another agency's rate, and Axon provided written justification (bundle versus standalone pricing); the quoted rate is Axon's standalone list price, which was determined to be fair and reasonable. Vendor standing was verified with evidence incorporated into the determination memo.

Platform-captive add-on under the City's long-standing Commission-approved sole source agreement; the market record provides context and renewal leverage without changing the one-source reality inside the installed system.

Fiscal Impact: The total fiscal impact payable upfront for the full 24-month term is $84,456.00. The expenditure will be funded by the awarded grant for this purpose. There is no recurring City obligation included beyond the term ending February 1, 2029, unless the City separately approves a renewal.

Attachments:
R26-205 Agenda_Item_4993-2026_Resolution_for_Axon_Amd__6.docx
Exhibit A to Resolution - Amendment 6.pdf
COI Cyber
Insurance (COI)
R26-082.pdf
Immigration Grant Program - Fully Executed Agreement.pdf
R22-168 - Master agmt
R23-189 - Amd #1
R24-176 Amd #2
R25-133 Amd #3
R25-174 Amd #4
R26-104 Amd #5
Sole_Source_Determination_Memo_Axon_AutoTranscribe - Final.pdf

RESOLUTION NO. R26-205

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE SIXTH AMENDMENT TO THE MASTER SERVICES AND PURCHASING AGREEMENT WITH AXON ENTERPRISE INCORPORATED FOR THE PURCHASE OF AXON EVIDENCE.COM UNLIMITED BODY-WORN CAMERA TRANSCRIPTION SERVICES FOR 138 AXON AUTO-TRANSCRIBE UNLIMITED LICENSES IN THE AMOUNT OF $84,456 FOR A 24-MONTH TERM BEGINNING FEBRUARY 1, 2027, AND ENDING FEBRUARY 1, 2029 AND AUTHORIZING THE USE OF AWARDED GRANT FUNDS FOR THIS PURPOSE; AND FOR ALL OTHER PURPOSES.

WHEREAS, on November 14, 2022, the City entered into a Master Services and Purchasing Agreement with Axon Enterprise, Inc. ("Vendor"), approved by Resolution No. R22-168; and

WHEREAS, on December 19, 2023, the City and Vendor entered into a First Amendment to the Master Services and Purchasing Agreement for the purchase of a Virtual Reality Training System for an amount not to exceed $156,207.48 over a five (5) year term, approved by Resolution No. R23-189; and

WHEREAS, on August 6, 2024, the City and Vendor entered into a Second Amendment to the Master Services and Purchasing Agreement for the purchase of in-car video camera systems, body-worn cameras, and tasers in an amount not to exceed $436,180.19 over a 49-month term, approved by Resolution No. R24-176; and

WHEREAS, on May 20, 2025, the City and Vendor entered into a Third Amendment to the Master Services and Purchasing Agreement for the purchase of additional in-car video camera systems, maintenance of the current body worn camera ("BWC") allocation, and transition from Taser 7 to the new Taser 10 platform in an amount not to exceed $8,756,637.51 over a 120-month term, approved by Resolution No. R25-133; and

WHEREAS, on July 15, 2025, the City and Vendor entered into a Fourth Amendment to the Master Services and Purchasing Agreement to replace two previously acquired drones, with the replacement units featuring updated models and enhanced capabilities, valued at $70,854.30, which will be provided at no additional cost to the City based on a credit from AXON, approved by Resolution No. R25-174; and

WHEREAS, on June 16, 2026, the City and Vendor entered into a Fifth Amendment to the

Master Services and Purchasing Agreement for the purchase of updated hardware, software, services, and long-term support for Axon Air, Outpost, and related technology systems in the amount of $2,242,345.31, approved by Resolution No. R26-104; and

WHEREAS, the proposed Sixth Amendment with Quote Q-645735-46300BR adds 138 Axon Auto-Transcribe Unlimited licenses within Evidence.com at $25.50 per user per month for a 24-month term (December 1, 2026 – November 30, 2028), in the amount of $84,456.00, funded by the Florida Department of Law Enforcement Local Law Enforcement Immigration Grant Program, approved by Resolution R26-082 (state grant funds; the grant's stated uses expressly include Axon automated transcription services). With the Sixth Amendment, the total Commission-authorized value of the Axon program is $14,651,325.98; and

WHEREAS, the Police Department requests approval to purchase Axon Auto-Transcribe Unlimited services for its body-worn camera program. The service will provide unlimited automated transcription for 138 officers using Axon body-worn cameras within Evidence.com. In addition to producing searchable transcripts, the service allows authorized users to search for keywords within an individual recording and across the agency's Evidence.com environment. This capability will improve the accessibility and usability of body-worn camera evidence and support investigative, records, supervisory, and case-review activities; and

WHEREAS, the City was awarded grant funding for this purpose. The quote is structured as a single upfront payment. The proposed purchase expands the services available under the City's existing Axon/Evidence.com relationship and is anticipated to be processed through the applicable contract amendment; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to approve the Sixth Amendment to the Master Services and Purchasing Agreement between the City and Axon Enterprise, Inc., for the purchase of Axon Evidence.com Unlimited Body-Worn Camera Transcription Services for 138 Axon Auto-Transcribe Unlimited licenses in the amount of $84,456 for a 24-month term beginning February 1, 2027, and ending February 1, 2029, and authorizes the use of awarded grant funds for this purpose.

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, does hereby approve the Sixth Amendment to the Master Services and Purchasing Agreement between the City and Axon Enterprise, Inc., for the purchase of Axon Evidence.com Unlimited Body-Worn Camera Transcription Services for 138 Axon Auto-Transcribe Unlimited licenses in the amount of $84,456 for a 24-month term beginning February 1, 2027, and ending February 1, 2029 (the "Amendment"), in form and substance similar to that attached as **Exhibit A**.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the use of awarded grant funds for this purpose, funded by the Florida Department of Law Enforcement Local Law Enforcement Immigration Grant Program, state grant funds that expressly include Axon automated transcription services, approved by Resolution R26-082.

SECTION 4. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Amendment. The Mayor is further authorized to execute any ancillary documents as may be necessary to accomplish the purpose of this Resolution.

SECTION 5. The City Clerk shall retain the fully executed Amendment as a public record of the City. A copy of the fully executed Amendment shall be provided to Karl Maracotta to forward to the Vendor.

SECTION 6. This Resolution shall take effect in accordance with the law.

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R26-205

PASSED AND ADOPTED this _____ day of _____ 2026.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice-Mayor – Thomas Turkin	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Tammy Stanzione, CMC
City Clerk

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

Docusign Envelope ID: 861EB80F-BCCB-81E7-8339-B43FE8E017E8

Sixth Amendment to the Master Services and Purchasing Agreement

This Sixth Amendment to Master Services and Purchasing Agreement ("**Amendment**") is between Axon Enterprise, Inc. (f/k/a TASER International, Inc.), a Delaware corporation ("**Axon**"), and the City of Boynton Beach ("**Customer**" or "**Agency**"). This Amendment is effective as of the last signature date on this Amendment ("**Effective Date**"). Axon and Customer are each a "Party" and collectively "**Parties**".

Axon and Agency are parties to the TASER 7 Agreement by and between Axon Enterprise, Inc. and the City of Boynton Beach Police Dept., dated June 7, 2021, which was supplemented by the Master Services and Purchasing Agreement and Addendum dated November 14, 2022 under Q-385041, and further amended on December 19, 2023 under Q-511382 (Amendment 1), on August 7, 2024 under Q-594677 and Q-594686 (Amendment 2), on May 20, 2025 under Q-690291 (Amendment 3), on July 15, 2025 under Q-593380 (Amendment 4), and on June 16, 2026 under Q-850915 (Amendment 5)(collectively, the "**Agreement**").

The Parties wish to incorporate further changes into the Agreement in order to expand the scope of offered products.

The Parties therefore agree as follows:

1. The attached documents are hereby incorporated into the Agreement:
    a. Quote Q-645735-46300BR

2. The following is added to Axon Cloud Services Terms of Use Appendix:

3. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.
4. The additional terms previously added to the Agreement remain in full force and effect, including, without limitation, the Entities of Foreign Concern certification and affidavit requirement under Section 287.138, Florida Statutes (First Amendment), and the Anti-Human Trafficking affidavit requirement under Section 787.06(13), Florida Statutes (Second Amendment).

5. **Controlling Provisions.** Except as otherwise specifically provided in this Amendment, in the event of any conflict between the Agreement, the Addendum to Master Services and Purchasing Agreement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, and this Sixth Amendment the provisions shall be given precedence in the following order: (1) the Addendum to Master Services and Purchasing Agreement; (2) this Sixth Amendment; (3) the Fifth Amendment; (4) the Fourth Amendment; (5) the Third Amendment; (6) the Second Amendment; (7) the First Amendment; and (8) the Agreement.

[Signatures to follow on the next page]

Docusign Envelope ID: 861EB80F-BCCB-81E7-8339-B43FE8E017E8

Sixth Amendment to the Master Services and Purchasing Agreement

Each representative identified below declares that the representative is authorized to execute this Amendment as of the date of signature.

Axon Enterprise, Inc.	**Agency**
Signature: Signed by: Robert E. Driscoll, Jr. 55DAEBB131A4424...	Signature:
Name: Robert E. Driscoll, Jr.	Name:
Title: Deputy General Counsel	Title:
Date: 10/20/2026 | 5:13 PM MST	Date:

Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

Q-645735-46300BR

Issued: 10/05/2026

Quote Expiration: 11/30/2026

Estimated Contract Start Date: 12/01/2026

Account Number: 111065

Payment Terms: N30

Mode of Delivery: AUTO-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO
Boynton Beach Police Dept. - FL 2100 High Ridge Rd Boynton Beach, FL 33426-8820 USA	Boynton Beach Police Dept. - FL PO Box 310 Boynton Beach FL 33425-0310 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Brendan Rome Phone: Email: brome@axon.com Fax:	Karl Maracotta Phone: 561-742-6170 Email: maracottak@bbfl.us Fax: (561) 742-6185

Quote Summary

Program Length	24 Months
TOTAL COST	$84,456.00
ESTIMATED TOTAL W/ TAX	$84,456.00

Discount Summary

Average Savings Per Year	$0.00
TOTAL SAVINGS	$0.00

Docusign Envelope ID: 861EB80F-BCCB-81E7-8339-B43FE8E017E8

Payment Summary

Date	Subtotal	Tax	Total
Nov 2026	$84,456.00	$0.00	$84,456.00
Total	**$84,456.00**	**$0.00**	**$84,456.00**

Quote Unbundled Price:	**$84,456.00**
Quote List Price:	**$84,456.00**
Quote Subtotal:	**$84,456.00**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Software									
85760	Axon Auto-Transcribe - Unlimited Service	138	24		$25.50	$25.50	$84,456.00	$0.00	$84,456.00
Total							**$84,456.00**	**$0.00**	**$84,456.00**

Delivery Schedule

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	85760	Axon Auto-Transcribe - Unlimited Service	138	12/01/2026	11/30/2028

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	2100 High Ridge Rd	Boynton Beach	FL	33426-8820	USA

Payment Details

Nov 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Upfront	85760	Axon Auto-Transcribe - Unlimited Service	138	$84,456.00	$0.00	$84,456.00
Total				**$84,456.00**	**$0.00**	**$84,456.00**

Docusign Envelope ID: 861EB80F-BCCB-81E7-8339-B43FE8E017E8

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Docusign Envelope ID: 861EB80F-BCCB-81E7-8339-B43FE8E017E8

Signature

Date Signed

10/5/2026



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/04/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Insurance Services West, Inc.
Phoenix AZ Office
4300 East Camelback Rd.
Suite 460
Phoenix AZ 85018 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Columbia Casualty Company	31127
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Axon Enterprise, Inc.
17800 N. 85th Street
Scottsdale AZ 85255 USA

COVERAGES **CERTIFICATE NUMBER:** 570122268172 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	
	☐ OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	☐ ANY AUTO						BODILY INJURY (Per person)	
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	
	☐ DED ☐ RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	
A	E&O - Technology			8045630478 Cyber/Tech E&O SIR applies per policy terms & conditions	08/01/2026	08/01/2027	Security/Privacy Lir Policy Limit SIR	$5,000,000 $5,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City Of Boynton Beach
100 E. Ocean Avenue
Boynton Beach FL 33435 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Insurance Services West, Inc.

Holder Identifier :

Certificate No : 570122268172

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/04/2026

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PRODUCER
Aon Risk Insurance Services West, Inc.
Phoenix AZ Office
4300 East Camelback Rd.
Suite 460
Phoenix AZ 85018 USA

CONTACT NAME:
PHONE (A/C. No. Ext): 8662837122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	National Casualty Company	11991
INSURER B:	Scottsdale Ins Company	41297
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Axon Enterprise, Inc.
17800 N. 85th Street
Scottsdale AZ 85255 USA

COVERAGES **CERTIFICATE NUMBER:** 570122269684 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR X see Prod Liab info att'd GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER: Xcl Prod/Comp Ops	Y	Y	NGO0002112 SIR applies per policy terms & conditions	08/01/2026	08/01/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Garage Keeper Legal Liability	$2,000,000 $1,000,000 $50,000 $2,000,000 $4,000,000 Excluded $2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	NGO0002111	08/01/2026	08/01/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $10,000	Y	Y	UNS0000108	08/01/2026	08/01/2027	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WCC600103A	08/01/2026	08/01/2027	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder and City of Boynton Beach are included as Additional Insured in accordance with the policy provisions of the Excess Liability, General Liability and Automobile Liability policies. Excess Liability, General Liability and Automobile Liability policies evidenced herein is Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. Excess Liability, General Liability and Automobile Liability policies evidenced herein is Primary to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the Excess Liability, Workers Compensation, General Liability and Automobile Liability policies.

CERTIFICATE HOLDER

City Of Boynton Beach
100 E. Ocean Avenue
Boynton Beach FL 33435 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Insurance Services West, Inc.

Holder Identifier :

Certificate No : 570122269684

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ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Aon Risk Insurance Services West, Inc.		Axon Enterprise, Inc.
POLICY NUMBER		
See Certificate Number: 570122269684		
CARRIER	NAIC CODE	EFFECTIVE DATE:
See Certificate Number: 570122269684		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Products Liability Schedule

Products/Completed Operations Coverage
8/1/2026-8/1/2027:

Policy # 034064091
Lexington Insurance Company
Claims Made Coverage Form - Products Liability
$15,000,000 Each Occurrence Limit
$15,000,000 Products/Completed Operations Aggregate Limit
$ 5,000,000 Per Occurrence Self Insured Retention

Policy # 034064092
Lexington Insurance Company
Occurrence Coverage Form - Products Liability
$15,000,000 Each Occurrence Limit
$15,000,000 Products/Completed Operations Aggregate Limit
$ 5,000,000 Per Occurrence Self Insured Retention

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RESOLUTION NO. R26-082

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, RATIFING THE CITY'S APPLICATION FOR THE FISCAL YEAR 2025–2026 FLORIDA DEPARTMENT OF LAW ENFORCEMENT'S LOCAL LAW ENFORCEMENT IMMIGRATION GRANT PROGRAM IN THE AMOUNT OF $1,364,170.00, AUTHORIZING THE CITY TO ACCEPT THE GRANT, IF AWARDED, AND EXECUTE ALL FUTURE DOCUMENTS ASSOCIATED WITH THE GRANT, SUBJECT TO REVIEW BY THE CITY ATTORNEY'S OFFICE; AND FOR ALL OTHER PURPOSES.

WHEREAS, the State Board of Immigration Enforcement (the Board or SBIE) received authority to administer $250 Million in funding for the Local Law Enforcement Immigration Grant Program under Chapter 2025-1, Section 18 (s. 908.1033, Florida Statutes). Funding received under this award must be used for fostering cooperation and coordination with federal agencies to enforce federal immigration laws and must adhere to the elements outlined in Rule 11QER25-1, Florida Administrative Code; and

WHEREAS, the Boynton Beach Police Department is requesting authorization to ratify the submission of an application to the Florida Department of Law Enforcement (FDLE) Local Law Enforcement Immigration Grant Program. If awarded, the grant funding will be used to procure the Peregrine operational intelligence platform and Axon automated transcription services for body-worn camera (BWC) and in-car video systems; and

WHEREAS, the Peregrine platform is a CJIS-compliant, cloud-based software solution that integrates existing law enforcement systems, including CAD, RMS, license plate reader data, and Axon digital evidence platforms, into a unified and searchable environment. This system will enhance the Police Department's ability to analyze data, identify patterns, and support coordinated law enforcement operations through improved information accessibility and situational awareness; and

WHEREAS, in addition, Axon transcription services will convert audio from BWC and in-car video recordings into searchable text, allowing officers and analysts to more efficiently locate and review relevant statements and events within recorded encounters. This capability significantly improves the speed and effectiveness of evidence review and investigative processes;

and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to ratify the City's application for the Fiscal Year 2025–2026 Florida Department of Law Enforcement's Local Law Enforcement Immigration Grant Program in the amount of $1,364,170.00, authorize the City to accept the grant, if awarded, and execute all future documents associated with the grant, subject to review by the City Attorney's office.

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, does hereby ratify the City's application for the Fiscal Year 2025–2026 Florida Department of Law Enforcement's Local Law Enforcement Immigration Grant Program in the amount of $1,364,170.00, and if awarded, authorizes the City to accept the Grant.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, does hereby authorize the Mayor to execute the Grant application, Grant Agreement, and any other documents associated with applying for and accepting the Grant that do not otherwise increase the financial obligations of the City, subject to the review of the City Attorney's Office.

SECTION 4. This Resolution shall take effect in accordance with the law.

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R26-082

PASSED AND ADOPTED this 19 day of May 2026.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	✓	
Vice-Mayor – Thomas Turkin	absent for vote	
Commissioner – Angela Cruz	✓	
Commissioner – Mack McCray	✓	
Commissioner – Aimee Kelley	✓	

VOTE 4-0

ATTEST:

Tammy Stanzione, CMC
Interim City Clerk

(Corporate Seal)

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

Rebecca Shelton
Mayor

APPROVED AS TO FORM:

Shawna G. Lamb
City Attorney

State Board of Immigration Enforcement
Local Law Enforcement Immigration Grant Program
Grant Award Agreement

Award Number:	IG127
Participating Agency:	Boynton Beach Police Department
Grant Activity Period:	02/17/2025 – 06/30/2027
Award Amount:	$545,668.00
CSFA Catalog Number:	71.158

This grant award agreement is entered into by and between the State Board of Immigration Enforcement (herein referred to as the "Board") and the Participating Agency named above.

WHEREAS, the Board has the authority pursuant to Florida law and does hereby agree to provide state financial assistance to the Participating Agency in accordance with the terms and conditions hereinafter set forth; and

WHEREAS, Chapter 2025-1, Laws of Florida, created Section 908.1033, Florida Statutes, and resulted in an appropriation of $250,000,000 in funds for the Board to pass-through to local law enforcement agencies and county detention facilities in support of the Local Law Enforcement Immigration Grant Program;

WHEREAS, Section 122 of the Florida General Appropriations Act for the 2026-2027 fiscal year reverted and reappropriated the unexpended balance of funds for use during the 2026-2027 state fiscal year; and

WHEREAS, the Participating Agency represents that it is fully qualified and eligible to receive this award and to perform the tasks identified herein in accordance with the terms and conditions of this agreement.

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree to the terms and conditions outlined in this agreement.

This grant award agreement is comprised of the following sections and appendices:

Section I: Scope of Work
Section II: Deliverables
Section III: Approved Budget
Section IV: Amendments
Section V: Data Collection Requirements
Section VI: Performance Reporting
Section VII: Financial Reporting and Reimbursement
Section VIII: Award Contacts
Section IX: Special Conditions
Section X: Standard Conditions for State Financial Assistance Awards
Section XI: Award Signatures

SECTION I: SCOPE OF WORK

The purpose of the Local Law Enforcement Immigration Grant Program (IGP) is to foster cooperation and coordination with federal immigration agencies in the enforcement of federal immigration laws by completing one or more of the following activities:

(1) Supporting the training and credentialing of local law enforcement and corrections personnel to perform designated immigration enforcement activities through the Department of Homeland Security (DHS), Immigration and Customs Enforcement's (ICE) 287(g) program.
(2) Subleasing detention beds to ICE for temporary periods of time in accordance with agreements executed between the Participating Agency and ICE.
(3) Assisting in the transport of unauthorized aliens between local, state, and federal facilities.
(4) Providing personnel to perform allowable activities under the DHS/ICE 287(g) program.
(5) Providing bonus payments to credentialed law enforcement and correctional personnel who perform designated immigration enforcement duties as outlined in program statute and rule.
(6) Procuring equipment, hardware, and software is essential to assisting the federal government in its enforcement of immigration laws.
(7) Performing other functions related to the detention and transport of unauthorized aliens or other functions related to participation in the 287(g) program, as approved by the Board.

This grant award agreement will provide reimbursement to the Participating Agency for the approved costs outlined in Section III of this agreement. Reimbursement will be contingent on the Participating Agency complying with the applicable program data collection elements outlined in Section V of this agreement.

SECTION II: DELIVERABLES

The Participating Agency shall determine the specific tasks associated with each approved activity below based on the nature of the immigration enforcement initiative performed by their agency.

Financial Consequences: Each deliverable listed below is a cost-reimbursement deliverable. Only allowable activities completed as attested through the submission of the payment request and supported by the appropriate documentation will be eligible for reimbursement under this grant.

IGP – G Deliverable:	The Participating Agency will procure approved equipment, hardware, and/or software necessary for the performance of immigration enforcement duties.
Minimum Performance	The Participating Agency shall procure the approved equipment, hardware, and/or software outlined in Section III of this agreement and in accordance with the Participating Agency's own procurement policies and procedures. Additional documentation to be provided at payment for the allowable expenses associated with this deliverable is outlined in Section VII of this agreement.
Price:	The total cost for this deliverable shall not exceed $545,668.00.

SECTION III: APPROVED BUDGET

Budget Category	Total
IGP-A: Training Programs for 287(g)	$0.00
IGP-B: Subletting Detention Beds	$0.00
IGP-C: Transportation on Behalf of ICE	$0.00
IGP-D: Travel and Lodging for 287(g)	$0.00
IGP-E: LEO Bonus Payments	$0.00
IGP-F: CO Bonus Payments	$0.00
IGP-G: Equipment, Hardware, and Software for 287(g)	$545,668.00
IGP-H: Other Costs Related to Immigration Enforcement	$0.00
TOTAL	**$545,668.00**

The Participating Agency may receive reimbursement for the following approved line-item expenses under this award. All expenses submitted for reimbursement by the Participating Agency must be accompanied by the applicable documentation outlined in Section VII of this agreement.

Category	Line Item	Description	Total
IGP-G	Peregrine Platform Software and Subscription	Direct Cost: $360,556.00 The Boynton Beach Police Department is requesting funding to implement Peregrine platform and software subscription service for two (2)-years for approximately $180,278.00 each year, totaling $360,556.00. The platform provides integrated access to multiple law enforcement data sources, including automated license plate recognition systems, records management systems, and live camera feeds, enabling enhanced investigative analysis, situational awareness, and immigration enforcement support.	$360,556.00
IGP-G	Peregrine AI Pro Add-On Subscription Services	Direct Cost: $99,000.00 The Boynton Beach Police Department is requesting funding for Peregrine AI Pro Add-on 2-year subscription service for approximately $49,500.00 each year, totaling $99,000.00. The subscription service will provide advanced artificial intelligence capabilities within the AI Platform. The AI Pro Add-On subscription supports the continuity of service and will enhance analytical processing, data correlation, and investigative support for 287(g)-related enforcement activities across the contract period.	$99,000.00
IGP-G	Axon Auto Transcribe Software	Direct Cost: $86,112.00 Boynton Beach Police Department is requesting funding for Axon Auto Transcribe software to support the agency's body-worn cameras and digital evidence management capabilities. The software tool provides automated transcription of video and audio files and allows keyword search functionality across recorded media within the agency's evidence management system, enhancing investigative efficiency and evidentiary review processes. The department's Axon Auto Transcribe software is based on approximately 138 officer safety plans at a cost of $26.00 per officer, resulting in a monthly cost of $2,588.00. The total cost for the full 24-month period is $86,112.00.	$86,112.00
TOTAL			**$545,668.00**

The following standard budget terms apply to this award:

All items, quantities, and/or prices above are estimates based on the information available at the time of award, or subsequent amendment.

All items requested for reimbursement must be allowable in accordance with the approved budget, reasonably priced based on a current market review, and necessary for the operation and success of the program.

Any subscription, service agreement, extended warranty, license, lease, or any other item with a specific term period may require the Board to pro-rate the reimbursement to comply with state grant management rules and regulations.

Items above may include additional, individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a "kit", "bundle", "system", etc.

Award funds may be used to pay for applicable shipping, freight, and/or installation costs.

The Participating Agency is prohibited from moving funds freely among previously approved budget line items.

The Board's determination of acceptable expenditures requested for reimbursement shall be conclusive.

SECTION IV: AMENDMENTS

The Board may administratively amend or modify the agreement at any time, provided the modifications are within the original scope and purpose of the project. Written notice of all such changes will be provided to the Participating Agency. The Participating Agency may request amendments to the agreement in accordance with the provisions outlined below.

Non-Monetary Amendments

Amendment requests that do not increase the total award amount, or change the amounts allocated among individual line items outlined in Section III, may be submitted by the Participating Agency and subsequently approved by the Board's grant supervisor. This includes amendments to change a contact listed in Section VIII, clarifying amendments for existing approved budget items in Section III, or to decrease the award for closeout.

Monetary Amendments

Amendment requests that increase the total award amount, change the amounts allocated among existing line items in Section III, or add new line items to the budget may be submitted by the Participating Agency in a format prescribed by the Board.

If the total award amount is $25,000 or less after the amendment, and the award does not contain any funding for equipment, software or hardware, the amendment request must only receive Executive Director approval before the amendment can be approved by the Board's grant supervisor.

If the total award amount is more than $25,000, or the award contains funding for equipment, hardware or software, the amendment request must receive approval from the Executive Director, the Board, and the Legislative Budget Commission, in accordance with s. 908.1033, F.S. Upon the amendment advancing through the Legislative Budget Commission with no objection, the amendment can be approved by the Board's grant supervisor

SECTION V: DATA COLLECTION REQUIREMENTS

Reimbursement of the line-item expenses outlined in Section III is contingent upon the Participating Agency complying with the data collection requirements outlined below.

Local Law Enforcement Agency – Individual Data Collection

Any local law enforcement agency seeking reimbursement through this agreement must collect and report the following individualized data points, in accordance with the policies and procedures of the Participating Agency, when a suspected unauthorized alien is encountered. The data must be reported through an electronic platform established by the Board, no later than the 15th of the subsequent month.

1. Encounter date and reporting agency information
    a. Date of the encounter
    b. Agency Name
    c. Name and title of Officer reporting the encounter
2. Location of the encounter
    a. City or unincorporated area
    b. County
    c. Address
3. Personal identifying information for the suspected unauthorized alien
    a. First, middle, last name
    b. Country of Citizenship
    c. Alien registration number (if applicable)
    d. Date of birth
    e. Sex
    f. Complete street address, city, state, and zip code
    g. Current telephone number
    h. Street address for current employer
    i. Identified or suspected criminal gang affiliation
    j. Vehicle information (description, registration, license plate)
    k. Criminal history (Yes or No)
    l. Citizenship verified with ICE (Yes or No)
4. Criminal arrest information arising from the encounter (if applicable)
    a. Criminal charges list in order of severity
    b. Information describing whether ICE was contacted during the encounter, if yes:
    c. Indication if personnel from ICE responded
    d. If ICE did not respond, a narrative describing the reasons provided
5. Photograph of the suspected unauthorized alien that provides a clear image of the face and neck. This is not required if a jail facility takes a booking photograph after a criminal arrest.

Local Law Enforcement Agency – Summary Data Collection

Any local law enforcement agency seeking reimbursement through this agreement must collect and report the following summary data through an electronic platform established by the Board, no later than the 15th of the subsequent month.

1. Total number of law enforcement officers maintaining an active designated immigration officer status each month through the Task Force Model under the 287(g) program.
2. Total number of immigration investigations conducted by the Participating Agency's designated immigration officers each month while duly cross sworn as a designated immigration officer through the Task Force Model under the 287(g) program.

3. Total number of immigration investigations conducted by the Participating Agency's designated immigration officers each month that results in arrest while duly cross sworn as a designated immigration officer through the Task Force Model under the 287(g) program.
4. Total number of times the Participating Agency's law enforcement officers initiate arrests for only civil immigration charges while duly cross sworn as a designated immigration officer through the Task Force Model under the 287(g) program.

Detention Facility – Summary Data Collection

Any county operated or local law enforcement detention facility must collect and report the following summary data through an electronic platform established by the Board, no later than the 15th of the subsequent month.

1. Total number of immigration detainer (I-247) forms it receives from Immigration and Customs Enforcement each month, accompanied by any associated arrests warrants (I-200) and/or warrants of removal (I-205) forms.
2. The number of immigration detainers the agency receives from Immigration and Customs Enforcement and are subsequently cancelled, with the subject of the detainer having been released without being transferred to the custody of ICE.
3. The number of unauthorized aliens for whom the agency received an immigration detainer from Immigration and Customs Enforcement, but who ICE ultimately failed to take into custody within the required time period, thus requiring the agency to release the individual.
4. The highest state law offense classification for each unauthorized alien for whom Immigration and Customs Enforcement issues an immigration detainer.
5. The number of unauthorized aliens who meet the criteria noted in 1 through 4, who were charged with a violent crime.
6. The number of unauthorized aliens for the agency receives an immigration detainer from Immigration and Customs Enforcement after the person was released on state criminal charges.
7. The number of unauthorized aliens who the agency lodges immigration detainers before Immigration and Customs Enforcement makes an independent biometric or biographic match through the normal booking process.
8. The number of unauthorized aliens the agency transports from its jail facility to an Immigration and Customs Enforcement facility upon conclusion of the immigration detainer period in lieu of ICE taking custody of the individual at the jail facility.
9. The monetary amount of the reimbursement costs the agency received from Immigration and Customs Enforcement in the prior month, the agency's reimbursement rate from ICE, and how many beds the agency incurred for housing the unauthorized aliens from the time those aliens' state law charges were resolved until they were either released from jail or to the custody of ICE. The agency shall also report the difference between its actual unauthorized alien housing cost and the reimbursable amount for each month.

SECTION VI: PERFORMANCE REPORTING

The Participating Agency is responsible for maintaining adequate documentation to support the performance of activities under this award. This documentation shall be maintained in the Participating Agency's own grant file and shall be provided for review upon request.

The Participating Agency must adhere to the minimum performance documentation requirements outlined below based on the activity they are performing.

IGP-A Immigration Enforcement Training Programs

The Participating Agency is responsible for tracking the training of each officer. The required information includes, but is not limited to:

1. Name and location of training
2. Agency or entity hosting the training
3. Office name and ID
4. Overtime hours associated with completing the training, including associated employer-paid fringe benefits
5. Travel costs associated with completing the training
6. Material costs associated with completing the training

IGP-B Subletting Detention Beds to Immigration and Customs Enforcement
The Participating Agency is responsible for tracking beds used for detaining unauthorized aliens on behalf of ICE. The required information includes, but is not limited to:

1. Identification number to track the unauthorized alien
2. Date and time the individual was released on their state charges
3. Date and time the individual leaves the facility or is transferred to ICE custody

IGP-C Transporting Aliens on Behalf of Immigration and Customs Enforcement
The Participating Agency is responsible for tracking the transport of unauthorized aliens on behalf of ICE The required information includes, but is not limited to:

1. Identification number to track the unauthorized alien
2. Transport officers assigned to the detail (the grant will reimburse a maximum of two officers per transport)
3. Point of origin, date, and departure time
4. Point of return, date, and arrival time
5. Overtime costs incurred, including the associated employer-paid fringe benefits
6. Travel costs incurred during the transport detail (i.e. hotel, meals, mileage, etc.)

IGP-D Travel and Lodging Directly Related to 287(g) Task Force Activities
The Participating Agency is responsible for tracking any travel-related costs directly associated with active participation in task force activities under the 287(g) program. The required information includes, but is not limited to:

1. Officer name and ID
2. Point of origin, date, and departure time
3. Point of return, date, and arrival time
4. Travel costs incurred during the operation/activity (i.e., hotel, meals, mileage, etc.)

IGP-E Bonus Payments to Law Enforcement Officers
The Participating Agency is responsible for tracking the certification of each officer and the ICE-related operations each officer participates in. The required information includes, but is not limited to:

1. Officer name and ID
2. Date credentialed as a Designated Immigration Officer
3. Operation date
4. Brief description of ICE-related operation

IGP-F Bonus Payments to Corrections Officers
The Participating Agency is responsible for tracking the certification of each officer. The required information includes, but is not limited to:

1. Officer name and ID
2. Date credentialed as a Designated Immigration Officer or Warrant Service Officer
3. Date the officer began serving as a DIO or WSO

IGP-G Equipment, Hardware and Software
The Participating Agency is responsible for tracking the equipment, hardware, and/or software in accordance with their own inventory, device management, and/or maintenance policy. The Participating Agency is responsible for ensuring compliance with CJIS Security Standards, and any other applicable policies, for any equipment, hardware, and/or software purchase that interface with state or federal databases.

IGP-H Other Costs Associated with Immigration Enforcement
The Participating Agency is responsible for tracking any other incidental costs related to moving, transporting, lodging, temporary detention, or active participation in task force activities under the 287(g) program. The required information for tracking will vary depending on the activity being funded. The Participating Agency shall track in sufficient detail to document the performance of the activity and the associated costs in the event of an external audit.

SECTION VII: FINANCIAL REPORTING AND REIMBURSEMENT

All payment requests associated with this agreement must be submitted through the Board's electronic grant management system on a monthly basis for the life of the award. Detailed instructions for submitting payment requests are available in Section 3.3 of the Immigration Grant Program Recipient Guide under "Resource Guides" at https://www.fdle.state.fl.us/fdle-grants/sbie-grants.

If the Participating Agency does not have any eligible expenses to request for reimbursement during a particular month, they are only required to adhere to subtitle (2) of this section.

If the Participating Agency is requesting reimbursement of eligible expenses during a particular month, the Participating Agency must complete the activities outlined in subtitles (1) through (3) of this section, in sequential order, to submit a payment request.

(1) Expense Entry: The Participating Agency is responsible for entering the individual expenses associated with allowable budget items in Section III of the agreement and in accordance with the requirements for expense entry in Section 3.3 of the Immigration Grant Program Recipient Guide linked above. Payment requests with expense entries that do not adhere to the requirements for expense entry or do not include the required supporting documentation will be rejected and returned to the Recipient to make corrections.

For any contract, subscription, or payment plan type invoicing, this grant can only cover the cost of payments made to the vendor/supplier during the grant period. Additionally, the grant can only cover the costs of the term (i.e., two years) approved in the budget (Section III of this agreement).

(2) Closing Budget Reporting Periods: The Participating Agency is responsible for closing each budget reporting period within the electronic grant management system on a monthly basis. The Participating Agency must close each reporting period no later than the last day of the month immediately following the end of the reporting period. For example, the reporting period for November 1 through November 30 is due no later than December 31. Failure to close the reporting period by the last day of the following month will result in a delay in payment.

For any budget reporting period that ended prior to the activation of this award in the electronic grant management system, the Participating Agency shall enter expenses (if applicable) and close the associated budget reporting period(s) within 45 days of the activation date. In this instance, if any of the reporting periods include expenses for reimbursement, the Participating Agency may link all reporting periods to the first payment request. All other payment requests submitted under this agreement shall only be linked to one reporting period, unless exceptions are granted by the Board.

(3) Submitting the Payment Request: The Participating Agency is responsible for creating and submitting each payment request in the electronic grant management system. The submitted payment request must be linked to the respective closed budget reporting period and associated expenses under subtitles (1) and (2) of this section. In order to receive prompt reimbursement of eligible expenses under this award, the

Participating Agency is strongly advised to submit payment requests no earlier than the first day of the month following a reporting period, and no later than 30 days after the end of the reporting period. For example, if a payment request is for expenses incurred between November 1 and November 30, the payment request should be submitted to the Board between December 1 and December 30. The Participating Agency's failure to submit a payment request to the Board by the advised deadlines will result in delays in receiving payments.

By submitting a payment request in the electronic grant management system, the Participating Agency certifies that all costs claimed for reimbursement were incurred in accordance with the terms and conditions of this agreement. The Participating Agency must certify the following statement when submitting their payment request:

"Pursuant to the State Board of Immigration Enforcement's data collection requirements described in Section 908.1031(3)(e), Florida Statutes, by submitting this payment request, I attest to the best of my knowledge that my organization collects and reports the individualized data points outlined in Section V of the award agreement relating to: (1) interactions/encounters with a suspected unauthorized alien; (2) summary data for law enforcement agencies; and (3) if my organization operates a county detention facility, my organization reports the summary data for detention facilities. I understand that if my organization is later found to not be in compliance with all requirements, we will forfeit our grant reimbursement eligibility for the remainder of the fiscal year."

The Board's grant management team will review compliance with data collection requirements prior to processing any request for reimbursement. If an agency is not reporting the required data collection elements, the Board's grant management team will reject the associated payment request. The Participating Agency may resubmit the rejected payment request once compliance with the data collection requirements has been achieved.

(4) Payment Request Approval and Reimbursement: Per s. 908.1033, F.S., this is a cost-reimbursement agreement only. No cash advances can be administered under this program.

Funds will be distributed to the Participating Agency in conjunction with the receipt, review, and approval of a payment request and all required supporting documentation as outlined above. All payment requests submitted to the Board will be reviewed and audited in accordance with applicable state financial assistance rules, regulations, statutes, and Department of Financial Services guidelines. Additional supporting documentation may be requested by the Board prior to approving any payment request.

The State of Florida's performance and obligation to pay under this agreement is contingent upon the legislative appropriation, availability of funds, and is subject to any modification in accordance with Chapter 216, F.S., or the Florida Constitution. The Board will administer and disburse funds under this agreement in accordance with s. 215.97, s. 215.971, s. 215.981, and s. 215.985, F.S. The Board's determination of acceptable expenditures shall be conclusive.

Payments will be disbursed in the form of a paper check (warrant) or via direct deposit (EFT) in accordance with s. 215.422, F.S. This election is determined by the Participating Agency's own selection in the state's vendor information system. A Participating Agency that wishes to enroll in direct deposit for payments from the state must complete and submit a Direct Deposit Authorization Form to the Department of Financial Services. More information on direct deposit is available on the Department of Financial Services website at https://www.myfloridacfo.com/division/aa/vendors

(5) Final Reconciliation and Closeout: The Participating Agency shall complete an internal financial review of all deliverables, activities, contracts, orders, and all other items associated with this agreement and ensure the final reporting period and any associated final payment request are submitted within 60 days of the end date of the agreement. This liquidation period is available only for the Participating Agency to receive and reconcile outstanding invoices, payments, and similar obligations that were incurred prior to the end date of the award. No new obligations, activities, or orders can be made after the end of the award and submitted for reimbursement.

(6) Withholding of Funds: The Board Grant Manager shall reject any payment request for costs related to an uncleared "Withholding of Funds" condition in Section IX of this agreement. Payment shall be withheld until the requirements of the condition have been met and the condition is cleared through an administrative amendment. For a delinquency associated with Section V of this agreement, and/or any issue of noncompliance with the terms and conditions of this agreement that arises during the course of the award, the Board Grant Manager may issue an administrative amendment to add a withholding of funds condition to the award to prevent payment until the delinquency or noncompliance issue is resolved.

SECTION VIII: AWARD CONTACTS

Any changes to the individuals identified below must be made in writing.

Board's Grant Manager

Gary Carmichael
Government Analyst II
P.O. Box 1489
Tallahassee, FL 32302-1489
850-617-1273
GaryJCarmichael@fdle.state.fl.us

Participating Agency Grant Manager

Jaclyn Smith
Grants Manager
2100 High Ridge Road
Boynton Beach, FL 33426
561-742-6195
smithja@bbfl.us

Participating Agency Chief Official

Rebecca Shelton
Mayor
100 E. Ocean Avenue
Boynton Beach, FL 33435
561-742-6016
sheltonr@bbfl.us

Participating Agency Chief Financial Officer

Alan Lawson
Chief Financial Officer
100 E. Ocean Avenue
Boynton Beach, FL 33435
561-742-6312
lawsona@bbfl.us

SECTION IX: SPECIAL CONDITIONS

This agreement is subject to the special conditions set forth below. Any condition identified below as a "Withholding of Funds" condition must be cleared through an administrative grant amendment processed by the Board's grant manager prior to issuing a related payment under this award.

Condition Number	Condition Language
S0001	As a recipient of these funds, the Participating Agency is required to comply with the reporting requirements outlined in Section V of this agreement. A Participating Agency who attests to comply with these reporting requirements but is later found by the State Board of Immigration Enforcement to not be in compliance, will forfeit eligibility of any grant reimbursements for the remainder of the state fiscal year.
W0019	WITHHOLDING OF FUNDS: This award contains grant funds for reimbursing allowable equipment in the award budget, as approved by the State Board of Immigration Enforcement. Prior to the drawdown of funds the Participating Agency must provide a copy of their agency's procurement policy.
W0022	WITHHOLDING OF FUNDS: At the time of application, the most recent available annual financial audit was from year ending 2025 However, a Single Audit Certification (Form # SBIE-003) for that year is not on file. Prior to the drawdown of funds, the Participating Agency must provide a properly completed Single Audit Certification for the year ending 2025.

SECTION X: STANDARD CONDITIONS FOR STATE FINANCIAL ASSISTANCE AWARDS

The following terms and conditions will be binding upon the execution of the agreement between the Participating Agency and the Board. If any of the information provided in this section changes after execution of the agreement, the Board shall provide written notice of such changes to the Participating Agency through an administrative award amendment.

1. Governing Laws of the State of Florida:

This agreement is entered into in the State of Florida, and shall be construed, performed, and enforced in all aspects in accordance with the laws, rules, and regulations of the state.

A. Lobbying Prohibited: The Participating Agency shall comply with the provisions of s. 11.062 and s. 216.347, F.S., which prohibit the expenditure of state funds for the purpose of lobbying the legislature, judicial branch, or a state agency. No funds or other resources received in connection with this agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

B. Independent Contractor: In performing its obligations under this agreement, the Participating Agency shall at times act in the capacity of an independent contract and not as officer, employee, or agency of the State of Florida. Nothing in this agreement may be understood to constitute a partnership or joint venture between the Board and the Participating Agency. Neither the Participating Agency nor any of its agents, employees, subcontractors, or assignees shall represent to others that it is an agent of or has the authority to bind the Board by virtue of this agreement, unless specifically authorized in writing to do so.

C. Limitations on Advertising: The Board is prohibited from endorsing the Participating Agency as a recipient of state financial assistance. The Participating Agency shall not use the logos or emblems of the Board on any of their individual publications unless specifically authorized in writing to do so.

D. Travel Costs: The maximum amount of reimbursement for travel costs shall not exceed the rates established in the State of Florida Travel Guidelines as outlined in s. 112.061, F.S., and Administrative Rule 69I-42.010.

E. Civil Rights: The Participating Agency agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. s. 12101 et seq.) and shall not discriminate against any individual employed in the performance of this agreement due race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, age, or marital status.

F E-Verify: The Participating Agency agrees to comply with s. 448.095(5), F.S., requiring the Participating Agency and all third-party entities it enters into agreements with to register with and use the E-Verify system to verify employment eligibility. The Participating Agency may not enter into a contract with any third-party entity without verifying compliance with this requirement, or without obtaining and affidavit from the third-party stating they not employ, contract with, or subcontract with unauthorized aliens. If the Participating or the Board has a good faith belief that a third-party entity is in violation of s. 448.09(1), F.S., the Participating Agency must terminate their contract with the third-party entity. Third-party entities may file a cause of action with a circuit or county court to challenge the termination no later than 20 calendar days after the date on which the contract was terminated.

G. Background Check: Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of

Chapter 435, F.S., shall apply All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of this condition, security background investigations shall include, but not be limited to employment history checks, fingerprinted for all purposes, statewide criminal and juvenile record checks through the Florida Department of Law Enforcement, and federal criminal record checks through the Federal Bureau of Investigation, and may include local criminal record checks through local law enforcement agencies.

H. Non-disclosure Agreements: The Participating Agency may not require any employee or contractor to sign and internal confidentiality agreement or statement that prohibits, restricts, or purports to prohibit or restrict, the reporting of waste, fraud, or abuse in accordance with law to an investigation or law enforcement representative or a state for federal department or agency authorized to receive such information. The Participating Agency certifies that if it is informed or notified that any contractor or vendor has been requiring their employees to execute agreements or statements that prohibit the reporting of fraud, waste, or abuse that it will immediately cease all further obligation of these award funds to the entity and will immediately notify the Board. The Participating Agency will not resume obligations until expressly authorized to do so by the Board.

I. Disputes and Appeals: Unless otherwise stated in this agreement, disputes concerning performance under this award will be decided by the Board. who shall provide the decision in writing to the Participating Agency. In the event, either the Participating Agency or the Board is dissatisfied with the dispute resolution decisions, jurisdiction for any dispute arising under the terms of this agreement will be in state court, and the venue will be the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the Board and the Participating Agency agree to be responsible for their own attorney fees incurred in connection with disputes arising from this agreement.

J. Prohibited Vendor Lists: The Participating Agency may not enter into an agreement with any organization names on a prohibited vendor list, pursuant to s. 287.133 – s. 287.137, F.S. In addition, if the Participating Agency is found to be included on any of these lists, the Board may unilaterally terminate this agreement. These lists are maintained by the Department of Management Services on their website.

   a. The "Convicted Vendors List" (s. 287.133, F.S)
   b. The "Discriminatory Vendors List" (s. 287.134, F.S.)
   c. The "Forced Labor Vendor List" (s. 287.1346, F.S.)
   d. The "Scrutinized List of Prohibited Companies" (s. 287 135, F.S.)
   e. The "Suspended Vendors List" (s. 287.1351, F.S.)
   f. The "Antitrust Violator Vendor List", (s. 287.137, F.S.)

2. Funding and Payment Considerations

This agreement is subject to the following funding and payment conditions.

A. Funding Requirements: Pursuant to s. 215.971(1), F.S., the Participating Agency may only expend funding under this agreement for the allowable costs identified in Section III above that were incurred between February 17, 2025, and June 30, 2027. Any balance of unspent or unobligated funds shall revert to the state upon closeout of the award. If it is determined at any point that funds were paid to the Participating Agency in excess of what should've been paid, the Participating Agency shall refund the overage to the Board.

B. Compensation: This is a cost-reimbursement agreement. Payments made under this agreement shall not exceed the award amount and shall only be disbursed by Board after review and acceptance of the Participating Agency's performance of allowable activities outlined in this agreement.

C. Payment Process: Subject to the provisions outlined in Section VII of this agreement, the Board agrees to pay the Participating Agency in accordance with s. 215.422, F.S.

D. EFT Payments: Electronic Funds Transfer (EFT) payments are preferred by the Board and the State of Florida. While enrollment is not a requirement to receive funds under this agreement, the Participating Agency may choose to enroll by submitting the required authorization form to the Department of Financial Services. More information is available at the Department of Financial Services website: https://www.myfloridacfo.com/division/aa/vendors.

E. Financial Management: The Participating Agency agrees to maintain all records and documents (including electronic files) in accordance with generally accepted accounting procedures and practices. The Participating Agency must be able to record and report on the receipt, obligation, and expenditure of grant funds separately for each award received from the state.

F. Expenditures: All expenditures under this award must be in compliance with the laws, rules, and regulations applicable to the expenditure of state funds, including the Reference Guide for State Expenditures maintained by the Department of Financial Services.

G. Taxes: The Participating Agency may use its own tax exemption when paying suppliers to fulfill contractual obligations under this award. The Participating Agency shall be responsible and liable for the payment of all FICA, Social Security, and other taxes resulting from this agreement, unless the reimbursement of those items is expressly included in the approved budget in Section III of this agreement.

H. Invoicing Requirements: The payment request submitted to the Board for reimbursement serves as the Participating Agency's invoice to the Board for reimbursement. The payment request must adhere to all provisions outlined in Section VII of this agreement and the invoicing requirements outlined in the Reference Guide for State Expenditures maintained by the Department of Financial Services.

I. Final Payment Request: If the Participating Agency fails to submit the final payment request to the Board by August 30, 2027, the Board may, at its sole discretion, consider the Participating Agency to have forfeited any all rights to reimbursement of the final payment request under this agreement.

J. Refunds: If the Participating Agency, or its independent auditor, discover that an overpayment has been made, or that funds previously reimbursed under this award were all reimbursed by another funding source, the Participating Agency shall contact the Board immediately. In the event the Board first discovers an overpayment has been made, the Board will notify the Participating Agency in writing. The Board shall provide a Refund Request Form to the Participating Agency to be completed and mailed to the Board with the refund check. Refunds must be submitted to the Department within 30 calendar days after the date of discovery. Checks shall be made payable to the "Department of Law Enforcement" and shall me mailed with a copy of the Refund Request Form to:

FDLE – Cash Receipts
P.O. Box 1489
Tallahassee, FL 32302-1489

If repayment is not made in a timely manner, the Board shall be entitled to charge interest at a lawful rate on the outstanding balance beginning 40 calendar days after the date of notification or discovery. If an overpayment is discovered while the agreement is still active, the Board may choose to recoup the overpayment from the next reimbursement request.

K. Recoupment of Funds: If the Participating Agency's noncompliance with any provision of this agreement results in additional costs or monetary loss to the Board or the State, the Board may recoup the costs or losses from reimbursement owed to the Participating Agency under this agreement. In the event additional costs or losses arise when no money is available under this agreement, the Participating Agency shall repay such costs to the Board in full within 30 days from the date of discovery or notification, unless the Board agrees, in writing, to an alternative timeframe.

3. Monitoring and Audit Requirements

This agreement is subject the monitoring activities and audits outlined below.

A. Monitoring: In addition to audits conducted under the Florida Single Audit Act, the Participating Agency agrees to cooperate and comply with any monitoring procedures or processes deemed appropriate by the Board. Monitoring activities may include, but is not limited to, site visits by Board staff, limited scope audits as defined by 2 CFR 200.425, or other appropriate procedures. In the event the Board determines a limited scope audit of the Participating Agency is appropriate, the Participating Agency agrees to comply with any additional instructions provided by the Board regarding such audit.

B. Chief Financial Officer and Auditor General: The Participating Agency agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by Florida's Chief Financial Officer or Auditor General.

C. Florida Single Audit Act: If the Participating Agency expends a total amount of state financial assistance equal to or more than $750,000 in a fiscal year, the Participating Agency must have a state single audit or project specific audit for such fiscal year. The audit shall be conducted in accordance with s. 215.97, F.S., Administrative Rule 69I-5, and Chapter 10.550, Rules of the Auditor General.

D. Determining State Financial Assistance Expenditures: In determining the state financial assistance expended in its fiscal year, the Participating Agency shall consider all sources of state financial assistance, including payments made from the Board and all other state agencies. State financial assistance does not include federal direct awards or federal funds passed through a state agency, which are subject to the federal audit requirements outlined in 2 CFR 200 Subpart F.

E. Elective Audits: If the Participating Agency expends less than $750,000 in total state financial assistance in a particular fiscal year, an audit Florida Single Audit is not required. However, if the Participating Agency elects to have an audit conducted in accordance with s. 215 97, F.S., the cost of the audit must be paid from the Participating Agency's own funds.

F. Annual Audit Certification: The Participating Agency shall provide a Single Audit Certification Form shall be submitted to the Board's grant manager as soon as the Participating Agency knows how much state financial assistance it expended in the fiscal year, but no later than June 30th each year.

G. Report Submission: Copies of reporting packages for audits conducted in accordance with the Florida Single Audit Act, s. 215.97, F.S., shall be submitted directly to the Auditor General at both electronically and a hard copy mailed to:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, FL 32399-1450

Information for filing electronically with the Auditor General is available on their website at https://floridaauditor.gov.

H. Annual Financial Reporting Requirements: The Participating Agency is required to submit their Annual Financial Report to the Department of Financial Services no later than nine months after the close of the Participating Agency's fiscal year. The Annual Financial Report shall be submitted to the Department of Financial Services through the Department's XBRL (LOGERx) system.

I. Monitoring and Audit-Specific Records Retention: The Participating Agency shall retain sufficient records demonstrating compliance with the monitoring and audit requirements outlined above for a period of five years from the date the monitoring report or audit is issued. The Participating Agency shall allow the Board, or its designee, the Florida Chief Financial Officer, or Florida Auditor General access to such records upon request. The Participating Agency shall also ensure that audit working papers are made available for a period of five years from the date the audit report was issued, unless extended in writing by the Board.

4. Mandatory Disclosures

This agreement is subject to the following disclosure and fraud-related conditions.

A. Legal Proceedings: The Participating Agency shall disclose in writing all civil or criminal litigation, investigations, arbitration, or administrative proceedings (collectively referred to as "proceedings") involving activities under this agreement, including any proceedings that involve contractors performing work under this agreement.

B. Duty of Disclosure: The duty to disclose proceedings involving activities under this award applies to each officer and director of the Participating Agency, as well as to each officer and director of a contractor performing work under this agreement. Details of settlements that are prevented from disclosure by the terms of the settlement must be annotated as such. If the existence of such proceeding causes the Board concern about the Participating Agency's ability or willingness to perform work under this agreement, then upon the Board's request, the Participating Agency shall provide the Board all reasonable assurances that: (a) the Participating Agency will be able to perform work in accordance with the terms and conditions of this agreement; and (b) the Participating Agency and/or its employees, agents, vendors, and contractors have not and will not engage in conduct which is similar in nature to the conduct alleged in such proceeding while performing work under this agreement.

C. Notification of Instances of Fraud: Upon discovery, the Participating Agency shall report all known or suspected instances of operational fraud, criminal activities, or mismanagement of award funds committed by the Participating Agency, its employees, or an agent, vendor, or contractor, to the Board within 24 hours of discovery.

D. Conflict of Interest: The Participating Agency shall establish safeguards to prohibit employees, officers, agents, or board members from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. No employee, officer, agent, or board member may solicit nor accept gratuities, favors, or anything of value from vendors/contractors under this agreement. The Participating Agency must disclose in

writing any actual or potential conflict of interest to the Board. Additionally, the Participating Agency must disclose all violations of state or federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this agreement.

E. Foreign Gifts and Contracts: The Participating Agency shall comply with any applicable disclosure requirements in s. 286.101, F.S.

5. Public Records Requirements

This agreement is subject to the following public records-related conditions.

A. Public Records Law: The Participating Agency must allow public access to all documents, papers, letters, or other material, made or received by the Participating Agency in accordance with this agreement unless the public records are exempt from access pursuant to Chapter 119, F.S., s. 24(a) of Article 1 of the Florida Constitution, or other applicable state or federal law. This requirement applies to all records regardless of the physical form, characteristics or means of transmission of the record. The Participating Agency shall provide copies of all requested documentation to the Board within 10 business days of the request. The Board may unilaterally terminate this agreement the Participating Agency refuses to allow public access to records as required by law.

B. Public Records Requests: All request to inspect or copy public records relating to this agreement must be made directly to Board. Notwithstanding any provisions to the contrary, disclosure of any records made or received by the state in conjunction with this agreement is governed by Public Records Law.

C. Exemption from Public Records: If the Participating Agency has a reasonable, legal basis to assert that any portion of any public record submitted to the Board is confidential, proprietary, trade secret, or other not subject to disclosure, the Participating Agency must simultaneously provide the Board with a separate redacted copy of the records the agency claims to be confidential and briefly describe in writing the grounds for the public record exemption, including the statutory citation for such exemption. Only the sections the Participating Agency claims are confidential shall be redacted. If the Participating Agency fails to submit a redacted copy of records, such action may constitute a waiver of any claim of confidentiality.

D. Requests for Redacted Records: If the Board receives a records request for records that include those marked as confidential, the Board will provide the Participating Agency's redacted copies to the requester. If a requester asserts a right to the portions of records claimed as confidential, the Board will notify the Participating Agency that such assertation has been made. It will be the Participating Agency's responsibility to assert that the portions of records in question are exempt under public records law or other legal authority. If the Board becomes subject to a demand for discovery or disclosure of the portion of records the Participating Agency claims as confidential in a legal proceeding, the Board will give the Participating Agency prompt notice of the demand, when possible, prior to releasing the portions of redacted records, unless the release is otherwise prohibited by law. The Participating Agency shall be responsible for defending its determination of record confidentiality. No right or remedy for damages against the Board may arise from any disclosure made by the Board based on the Participating Agency's failure to promptly, legally protect its claim of exemption.

E. Records Transfer: If the Participating Agency's record retention requirements terminate prior to the requirements stated herein the Participating Agency may meet the Board's record retention requirements by transferring its records to the Board at that time, and by destroying duplicate

records in accordance with s. 501.171, F.S., and if applicable s. 119.0701, F.S. The Participating Agency shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology.

F Applicability of Chapter 119, F.S.: If the Participating Agency has questions regarding the application of Chapter 119, F.S., and the Participating Agency's duty to provide public records relating to this agreement, the Participating Agency shall contact the Florida Department of Law Enforcement's Public Records Section at publicrecords@fdle.state.fl.us or via phone to (850) 410-7676.

6. Nonexpendable Property

This agreement is subject to the following conditions related to nonexpendable property. For the purposes of this section, nonexpendable property means equipment, fixtures, and other tangible personal property of a nonconsumable nature.

A. Procurement Guidelines: The Participating Agency shall adhere to their own established procurement policy, provided the policy is documented in writing. In absence of a written procurement policy the Participating Agency shall adhere to state procurement guidelines as applicable.

B. Property Supervision and Control: Pursuant to s. 273.03, F.S., the Participating Agency is the custodian of all nonexpendable property, and shall be primarily responsible for the supervision, control, and disposition of the property in their custody.

C. Maintenance of Property: The Participating Agency shall be responsible for the correct use of all nonexpendable property obtained using funds provided under this agreement. The Participating Agency shall also be responsible for the implementation of adequate maintenance procedures to keep the nonexpendable property in good operating condition.

D. Property Records: All nonexpendable property purchased under this agreement shall be listed in the property records of the Participating Agency. The Participating Agency shall inventory the nonexpendable property in accordance with their own inventory policy, provided it is inventoried at least annually. The property records shall include, at a minimum: property identification number, description of the item(s), physical location, name, make, manufacturer, year, and/or model, manufacturers serial number, date of acquisition, and the current condition of the item.

6. Subcontracts

Unless expressly approved in Section III of this agreement, or through the formal amendment process, the Participating Agency may not (1) subcontract any of the funds provided under this award to a third-party; (2) contract any of its duties or responsibilities under this award out to a third-party; or (3) assign any of the Participating Agency's rights or responsibilities herein, unless specifically permitted by law to do so. If this award includes approval in Section III to issue subcontracts, the following conditions apply:

A. Participating Agency Responsibilities: The Participating Agency agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this agreement. If Section III contains express approval to subcontract any of the work performed under this agreement it is understood by the Participating Agency that all such arrangements shall be evidenced by a written contract containing all provisions necessary to ensure the contractor's compliance with applicable state and federal laws. The Participating Agency agrees that all subcontractors performing work under this award shall be properly trained individuals who meet or exceed any specified training qualifications. The Participating Agency further agrees that the Board shall not be liable to the

contractor for all expenses and liabilities incurred under the contract and that the Participating Agency shall be solely liable to the contractor for all expenses and liabilities under the agreement between the Participating Agency and the third-party. If necessary, the Participating Agency, at its own expense, shall defend the Board against such claims.

B. Subcontractor Responsibilities: Subcontractors of state financial assistance are obligated to comply with the requirements outlined in this agreement for monitoring, auditing, records retention, and financial reporting.

C. Subcontractor Agreements: Agreements with subcontractors performing work under this award shall include, or be amended to include:

   a. A scope of work that clearly establishes the tasks and activities the subcontractor will perform.
   b. Specific deliverables related to the scope of work.
   c. The minimum level of performance required for each deliverable and the criteria that will be used to determine successful performance.
   d. The financial consequences that will apply if the minimum level of service is not attained.
   e. The financial consequences that will apply if the subcontractor fails to perform in accordance with the contract.
   f. Details on the rate of payment and how payments will be made by the Participating Agency to the subcontractor.

D. Required Documentation: The Participating Agency shall provide the Board copies of all subcontracts executed with entities performing work under this award and a completed DFS-A2-NS Form (Recipient/Subrecipient vs. Vendor Determination) with each subcontract. This form is required by the Florida Department of Financial Services and is used to determine the nature of the relationship with the third-party and if the Florida Single Audit Act requirements apply.

E. Subcontractor Invoices: Invoices submitted by a subcontractor must clearly identify the dates of service (the invoice period), a description of specific deliverables provided during the invoice period, the quantity of services provided (hours or units), and the associated payment amount specified in the agreement between the Participating Agency and the subcontractor.

7. Indemnification

This agreement is subject to the following indemnification-related conditions.

A. Limitations of Liability: The Participating Agency shall be fully liable for the actions of its agents, employees, partners, and subcontractors in the performance of activities under this agreement and shall fully indemnify, defend, and hold harmless the State of Florida and the Board, and their officers, agents, and employees from lawsuits, actions, damages, and costs of every name and description arising from or relating to personal injury or damage to real or personal tangible property alleged to be cause in whole or in part by the Participating Agency, its agents, employees, partners, or subcontractors in the performance of activities under this agreement. The Participating Agency shall not indemnify for that portion of any loss or damages proximately cause by the negligent act or omission of the State of Florida or the Board. Further the Participating Agency shall fully indemnify, defend, and hold harmless the State of Florida and the Board from any suits, actions, damages, and costs of every name and description including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right property by the Participating Agency. However, this obligation shall not apply to the Board's misuse or modification of the Participating Agency's products or the Board's operation or use of the

Participating Agency's products in a manner not consistent with this agreement. If any product is the subject of an infringement suit, or in the Participating Agency's opinion is likely to become subject to such suit, the Participating Agency may at its sole expenses procure for the Board the right to continue using the product or to modify it to become non-infringing. If the Participating Agency is not reasonably able to modify or otherwise secure the Board the right to continue using the product, the Participating Agency shall remove the product and refund the Board the amounts paid in excess of a reasonable rental rate for past use. The Board will not be liable for any royalties. The Participating Agency's obligations under this condition with respect to any legal action are contingent upon the State of Florida or the Board giving the Participating Agency: (a) written notice any action or threatened action; (b) the opportunity to take over and settle or defend such action at the Participating Agency's sole expense; and (c) assistance in defending the action at the Participating Agency's sole expense. The Participating Agency shall not be liable for any cost, expense, or compromise incurred or made by the State of Florida or the Board in any legal action without the Participating Agency's prior consent, which shall not be unreasonably withheld.

B. Sovereign Immunity: Nothing in this agreement shall be construed to affect in any way the Participating Agency's rights, privileges, and immunities under the doctrine of sovereign immunity as set forth in s. 768.28, F.S.

8. Termination and Force Majeure

This agreement is subject to the following termination-related conditions.

A. Corrective Action: The Board will notify the Participating Agency in writing if corrective action is required for any area of noncompliance, nonperformance, or unacceptable performance of work under this agreement. Failure to implement the necessary corrective action, or improve performance of work, in accordance with the corrective action plan may result in termination of the agreement.

B. Termination for Cause: The Board may, at its sole discretion and upon providing written notice to the Participating Agency, terminate the agreement if the Participating Agency fails to: (a) satisfactorily complete the deliverables within the project period of the agreement; (b) maintain adequate progress, thus endangering performance of the agreement; (c) honor any term or condition of the agreement; or (d) abide by any statutory, regulatory, or other requirement of the agreement.

C. Termination for Lack of Funds: If funding for this agreement is withdrawn or redirected by the Legislature, the Board shall provide written notice to the Participating Agency at the earliest possible time. The lack of funds shall not constitute a default by the Board or the State of Florida.

D. Termination for Convenience: The Board may terminate this agreement, in whole or in part, by providing written notice to the Participating Agency that it is in the Board's or State of Florida's best interest to do so. The Participating Agency may also terminate this agreement by providing a written notice to the Board's grant manager that explicitly states the desire to rescind the agreement, reason for termination, and acknowledges that no further reimbursement will be paid to the Participating Agency under this award.

E. Participating Agency's Responsibilities Upon Termination: If the Board issues a notice of termination to the Participating Agency, except as otherwise specified by the Board in that notice, the Participating Agency shall: (a) stop work under this agreement on the date and to the extent specified in the notice; (b) complete performance of such part of the work the Board does not terminate (if any); (c) take such action as may be necessary, or as the Board may specify, to protect

and preserve any property which is in the possession of the Participating Agency and in which the Board has or may acquire an interest; and (d) transfer, assign, or make available to the Board all property and materials belonging to the Board upon the effective date of the termination of this agreement. The Participating Agency is not entitled to recover any cancellation charges or lost profits. No extra compensation will be paid to the Participating Agency for its services in connection with such transfer or assignment.

F. Severability: If any provision of this agreement, in whole or in part, is held to be void or unenforceable by a court of competent jurisdiction, that provision will be enforced only to the extend that it is not in violation of law or not otherwise unenforceable, and all other provisions remain in full force and effect.

G. Survival: Any right or obligation of the Board or the Participating Agencies in this agreement which, by its express terms or nature and context, is intended to survive termination or expiration of this agreement, will survive any such termination or expiration.

H. Force Majeure: Neither the Board nor the Participating Agency shall be liable to the other for any delay or failure to perform under this agreement if such delay or failure is neither the fault nor cause by the negligence of either party (including their employees or agents) and the delay is due to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond either parties control. This extends to contractors and suppliers if no alternate source of supply is available. However, in the event a delay arises from one of the foregoing causes, the Board or the Participating Agency shall take all reasonable measures to mitigate any and all resulting damages, costs, delays, or disruptions to the performance of activities under this agreement.

I. Notice of Delay from Force Majeure: In the case of any delay the Participating agency believes is excusable under the condition above, the Participating Agency shall notify the Board in writing of the delay or potential delay and the cause of the delay within 10 calendar days after the cause that creates or will create (in the case of predictability) the delay arose. The foregoing shall constitute the Participating Agency's sole remedy or excuse with respect to the delay. The Board, at its sole discretion, will determine if the delay is excusable under this section and will notify the Participating Agency of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Board. The Participating Agency will not be entitled to an increase in the award amount or payment of any kind from the Board for any reason. If performance is suspended or delayed, in whole or in part, due to one of the force majeure causes, after the causes have ceased to exist, the Participating agency shall resume performance unless the Board determines, at its sole discretion, that the delay will significantly impair the ability of the Participating Agency to timely complete its obligations under this agreement. In that case, the Board may terminate the agreement in whole or in part. If the delay is excusable under this section, the delay will not result in any additional charge or cost under this agreement to the Board.

SECTION XI: SIGNATURES

In witness whereof, the Board and Participating Agency affirm they each have ready and agree to the conditions set forth in Section IX and Section X of this agreement, have read and understand the agreement in its entirety, and have executive this agreement by their duly authorized officers on the date, month, and year set out below.

Modifications to this page, including strikeovers, whiteout, etc. are not permitted.

Award ID: IG127 **Award Amount:** $545,668.00

Participating Agency
Boynton Beach Police Department

This award is not valid until it is signed and dated by either the Chief Official or designee below. Any designee signatures must be accompanied by documentation that grants the individual the authority to execute this agreement.

Participating Agency Chief Official

Signature: _____ Date: 8/3/26

Typed Name and Title: Rebecca Shelton, Mayor

*** If using a designee, sign the Chief Official Designee section below***

Participating Agency Chief Official Designee

Signature: _____ 8/3/26 Sign Here

Printed Name and Title: Joseph DeGiulio, Police Chief

Additional Participating Agency Signatures (optional)

If your local process requires additional signatures (i.e., legal, clerk, etc.) use the spaces below.

Signature: _____ Date: 7/28/26

Printed Name and Title: Stacey Weinger, Deputy City Attorney

Signature: _____ Date: 8/3/26

Printed Name and Title: Tammy Stanzione, City Clerk

State Board of Immigration Enforcement

As of the date signed below this award has completed its statutorily required approval process. The Participating Agency may begin claiming reimbursement for allowable expenses in accordance with the terms and conditions of this agreement.

Signature: _____ Date: 8/11/2026

Printed Name and Title: Felicia Pinnock, Senior Management Analyst Supervisor

RESOLUTION NO. R22-168

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO SIGN THE MASTER SERVICES AND PURCHASING AGREEMENT AND ADDENDUM FOR THE SOLE SOURCE PURCHASE OF EQUIPMENT AND SERVICES FOR AXON ENTERPRISES, INC IN THE AMOUNT OF $2,975,499.49 OVER A 60-MONTH CONTRACT TERM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Boynton Beach Police Department is requesting to continue and expand the Police Department's current Axon related product inventory of body worn cameras, add Axon Fleet (in-car cameras), less lethal Taser and the storage of related data within Evidence.com; and

WHEREAS, currently the Police Department has 80 Body Worn Cameras and this will increase to 125 cameras, increasing the number of officers equipped with the camera; and

WHEREAS, in addition, the department will outfit a total of 100 marked patrol vehicles with in-car cameras and receive all new Tasers; and

WHEREAS, this Agreement and Addendum will supersede all prior Agreements with Axon; and

WHEREAS, the City Commission of the City of Boynton Beach, Florida, upon the recommendation of staff, deems it to be in the best interests of the City residents to approve and authorize the City Manager to sign the Master Services and Purchasing Agreement and Addendum for the sole source purchase of equipment and services for Axon Enterprises, Inc in the amount of $2,975,499.49 over a 60-month contract term.

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

Section 1. Each Whereas clause set forth above is true and correct and incorporated herein by this reference.

Section 2. The City Commission of the City of Boynton Beach, Florida does hereby approve and authorize the City Manager to sign the Master Services and Purchasing

Agreement and Addendum, which supercedes all prior Agreements with Axon, for the sole source purchase of equipment and services for Axon Enterprises, Inc in the amount of $2,975,499.49 over a 60-month contract term. A copy of the Master Services and Purchasing Agreement and Addendum is attached hereto and incorporated herein as Exhibit "A".

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

PASSED AND ADOPTED this 14th day of November, 2022.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	Absent	
Vice Mayor – Angela Cruz	✓	
Commissioner – Woodrow L. Hay	✓	
Commissioner – Thomas Turkin	✓	
Commissioner – Aimee Kelley	✓	
VOTE	4-0	

ATTEST:

Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

For Ty Penserga
Mayor

APPROVED AS TO FORM:

Michael D. Cirullo, Jr.
City Attorney

ADDENDUM TO MASTER SERVICES AND PURCHASING AGREEMENT

THIS ADDENDUM ("Addendum"), is dated November 14, 2022, and is entered into by and between:

> **THE CITY OF BOYTNON BEACH**, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as "CITY,"
>
> and
>
> **AXON ENTERPRISE, INC.**, a For Profit Corporation registered in the State of Delaware with a principal address of 17800 N 85th St., Scottsdale, Arizona 85255 ("VENDOR").
>
> The CITY and VENDOR shall be collectively referred to herein as the "Parties" and individually as a "Party."

WHEREAS, the CITY desires to purchase safety video surveillance solutions with related equipment, software and accessories, as more particularly described in VENDOR's proposal Q-385041-44860.550DB, attached hereto as **Exhibit "A"**; and,

WHEREAS, the CITY currently utilizes VENDOR's unique and proprietary solutions, equipment, and software on an on-going basis and desires to obtain additional commodities as more particularly described in **Exhibit "A"**, which must be compatible with the CITY's existing equipment and systems; and,

WHEREAS, CITY Purchasing Policy Section X., entitled "Alternatives to Formal Sealed Bids," allows an award for Commodities, Services, or a construction item without competition when it is determined that there is only one source available; and,

WHEREAS, the CITY desires to procure the needed commodities from VENDOR in order to ensure efficiency, compatibility, and to allow the CITY to realize cost savings now and in the future; and,

WHEREAS, the Parties wish to incorporate and supplement the requirements set forth in the Master Services and Purchasing Agreement (this Addendum and the Master Services Agreement may be collectively referred to herein as "Agreement") with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the Parties agree as follows:

1. **Term and Termination**. The term of this Agreement shall begin on January 1, 2023, and continue for a sixty (60) month period as more specifically described **Exhibit "A"**. The term of the Agreement shall not automatically renew, any renewal must be in writing

and will not be effective until fully executed by the Parties. The Agreement may be terminated by CITY for convenience, upon providing thirty (30) days written notice of such termination to VENDOR, in which event VENDOR shall be paid its compensation for products provided and services performed to termination date including services reasonably related to termination as set forth in the Agreement.

2. **Payment Terms**. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes. The CITY shall not be subject to late charges for past due amounts in excess of one percent (1%) as provided for in §218.74, Florida Statutes. Prices applicable to CITY do not include applicable state and local sales, use and related taxes. The CITY is exempt from state and local sales and use taxes and shall not be invoiced for the same. Upon request CITY will provide Company with proof of tax-exempt status.

3. **Governing Law and Venue**. The Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to the Agreement shall be in Palm Beach County, Florida.

3. **Public Records**. VENDOR shall comply with the applicable provisions of Chapter 119, Florida Statutes. Specifically, VENDOR shall:

3.1 Keep and maintain public records required by the CITY in order to perform the service;

3.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;

3.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the VENDOR does not transfer the records to the CITY; and

3.4 Upon completion of the contract, transfer, at no cost to the CITY, all public records in possession of the VENDOR, or keep and maintain public records required by the CITY to perform the service. If the VENDOR transfers all public records to the CITY upon completion of the contract, the VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the VENDOR keeps and maintains public records upon completion of the contract, the VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically 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.

3.5 The failure of VENDOR to comply with the provisions set forth in the Agreement shall constitute a Default and Breach of the Agreement, for which, the CITY may terminate the Agreement. **Failure to comply with said statutory requirements may subject VENDOR to penalties under 119.10, Florida Statutes, as amended.**

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

CITY CLERK
PO BOX 310
BOYNTON BEACH, FLORIDA, 33425
561-742-6061
CITYCLERK@BBFL.US

4. **Notice**. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CITY designates the following as the respective places for giving of notice:

For CITY:
City Manager
City of Boynton Beach
100 East Ocean Ave,
Boynton Beach, Florida 33435
Telephone No. (561) 742-6000

With copy to:
City Attorney
Michael D. Cirullo, Jr., Esquire
Goren, Cherof, Doody & Ezrol, P.A.
3099 E. Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308
Telephone No. (954) 771-4500

5. **Confidentiality**. The confidentiality obligations set forth in **Exhibit "A"** shall be binding to the extent permitted by applicable laws, including Ch. 119, Florida Statutes.

6. **Compliance with Laws**. VENDOR hereby warrants and agrees, that at all times material to the Agreement, VENDOR shall perform its obligations in compliance with all applicable federal, state, local laws, rules and regulations. Non-compliance may constitute a material breach of the Agreement.

7. **Sovereign Immunity**. Nothing contained in **Exhibit "A"**, the Master Services and Purchasing Agreement, nor contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.

8. **Scrutinized Companies**. VENDOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations with Syria. In accordance with §287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

8.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to §215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

8.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

8.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to §215.473, Florida Statutes; or

8.2.2 Is engaged in business operations in Syria.

9. **Employment Eligibility**. VENDOR certifies that it is aware of and complies with the applicable requirements of §448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

9.1 **Definitions for this Section**.

9.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

9.1.2 "Contractor" includes, but is not limited to, a vendor or consultant.

9.1.3 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

9.1.4 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating

employers to electronically verify the employment eligibility of newly hired employees.

9.2 **Registration Requirement; Termination**. Pursuant to §448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

9.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

9.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Boyton Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Boyton Beach; and

9.2.3 The Contractor shall comply with the provisions of Section 448.095, Florida Statutes., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

10. **Attorneys' Fees**. In the event that either Party brings suit for enforcement of the Agreement or for collection of payment, each Party shall bear its own attorney's fees and court cost. Any counsel retained by VENDOR shall be reasonably satisfactory to CITY and CITY reserves the right to approve the settlement of any claim related to Agreement.

11. **Insurance**. In order to be approved by the CITY to perform services on City property, VENDOR must maintain at your sole expense all necessary insurance in such form and amount as required by City's Risk Management Department which includes, but is not limited to, General Liability Insurance, in the amount of one million dollars ($1,000,000) per occurrence, general aggregate combined single limit for Automobile liability, including premises and operation, as well as Products Completed/Operations Aggregate, and Personal Advertising Injury; and, all

other insurance coverage reasonably required by the CITY, including Workers' Compensation, Employers' Liability Insurance, Umbrella/Excess Liability Insurance, and Professional Liability when appropriate. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability. The CITY shall be named as an additional insured with respect to General Liability on all insurance policies. The coverage shall contain no limitations on the scope of protection afforded the CITY, its officers, officials, employees or volunteers. A current valid insurance policy meeting the requirements herein must be maintained in order for VENDOR to remain in compliance, and shall be endorsed to state that coverage shall not be suspended, voided or cancelled by either party, reduced in coverage in limits except after thirty (30) days prior written notice by either certified mail, return receipt requested, has been given to the CITY.

12. **Access to Records.** Upon request and reasonable notice, CITY shall have access and the right to examine any books, documents, accounting records, data, logs, reports and other records directly pertinent to payments made pursuant to the Agreement during the term of the Agreement during normal business hours, until the expiration of five (5) years after final payment hereunder unless all records are transferred to CITY upon termination of Agreement.

13. **Equal Opportunity**. VENDOR shall comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, color, creed, religion, national origin, ancestry, age above the age of 21, sexual orientation, gender identity or expression, marital status, pregnancy, familial status, veterans status, political affiliation, or physical or mental disability and such person's association with members of such classes or in retaliation for or opposition to any such practices against any employee of, any CITY employee working with, or applicant for employment or any other factor which cannot be lawfully used as a basis for service delivery.

14. **Entire Agreement**. The Parties agree that **Exhibit "A"**, the Master Services and Purchasing Agreement, and this Addendum represents the entire and integrated agreement between CITY and VENDOR and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement is intended by the Parties hereto to be final expression of the Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

15. **Conflict**. In the event of any conflict or ambiguity by and between the terms and provisions of **Exhibit "A"**, the Master Services and Purchasing Agreement, and this Addendum, the Parties agree the terms and provisions contained in this Addendum shall control to the extent of any such conflict or ambiguity.

16. **Binding Authority**. Each person signing this on behalf of either party individually warrants that he or she has full legal power to execute this Addendum on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Addendum.

17. **Counterparts and Execution**. The Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be

an original and together shall constitute one and the same agreement. Execution and delivery of the Agreement by the Parties shall be legally binding, valid and effective

upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

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

ATTEST:

CITY OF BOYNTON BEACH

BY: _____

Approved as to form:

4/14/22
DATE

CITY ATTORNEY

WITNESSED BY:

Natalie Fada
Print name

Jennifer L Carstens
Print name

AXON ENTERPRISE, INC., a Delaware For Profit Company

BY: _____

STATE OF Arizona)
) SS
COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me by means of X physical presence or ____online notarization, this 8th day of November, 2022 by Robert E. Driscoll, Jr. as AXON ENTERPRISE, INC., a Delaware For Profit Corporation, on behalf of the company, who is personally known to me or has produced n/a as identification.

SWORN TO AND SUBSCRIBED BEFORE ME this 8th day of November, 2022.

ELIZABETH LUNA
Notary Public - Arizona
Maricopa County
Commission # 578489
My Comm. Expires Mar 25, 2024

NOTARY PUBLIC

3/25/24
My Commission Expires:

578489
Serial Number, if any:

EXHIBIT "A"

[Q-385041-44860.550DB]

"Exhibit A"

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-385041-44860.550DB

Issued: 10/26/2022
Quote Expiration: 11/18/2022
Estimated Contract Start Date: 01/01/2023

Account Number: 111065
Payment Terms: N30
Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Delivery-2100 High Ridge Rd 2100 High Ridge Rd Boynton Beach, FL 33426-8820 USA	Boynton Beach Police Dept. - FL PO Box 310 Boynton Beach, FL 33425-0310 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Daniel Blair Phone: Email: dblair@axon.com Fax:	Karl Maracotta Phone: (561) 742-6170 Email: maracottak@bbfl.us Fax: (561) 742-6185

Quote Summary

Program Length	60 Months
TOTAL COST	$2,975,499.49
ESTIMATED TOTAL W/ TAX	$2,975,499.49

Discount Summary

Average Savings Per Year	$271,786.13
TOTAL SAVINGS	$1,358,930.64

Payment Summary

Date	Subtotal	Tax	Total
Dec 2022	$561,500.09	$0.00	$561,500.09
Dec 2023	$603,499.85	$0.00	$603,499.85
Dec 2024	$603,499.85	$0.00	$603,499.85
Dec 2025	$603,499.85	$0.00	$603,499.85
Dec 2026	$603,499.85	$0.00	$603,499.85
Total	**$2,975,499.49**	**$0.00**	**$2,975,499.49**

Quote List Price:	**$4,334,430.13**
Quote Subtotal:	**$2,975,499.49**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Term	Qty	List Price	Net Price	Subtotal	Tax	Total
AB3 Camera Bundle								
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		275	$0.00	$0.00	$0.00	$0.00	$0.00
73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK		8	$0.00	$0.00	$0.00	$0.00	$0.00
73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK		250	$699.00	$251.64	$62,910.00	$0.00	$62,910.00
74022	SM POCKET MOUNT, 4 IN, AXON RAPIDLOCK		150	$0.00	$0.00	$0.00	$0.00	$0.00
11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK		30	$0.00	$0.00	$0.00	$0.00	$0.00
11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK		30	$0.00	$0.00	$0.00	$0.00	$0.00
AB3 Multi Bay Dock Bundle								
74210	AXON BODY 3 - 8 BAY DOCK		16	$1,495.00	$560.62	$8,969.92	$0.00	$8,969.92
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK		16	$0.00	$0.00	$0.00	$0.00	$0.00
Body Worn Camera TAP Bundle								
80464	EXT WARRANTY, CAMERA (TAP)	60m	125	$700.20	$515.96	$64,495.00	$0.00	$64,495.00
73309	AXON CAMERA REFRESH ONE		129	$741.00	$546.03	$70,437.87	$0.00	$70,437.87
73310	AXON CAMERA REFRESH TWO		129	$768.00	$565.92	$73,003.68	$0.00	$73,003.68
80464	EXT WARRANTY, CAMERA (TAP)	60m	4	$700.20	$515.96	$2,063.84	$0.00	$2,063.84
Pro License Bundle								
73746	PROFESSIONAL EVIDENCE.COM LICENSE	60m	25	$2,340.00	$2,340.00	$58,500.00	$0.00	$58,500.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	60m	75	$0.00	$0.00	$0.00	$0.00	$0.00
Basic License Bundle								
73840	EVIDENCE.COM BASIC LICENSE	60m	31	$900.00	$900.00	$27,900.00	$0.00	$27,900.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	60m	31	$0.00	$0.00	$0.00	$0.00	$0.00
Fleet 3 Advanced Renewal								
80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	58m	8	$986.00	$790.41	$6,323.28	$0.00	$6,323.28
80402	RESPOND DEVICE LICENSE - FLEET 3	58m	4	$870.00	$697.42	$2,789.68	$0.00	$2,789.68
80401	FLEET 3, ALPR LICENSE, 1 CAMERA	58m	4	$2,842.00	$2,278.25	$9,113.00	$0.00	$9,113.00
80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	47m	4	$421.12	$337.58	$1,350.32	$0.00	$1,350.32
73392	FLEET 3 UPGRADE INSTALLATION (PER VEHICLE)		4	$800.00	$641.31	$2,565.24	$0.00	$2,565.24
80400	FLEET, VEHICLE LICENSE	58m	4	$1,160.00	$929.90	$3,719.60	$0.00	$3,719.60
72040	FLEET REFRESH, 2 CAMERA KIT		4	$2,643.00	$2,118.72	$8,474.88	$0.00	$8,474.88
Fleet 3 Advanced								
80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	58m	192	$986.00	$748.90	$143,788.80	$0.00	$143,788.80
80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	47m	3	$421.12	$319.86	$959.58	$0.00	$959.58
80401	FLEET 3, ALPR LICENSE, 1 CAMERA	58m	96	$2,842.00	$2,158.60	$207,225.60	$0.00	$207,225.60
80402	RESPOND DEVICE LICENSE - FLEET 3	58m	96	$870.00	$660.80	$63,436.80	$0.00	$63,436.80
72036	FLEET 3 STANDARD 2 CAMERA KIT		96	$2,495.00	$1,895.04	$181,923.84	$0.00	$181,923.84
72034	FLEET SIM INSERTION, VZW		96	$15.00	$11.39	$1,093.44	$0.00	$1,093.44
11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD		96	$1,509.00	$1,146.14	$110,029.44	$0.00	$110,029.44

Item	Description	Term	Qty	List Price	Net Price	Subtotal	Tax	Total
71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL		96	$249.00	$189.12	$18,155.52	$0.00	$18,155.52
73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)		96	$1,200.00	$911.44	$87,498.24	$0.00	$87,498.24
72040	FLEET REFRESH, 2 CAMERA KIT		96	$2,643.00	$2,007.46	$192,716.16	$0.00	$192,716.16
70112	AXON SIGNAL UNIT		96	$279.00	$211.91	$20,343.36	$0.00	$20,343.36
72036	FLEET 3 STANDARD 2 CAMERA KIT		3	$2,495.00	$1,895.04	$5,685.12	$0.00	$5,685.12
80379	EXT WARRANTY, AXON SIGNAL UNIT	47m	96	$54.52	$41.41	$3,975.36	$0.00	$3,975.36
80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	47m	96	$421.12	$319.86	$30,706.56	$0.00	$30,706.56
72040	FLEET REFRESH, 2 CAMERA KIT		3	$2,643.00	$2,007.46	$6,022.38	$0.00	$6,022.38
80400	FLEET, VEHICLE LICENSE	58m	96	$1,160.00	$881.06	$84,581.76	$0.00	$84,581.76
2021 - OFFICER SAFETY PLAN 7								
73746	PROFESSIONAL EVIDENCE.COM LICENSE	60m	125	$2,340.00	$1,904.42	$238,052.50	$0.00	$238,052.50
73687	EVIDENCE.COM VIEWER LICENSE	60m	1	$300.00	$244.16	$244.16	$0.00	$244.16
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	60m	125	$1,440.00	$1,171.95	$146,493.75	$0.00	$146,493.75
73449	RESPOND DEVICE LICENSE	60m	125	$300.00	$244.16	$30,520.00	$0.00	$30,520.00
73638	STANDARDS ACCESS LICENSE	60m	125	$540.00	$439.48	$54,935.00	$0.00	$54,935.00
75015	SIGNAL SIDEARM KIT		125	$249.00	$202.65	$25,331.25	$0.00	$25,331.25
71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK		250	$1.00	$0.81	$202.50	$0.00	$202.50
80464	EXT WARRANTY, CAMERA (TAP)	60m	125	$420.00	$341.82	$42,727.50	$0.00	$42,727.50
73309	AXON CAMERA REFRESH ONE		129	$741.00	$603.07	$77,796.03	$0.00	$77,796.03
73310	AXON CAMERA REFRESH TWO		129	$768.00	$625.04	$80,630.16	$0.00	$80,630.16
80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	49m	16	$612.50	$498.49	$7,975.84	$0.00	$7,975.84
73689	MULTI-BAY BWC DOCK 1ST REFRESH		16	$1,585.00	$1,289.96	$20,639.36	$0.00	$20,639.36
73688	MULTI-BAY BWC DOCK 2ND REFRESH		16	$1,643.00	$1,337.16	$21,394.56	$0.00	$21,394.56
80464	EXT WARRANTY, CAMERA (TAP)	60m	4	$420.00	$341.82	$1,367.28	$0.00	$1,367.28
20050	HOOK-AND-LOOP TRAINING (HALT) SUIT		3	$789.75	$642.74	$1,928.22	$0.00	$1,928.22
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		375	$38.95	$31.70	$11,887.50	$0.00	$11,887.50
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		375	$38.95	$31.70	$11,887.50	$0.00	$11,887.50
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R		125	$1,810.00	$477.07	$59,633.75	$0.00	$59,633.75
20248	TASER 7 EVIDENCE.COM LICENSE	60m	125	$300.00	$244.16	$30,520.00	$0.00	$30,520.00
80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)		2	$157.95	$128.55	$257.10	$0.00	$257.10
20248	TASER 7 EVIDENCE.COM LICENSE	60m	2	$300.00	$244.16	$488.32	$0.00	$488.32
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R		4	$1,810.00	$1,473.07	$5,892.28	$0.00	$5,892.28
22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS		50	$50.23	$40.88	$2,044.00	$0.00	$2,044.00
22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		50	$50.23	$40.88	$2,044.00	$0.00	$2,044.00
80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7		2	$78.98	$64.28	$128.56	$0.00	$128.56
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		250	$38.95	$31.70	$7,925.00	$0.00	$7,925.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		250	$38.95	$31.70	$7,925.00	$0.00	$7,925.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		250	$38.95	$31.70	$7,925.00	$0.00	$7,925.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		250	$38.95	$31.70	$7,925.00	$0.00	$7,925.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		250	$38.95	$31.70	$7,925.00	$0.00	$7,925.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		250	$38.95	$31.70	$7,925.00	$0.00	$7,925.00

Item	Description	Term	Qty	List Price	Net Price	Subtotal	Tax	Total
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		250	$38.95	$31.70	$7,925.00	$0.00	$7,925.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		250	$38.95	$31.70	$7,925.00	$0.00	$7,925.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		250	$38.95	$31.70	$7,925.00	$0.00	$7,925.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		250	$38.95	$31.70	$7,925.00	$0.00	$7,925.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	$1,495.00	$1,216.71	$1,216.71	$0.00	$1,216.71
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	$1,495.00	$1,216.71	$1,216.71	$0.00	$1,216.71
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	$1,495.00	$1,216.71	$1,216.71	$0.00	$1,216.71
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	$1,495.00	$1,216.71	$1,216.71	$0.00	$1,216.71
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	$1,495.00	$1,216.71	$1,216.71	$0.00	$1,216.71
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		250	$38.95	$31.70	$7,925.00	$0.00	$7,925.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		250	$38.95	$31.70	$7,925.00	$0.00	$7,925.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		250	$38.95	$31.70	$7,925.00	$0.00	$7,925.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		250	$38.95	$31.70	$7,925.00	$0.00	$7,925.00
20018	TASER 7 BATTERY PACK, TACTICAL		150	$90.56	$73.70	$11,055.00	$0.00	$11,055.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		1	$375.00	$305.20	$305.20	$0.00	$305.20
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		1	$375.00	$305.20	$305.20	$0.00	$305.20
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		1	$375.00	$305.20	$305.20	$0.00	$305.20
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		1	$375.00	$305.20	$305.20	$0.00	$305.20
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		1	$375.00	$305.20	$305.20	$0.00	$305.20
74200	TASER 7 6-BAY DOCK AND CORE		2	$1,500.00	$1,220.78	$2,441.56	$0.00	$2,441.56
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		2	$43.90	$35.73	$71.46	$0.00	$71.46
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK		2	$10.45	$8.50	$17.00	$0.00	$17.00
20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	60m	125	$150.00	$122.08	$15,260.00	$0.00	$15,260.00
20062	TASER 7 HOLSTER - BLACKHAWK, RIGHT HAND		125	$84.24	$68.56	$8,570.00	$0.00	$8,570.00
80395	EXT WARRANTY, TASER 7 HANDLE	49m	125	$322.42	$1,258.40	$157,300.00	$0.00	$157,300.00
80395	EXT WARRANTY, TASER 7 HANDLE	49m	4	$322.42	$262.40	$1,049.60	$0.00	$1,049.60
80374	EXT WARRANTY, TASER 7 BATTERY PACK	49m	150	$21.56	$17.55	$2,632.50	$0.00	$2,632.50
80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	49m	2	$322.42	$262.40	$524.80	$0.00	$524.80
2021 Taser 7 Certification Bundle								
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		75	$38.95	$0.00	$0.00	$0.00	$0.00
80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	49m	1	$322.42	$0.00	$0.00	$0.00	$0.00
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R		25	$1,810.00	$0.00	$0.00	$0.00	$0.00
20248	TASER 7 EVIDENCE.COM LICENSE	60m	25	$300.00	$0.00	$0.00	$0.00	$0.00
80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)		1	$157.95	$0.00	$0.00	$0.00	$0.00
20248	TASER 7 EVIDENCE.COM LICENSE	60m	1	$300.00	$0.00	$0.00	$0.00	$0.00
22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS		25	$50.23	$0.00	$0.00	$0.00	$0.00
22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-		25	$50.23	$0.00	$0.00	$0.00	$0.00

Item	Description	Term	Qty	List Price	Net Price	Subtotal	Tax	Total
	DEGREE) NS							
80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7		1	$78.98	$0.00	$0.00	$0.00	$0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		50	$38.95	$0.00	$0.00	$0.00	$0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		50	$38.95	$0.00	$0.00	$0.00	$0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		50	$38.95	$0.00	$0.00	$0.00	$0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		50	$38.95	$0.00	$0.00	$0.00	$0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		50	$38.95	$0.00	$0.00	$0.00	$0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		50	$38.95	$0.00	$0.00	$0.00	$0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		50	$38.95	$0.00	$0.00	$0.00	$0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		50	$38.95	$0.00	$0.00	$0.00	$0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		50	$38.95	$0.00	$0.00	$0.00	$0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		50	$38.95	$0.00	$0.00	$0.00	$0.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		50	$38.95	$0.00	$0.00	$0.00	$0.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		50	$38.95	$0.00	$0.00	$0.00	$0.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		50	$38.95	$0.00	$0.00	$0.00	$0.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		50	$38.95	$0.00	$0.00	$0.00	$0.00
20018	TASER 7 BATTERY PACK, TACTICAL		30	$90.56	$0.00	$0.00	$0.00	$0.00
20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	60m	25	$150.00	$0.00	$0.00	$0.00	$0.00
74200	TASER 7 6-BAY DOCK AND CORE		1	$1,500.00	$0.00	$0.00	$0.00	$0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		1	$43.90	$0.00	$0.00	$0.00	$0.00
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK		1	$10.45	$0.00	$0.00	$0.00	$0.00
20067	TASER 7 HOLSTER - BLACKHAWK, LEFT HAND		23	$84.24	$0.00	$0.00	$0.00	$0.00
20062	TASER 7 HOLSTER - BLACKHAWK, RIGHT HAND		2	$84.24	$0.00	$0.00	$0.00	$0.00
80395	EXT WARRANTY, TASER 7 HANDLE	49m	25	$322.42	$0.00	$0.00	$0.00	$0.00
80374	EXT WARRANTY, TASER 7 BATTERY PACK	49m	30	$21.56	$0.00	$0.00	$0.00	$0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		75	$38.95	$0.00	$0.00	$0.00	$0.00
Individual Items								
73682	AUTO TAGGING LICENSE	60m	125	$540.00	$540.00	$67,500.00	$0.00	$67,500.00
73478	REDACTION ASSISTANT USER LICENSE	60m	125	$540.00	$478.05	$59,756.25	$0.00	$59,756.25
11642	THIRD-PARTY VIDEO SUPPORT LICENSE	60m	181	$540.00	$97.66	$17,676.46	$0.00	$17,676.46
100165	UNLIMITED 3RD-PARTY STORAGE	60m	181	$900.00	$0.00	$0.00	$0.00	$0.00
100112	AXON AIR, E.COM PILOT DATA LIC	60m	5	$1,800.00	$0.00	$0.00	$0.00	$0.00
80462	FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP	2m	96	$216.00	$216.00	$20,736.00	$0.00	$20,736.00
80477	FLEET 3 ADVANCED RENEWAL WITH TAP TRUE UP	2m	4	$102.48	$102.48	$409.92	$0.00	$409.92
11641	CRADLEPOINT, NETCLOUD, RENEWAL, ANNUAL	32m	4	$480.00	$480.00	$1,920.00	$0.00	$1,920.00
73390	TRANSFERRED WARRANTY, CRADLEPOINT ROUTER		4	$0.00	$0.00	$0.00	$0.00	$0.00

Item	Description	Term	Qty	List Price	Net Price	Subtotal	Tax	Total
72036	FLEET 3 STANDARD 2 CAMERA KIT		4	$2,495.00	$0.00	$0.00	$0.00	$0.00
80223	INACTIVE CHANNEL ACCESS LICENSE		2	$5,000.00	$0.00	$0.00	$0.00	$0.00
85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)		2	$3,750.00	$3,750.00	$7,500.00	$0.00	$7,500.00
73897	STANDARDS SERVICE, PREMIUM		1	$30,000.00	$30,000.00	$30,000.00	$0.00	$30,000.00
73638	STANDARDS ACCESS LICENSE	60m	31	$540.00	$540.00	$16,740.00	$0.00	$16,740.00
73893	STANDARDS LICENSE, NON-SWORN	60m	69	$1,200.00	$0.00	$0.00	$0.00	$0.00
73449	RESPOND DEVICE LICENSE	60m	125	$300.00	$0.00	$0.00	$0.00	$0.00
11703	MINI MOLLE MOUNT, AXON RAPIDLOCK		40	$29.95	$0.00	$0.00	$0.00	$0.00
Total						**$2,975,499.49**	**$0.00**	**$2,975,499.49**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
2021 - OFFICER SAFETY PLAN 7	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	125	12/01/2022
2021 - OFFICER SAFETY PLAN 7	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	4	12/01/2022
2021 - OFFICER SAFETY PLAN 7	20018	TASER 7 BATTERY PACK, TACTICAL	150	12/01/2022
2021 - OFFICER SAFETY PLAN 7	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	3	12/01/2022
2021 - OFFICER SAFETY PLAN 7	20062	TASER 7 HOLSTER - BLACKHAWK, RIGHT HAND	125	12/01/2022
2021 - OFFICER SAFETY PLAN 7	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	375	12/01/2022
2021 - OFFICER SAFETY PLAN 7	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	250	12/01/2022
2021 - OFFICER SAFETY PLAN 7	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	375	12/01/2022
2021 - OFFICER SAFETY PLAN 7	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	250	12/01/2022
2021 - OFFICER SAFETY PLAN 7	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	250	12/01/2022
2021 - OFFICER SAFETY PLAN 7	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	250	12/01/2022
2021 - OFFICER SAFETY PLAN 7	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	12/01/2022
2021 - OFFICER SAFETY PLAN 7	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	12/01/2022
2021 - OFFICER SAFETY PLAN 7	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	2	12/01/2022
2021 - OFFICER SAFETY PLAN 7	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2	12/01/2022
2021 - OFFICER SAFETY PLAN 7	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	250	12/01/2022
2021 - OFFICER SAFETY PLAN 7	74200	TASER 7 6-BAY DOCK AND CORE	2	12/01/2022
2021 - OFFICER SAFETY PLAN 7	75015	SIGNAL SIDEARM KIT	125	12/01/2022
2021 - OFFICER SAFETY PLAN 7	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	2	12/01/2022
2021 - OFFICER SAFETY PLAN 7	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	2	12/01/2022
2021 Taser 7 Certification Bundle	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	25	12/01/2022
2021 Taser 7 Certification Bundle	20018	TASER 7 BATTERY PACK, TACTICAL	30	12/01/2022
2021 Taser 7 Certification Bundle	20062	TASER 7 HOLSTER - BLACKHAWK, RIGHT HAND	2	12/01/2022
2021 Taser 7 Certification Bundle	20067	TASER 7 HOLSTER - BLACKHAWK, LEFT HAND	23	12/01/2022
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	75	12/01/2022
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	12/01/2022
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	75	12/01/2022
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	12/01/2022
2021 Taser 7 Certification Bundle	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	50	12/01/2022
2021 Taser 7 Certification Bundle	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	50	12/01/2022
2021 Taser 7 Certification Bundle	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	25	12/01/2022
2021 Taser 7 Certification Bundle	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	25	12/01/2022
2021 Taser 7 Certification Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	12/01/2022
2021 Taser 7 Certification Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	12/01/2022
2021 Taser 7 Certification Bundle	74200	TASER 7 6-BAY DOCK AND CORE	1	12/01/2022
2021 Taser 7 Certification Bundle	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	12/01/2022
2021 Taser 7 Certification Bundle	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	12/01/2022
AB3 Camera Bundle	11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	30	12/01/2022
AB3 Camera Bundle	11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	30	12/01/2022
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	275	12/01/2022
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	250	12/01/2022
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	8	12/01/2022
AB3 Camera Bundle	74022	SM POCKET MOUNT, 4 IN, AXON RAPIDLOCK	150	12/01/2022

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB3 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	16	12/01/2022
AB3 Multi Bay Dock Bundle	74210	AXON BODY 3 - 8 BAY DOCK	16	12/01/2022
Fleet 3 Advanced	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	96	02/01/2023
Fleet 3 Advanced	70112	AXON SIGNAL UNIT	96	02/01/2023
Fleet 3 Advanced	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	96	02/01/2023
Fleet 3 Advanced	72034	FLEET SIM INSERTION, VZW	96	02/01/2023
Fleet 3 Advanced	72036	FLEET 3 STANDARD 2 CAMERA KIT	96	02/01/2023
Fleet 3 Advanced	72036	FLEET 3 STANDARD 2 CAMERA KIT	3	02/01/2023
A la Carte	11703	MINI MOLLE MOUNT, AXON RAPIDLOCK	40	02/01/2023
A la Carte	72036	FLEET 3 STANDARD 2 CAMERA KIT	4	02/01/2023
2021 - OFFICER SAFETY PLAN 7	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	250	12/01/2023
2021 - OFFICER SAFETY PLAN 7	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	250	12/01/2023
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	12/01/2023
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	12/01/2023
2021 - OFFICER SAFETY PLAN 7	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	250	12/01/2024
2021 - OFFICER SAFETY PLAN 7	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	250	12/01/2024
2021 - OFFICER SAFETY PLAN 7	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	250	12/01/2024
2021 - OFFICER SAFETY PLAN 7	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	250	12/01/2024
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	12/01/2024
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	12/01/2024
2021 Taser 7 Certification Bundle	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	50	12/01/2024
2021 Taser 7 Certification Bundle	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	50	12/01/2024
2021 - OFFICER SAFETY PLAN 7	73309	AXON CAMERA REFRESH ONE	129	06/01/2025
2021 - OFFICER SAFETY PLAN 7	73689	MULTI-BAY BWC DOCK 1ST REFRESH	16	06/01/2025
Body Worn Camera TAP Bundle	73309	AXON CAMERA REFRESH ONE	129	06/01/2025
2021 - OFFICER SAFETY PLAN 7	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	250	12/01/2025
2021 - OFFICER SAFETY PLAN 7	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	250	12/01/2025
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	12/01/2025
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	12/01/2025
2021 - OFFICER SAFETY PLAN 7	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	250	12/01/2026
2021 - OFFICER SAFETY PLAN 7	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	250	12/01/2026
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	12/01/2026
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	12/01/2026
Fleet 3 Advanced	72040	FLEET REFRESH, 2 CAMERA KIT	96	11/01/2027
Fleet 3 Advanced	72040	FLEET REFRESH, 2 CAMERA KIT	3	11/01/2027
Fleet 3 Advanced Renewal	72040	FLEET REFRESH, 2 CAMERA KIT	4	11/01/2027
2021 - OFFICER SAFETY PLAN 7	73310	AXON CAMERA REFRESH TWO	129	12/01/2027
2021 - OFFICER SAFETY PLAN 7	73688	MULTI-BAY BWC DOCK 2ND REFRESH	16	12/01/2027
Body Worn Camera TAP Bundle	73310	AXON CAMERA REFRESH TWO	129	12/01/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2021 - OFFICER SAFETY PLAN 7	20248	TASER 7 EVIDENCE.COM LICENSE	125	01/01/2023	12/31/2027
2021 - OFFICER SAFETY PLAN 7	20248	TASER 7 EVIDENCE.COM LICENSE	2	01/01/2023	12/31/2027
2021 - OFFICER SAFETY PLAN 7	73449	RESPOND DEVICE LICENSE	125	01/01/2023	12/31/2027
2021 - OFFICER SAFETY PLAN 7	73638	STANDARDS ACCESS LICENSE	125	01/01/2023	12/31/2027

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2021 - OFFICER SAFETY PLAN 7	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	125	01/01/2023	12/31/2027
2021 - OFFICER SAFETY PLAN 7	73687	EVIDENCE.COM VIEWER LICENSE	1	01/01/2023	12/31/2027
2021 - OFFICER SAFETY PLAN 7	73746	PROFESSIONAL EVIDENCE.COM LICENSE	125	01/01/2023	12/31/2027
2021 Taser 7 Certification Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	25	01/01/2023	12/31/2027
2021 Taser 7 Certification Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	1	01/01/2023	12/31/2027
Basic License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	31	01/01/2023	12/31/2027
Basic License Bundle	73840	EVIDENCE.COM BASIC LICENSE	31	01/01/2023	12/31/2027
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	75	01/01/2023	12/31/2027
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	25	01/01/2023	12/31/2027
A la Carte	100112	AXON AIR, E.COM PILOT DATA LIC	5	01/01/2023	12/31/2027
A la Carte	100165	UNLIMITED 3RD-PARTY STORAGE	181	01/01/2023	12/31/2027
A la Carte	73449	RESPOND DEVICE LICENSE	125	01/01/2023	12/31/2027
A la Carte	73478	REDACTION ASSISTANT USER LICENSE	125	01/01/2023	12/31/2027
A la Carte	73638	STANDARDS ACCESS LICENSE	31	01/01/2023	12/31/2027
A la Carte	73682	AUTO TAGGING LICENSE	125	01/01/2023	12/31/2027
A la Carte	73893	STANDARDS LICENSE, NON-SWORN	69	01/01/2023	12/31/2027
Fleet 3 Advanced	80400	FLEET, VEHICLE LICENSE	96	03/01/2023	12/31/2027
Fleet 3 Advanced	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	96	03/01/2023	12/31/2027
Fleet 3 Advanced	80402	RESPOND DEVICE LICENSE - FLEET 3	96	03/01/2023	12/31/2027
Fleet 3 Advanced	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	192	03/01/2023	12/31/2027
Fleet 3 Advanced Renewal	80400	FLEET, VEHICLE LICENSE	4	03/01/2023	12/31/2027
Fleet 3 Advanced Renewal	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	4	03/01/2023	12/31/2027
Fleet 3 Advanced Renewal	80402	RESPOND DEVICE LICENSE - FLEET 3	4	03/01/2023	12/31/2027
Fleet 3 Advanced Renewal	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	8	03/01/2023	12/31/2027

Services

Bundle	Item	Description	QTY
2021 - OFFICER SAFETY PLAN 7	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
2021 - OFFICER SAFETY PLAN 7	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
2021 - OFFICER SAFETY PLAN 7	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
2021 - OFFICER SAFETY PLAN 7	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
2021 - OFFICER SAFETY PLAN 7	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
2021 - OFFICER SAFETY PLAN 7	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
2021 - OFFICER SAFETY PLAN 7	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
2021 - OFFICER SAFETY PLAN 7	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
2021 - OFFICER SAFETY PLAN 7	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
2021 - OFFICER SAFETY PLAN 7	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
Fleet 3 Advanced	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	96
Fleet 3 Advanced Renewal	73392	FLEET 3 UPGRADE INSTALLATION (PER VEHICLE)	4
A la Carte	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	181
A la Carte	73897	STANDARDS SERVICE, PREMIUM	1
A la Carte	80223	INACTIVE CHANNEL ACCESS LICENSE	2
A la Carte	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	2

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2021 - OFFICER SAFETY PLAN 7	80464	EXT WARRANTY, CAMERA (TAP)	125	01/01/2023	12/31/2027
2021 - OFFICER SAFETY PLAN 7	80464	EXT WARRANTY, CAMERA (TAP)	4	01/01/2023	12/31/2027
Body Worn Camera TAP Bundle	80464	EXT WARRANTY, CAMERA (TAP)	125	01/01/2023	12/31/2027
Body Worn Camera TAP Bundle	80464	EXT WARRANTY, CAMERA (TAP)	4	01/01/2023	12/31/2027
A la Carte	73390	TRANSFERRED WARRANTY, CRADLEPOINT ROUTER	4	01/01/2023	12/31/2027
2021 - OFFICER SAFETY PLAN 7	80374	EXT WARRANTY, TASER 7 BATTERY PACK	150	12/01/2023	12/31/2027
2021 - OFFICER SAFETY PLAN 7	80395	EXT WARRANTY, TASER 7 HANDLE	125	12/01/2023	12/31/2027
2021 - OFFICER SAFETY PLAN 7	80395	EXT WARRANTY, TASER 7 HANDLE	4	12/01/2023	12/31/2027
2021 - OFFICER SAFETY PLAN 7	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	2	12/01/2023	12/31/2027
2021 - OFFICER SAFETY PLAN 7	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	16	12/01/2023	12/31/2027
2021 Taser 7 Certification Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	30	12/01/2023	12/31/2027
2021 Taser 7 Certification Bundle	80395	EXT WARRANTY, TASER 7 HANDLE	25	12/01/2023	12/31/2027
2021 Taser 7 Certification Bundle	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	12/01/2023	12/31/2027
Fleet 3 Advanced	80379	EXT WARRANTY, AXON SIGNAL UNIT	96	02/01/2024	12/31/2027
Fleet 3 Advanced	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	96	02/01/2024	12/31/2027
Fleet 3 Advanced	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	3	02/01/2024	12/31/2027
Fleet 3 Advanced Renewal	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	4	02/01/2024	12/31/2027
A la Carte	11641	CRADLEPOINT, NETCLOUD, RENEWAL, ANNUAL	4	05/01/2025	12/31/2027

Payment Details

Dec 2022						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 1	100112	AXON AIR, E.COM PILOT DATA LIC	5	$0.00	$0.00	$0.00
Year 1	100165	UNLIMITED 3RD-PARTY STORAGE	181	$0.00	$0.00	$0.00
Year 1	11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	30	$0.00	$0.00	$0.00
Year 1	11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	30	$0.00	$0.00	$0.00
Year 1	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	275	$0.00	$0.00	$0.00
Year 1	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	96	$20,763.40	$0.00	$20,763.40
Year 1	11641	CRADLEPOINT, NETCLOUD, RENEWAL, ANNUAL	4	$362.32	$0.00	$362.32
Year 1	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	181	$3,335.70	$0.00	$3,335.70
Year 1	11703	MINI MOLLE MOUNT, AXON RAPIDLOCK	40	$0.00	$0.00	$0.00
Year 1	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	125	$11,253.35	$0.00	$11,253.35
Year 1	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	25	$0.00	$0.00	$0.00
Year 1	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	4	$1,111.92	$0.00	$1,111.92
Year 1	20018	TASER 7 BATTERY PACK, TACTICAL	150	$2,086.16	$0.00	$2,086.16
Year 1	20018	TASER 7 BATTERY PACK, TACTICAL	30	$0.00	$0.00	$0.00
Year 1	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	3	$363.86	$0.00	$363.86
Year 1	20062	TASER 7 HOLSTER - BLACKHAWK, RIGHT HAND	125	$1,617.24	$0.00	$1,617.24
Year 1	20062	TASER 7 HOLSTER - BLACKHAWK, RIGHT HAND	2	$0.00	$0.00	$0.00
Year 1	20067	TASER 7 HOLSTER - BLACKHAWK, LEFT HAND	23	$0.00	$0.00	$0.00
Year 1	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	$229.59	$0.00	$229.59
Year 1	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	$229.59	$0.00	$229.59
Year 1	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	$229.59	$0.00	$229.59
Year 1	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	$229.59	$0.00	$229.59
Year 1	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	$229.59	$0.00	$229.59
Year 1	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	$57.60	$0.00	$57.60
Year 1	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	$57.60	$0.00	$57.60
Year 1	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	$57.60	$0.00	$57.60
Year 1	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	$57.60	$0.00	$57.60
Year 1	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	$57.60	$0.00	$57.60
Year 1	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	125	$2,879.68	$0.00	$2,879.68
Year 1	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	25	$0.00	$0.00	$0.00
Year 1	20248	TASER 7 EVIDENCE.COM LICENSE	125	$5,759.36	$0.00	$5,759.36
Year 1	20248	TASER 7 EVIDENCE.COM LICENSE	1	$0.00	$0.00	$0.00
Year 1	20248	TASER 7 EVIDENCE.COM LICENSE	25	$0.00	$0.00	$0.00
Year 1	20248	TASER 7 EVIDENCE.COM LICENSE	2	$92.16	$0.00	$92.16
Year 1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	375	$2,243.26	$0.00	$2,243.26
Year 1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	75	$0.00	$0.00	$0.00
Year 1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	250	$1,495.52	$0.00	$1,495.52
Year 1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	250	$1,495.52	$0.00	$1,495.52

Dec 2022						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	250	$1,495.52	$0.00	$1,495.52
Year 1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	250	$1,495.52	$0.00	$1,495.52
Year 1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	250	$1,495.52	$0.00	$1,495.52
Year 1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	375	$2,243.26	$0.00	$2,243.26
Year 1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	75	$0.00	$0.00	$0.00
Year 1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	250	$1,495.52	$0.00	$1,495.52
Year 1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	250	$1,495.52	$0.00	$1,495.52
Year 1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	250	$1,495.52	$0.00	$1,495.52
Year 1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	250	$1,495.52	$0.00	$1,495.52
Year 1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	250	$1,495.52	$0.00	$1,495.52
Year 1	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	250	$1,495.52	$0.00	$1,495.52
Year 1	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	50	$0.00	$0.00	$0.00
Year 1	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	50	$0.00	$0.00	$0.00
Year 1	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	250	$1,495.52	$0.00	$1,495.52
Year 1	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	250	$1,495.52	$0.00	$1,495.52
Year 1	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	50	$0.00	$0.00	$0.00
Year 1	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	50	$0.00	$0.00	$0.00
Year 1	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	250	$1,495.52	$0.00	$1,495.52
Year 1	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	$385.72	$0.00	$385.72
Year 1	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	25	$0.00	$0.00	$0.00
Year 1	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	$385.72	$0.00	$385.72
Year 1	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	25	$0.00	$0.00	$0.00
Year 1	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	2	$13.50	$0.00	$13.50
Year 1	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	$0.00	$0.00	$0.00
Year 1	70112	AXON SIGNAL UNIT	96	$3,838.96	$0.00	$3,838.96
Year 1	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	16	$0.00	$0.00	$0.00
Year 1	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	$0.00	$0.00	$0.00
Year 1	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2	$3.20	$0.00	$3.20
Year 1	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	250	$38.22	$0.00	$38.22
Year 1	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	96	$3,426.08	$0.00	$3,426.08
Year 1	72034	FLEET SIM INSERTION, VZW	96	$206.36	$0.00	$206.36
Year 1	72036	FLEET 3 STANDARD 2 CAMERA KIT	4	$0.00	$0.00	$0.00
Year 1	72036	FLEET 3 STANDARD 2 CAMERA KIT	3	$1,072.84	$0.00	$1,072.84
Year 1	72036	FLEET 3 STANDARD 2 CAMERA KIT	96	$34,330.44	$0.00	$34,330.44
Year 1	72040	FLEET REFRESH, 2 CAMERA KIT	4	$1,599.28	$0.00	$1,599.28
Year 1	72040	FLEET REFRESH, 2 CAMERA KIT	3	$1,136.46	$0.00	$1,136.46
Year 1	72040	FLEET REFRESH, 2 CAMERA KIT	96	$36,367.04	$0.00	$36,367.04
Year 1	72040	FLEET REFRESH, 2 CAMERA KIT	0	$0.00	$0.00	$0.00
Year 1	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	250	$11,871.60	$0.00	$11,871.60
Year 1	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	8	$0.00	$0.00	$0.00
Year 1	73309	AXON CAMERA REFRESH ONE	129	$13,292.19	$0.00	$13,292.19
Year 1	73309	AXON CAMERA REFRESH ONE	129	$14,680.71	$0.00	$14,680.71

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Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 1	73310	AXON CAMERA REFRESH TWO	129	$13,776.36	$0.00	$13,776.36
Year 1	73310	AXON CAMERA REFRESH TWO	129	$15,215.52	$0.00	$15,215.52
Year 1	73390	TRANSFERRED WARRANTY, CRADLEPOINT ROUTER	4	$0.00	$0.00	$0.00
Year 1	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	96	$16,511.60	$0.00	$16,511.60
Year 1	73392	FLEET 3 UPGRADE INSTALLATION (PER VEHICLE)	4	$484.08	$0.00	$484.08
Year 1	73449	RESPOND DEVICE LICENSE	125	$0.00	$0.00	$0.00
Year 1	73449	RESPOND DEVICE LICENSE	125	$5,759.36	$0.00	$5,759.36
Year 1	73478	REDACTION ASSISTANT USER LICENSE	125	$11,276.45	$0.00	$11,276.45
Year 1	73638	STANDARDS ACCESS LICENSE	31	$3,158.96	$0.00	$3,158.96
Year 1	73638	STANDARDS ACCESS LICENSE	125	$10,366.68	$0.00	$10,366.68
Year 1	73682	AUTO TAGGING LICENSE	125	$12,737.76	$0.00	$12,737.76
Year 1	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	75	$0.00	$0.00	$0.00
Year 1	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	31	$0.00	$0.00	$0.00
Year 1	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	125	$27,644.51	$0.00	$27,644.51
Year 1	73687	EVIDENCE.COM VIEWER LICENSE	1	$46.08	$0.00	$46.08
Year 1	73688	MULTI-BAY BWC DOCK 2ND REFRESH	16	$4,037.32	$0.00	$4,037.32
Year 1	73689	MULTI-BAY BWC DOCK 1ST REFRESH	16	$3,894.80	$0.00	$3,894.80
Year 1	73746	PROFESSIONAL EVIDENCE.COM LICENSE	25	$11,039.40	$0.00	$11,039.40
Year 1	73746	PROFESSIONAL EVIDENCE.COM LICENSE	125	$44,922.34	$0.00	$44,922.34
Year 1	73840	EVIDENCE.COM BASIC LICENSE	31	$5,264.96	$0.00	$5,264.96
Year 1	73893	STANDARDS LICENSE, NON-SWORN	69	$0.00	$0.00	$0.00
Year 1	73897	STANDARDS SERVICE, PREMIUM	1	$5,661.24	$0.00	$5,661.24
Year 1	74022	SM POCKET MOUNT, 4 IN, AXON RAPIDLOCK	150	$0.00	$0.00	$0.00
Year 1	74200	TASER 7 6-BAY DOCK AND CORE	2	$460.76	$0.00	$460.76
Year 1	74200	TASER 7 6-BAY DOCK AND CORE	1	$0.00	$0.00	$0.00
Year 1	74210	AXON BODY 3 - 8 BAY DOCK	16	$1,692.68	$0.00	$1,692.68
Year 1	75015	SIGNAL SIDEARM KIT	125	$4,780.21	$0.00	$4,780.21
Year 1	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	2	$48.50	$0.00	$48.50
Year 1	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	$0.00	$0.00	$0.00
Year 1	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	2	$24.28	$0.00	$24.28
Year 1	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	$0.00	$0.00	$0.00
Year 1	80223	INACTIVE CHANNEL ACCESS LICENSE	2	$0.00	$0.00	$0.00
Year 1	80374	EXT WARRANTY, TASER 7 BATTERY PACK	150	$496.78	$0.00	$496.78
Year 1	80374	EXT WARRANTY, TASER 7 BATTERY PACK	30	$0.00	$0.00	$0.00
Year 1	80379	EXT WARRANTY, AXON SIGNAL UNIT	96	$750.20	$0.00	$750.20
Year 1	80395	EXT WARRANTY, TASER 7 HANDLE	125	$29,683.72	$0.00	$29,683.72
Year 1	80395	EXT WARRANTY, TASER 7 HANDLE	25	$0.00	$0.00	$0.00
Year 1	80395	EXT WARRANTY, TASER 7 HANDLE	4	$198.08	$0.00	$198.08
Year 1	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	2	$99.04	$0.00	$99.04
Year 1	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	$0.00	$0.00	$0.00
Year 1	80400	FLEET, VEHICLE LICENSE	4	$701.92	$0.00	$701.92
Year 1	80400	FLEET, VEHICLE LICENSE	96	$15,961.24	$0.00	$15,961.24
Year 1	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	4	$1,719.68	$0.00	$1,719.68
Year 1	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	96	$39,105.08	$0.00	$39,105.08
Year 1	80402	RESPOND DEVICE LICENSE - FLEET 3	4	$526.44	$0.00	$526.44
Year 1	80402	RESPOND DEVICE LICENSE - FLEET 3	96	$11,971.00	$0.00	$11,971.00
Year 1	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	8	$1,193.24	$0.00	$1,193.24

Dec 2022						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 1	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	192	$27,134.08	$0.00	$27,134.08
Year 1	80462	FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP	96	$3,913.04	$0.00	$3,913.04
Year 1	80464	EXT WARRANTY, CAMERA (TAP)	125	$12,170.72	$0.00	$12,170.72
Year 1	80464	EXT WARRANTY, CAMERA (TAP)	4	$258.00	$0.00	$258.00
Year 1	80464	EXT WARRANTY, CAMERA (TAP)	125	$8,063.02	$0.00	$8,063.02
Year 1	80464	EXT WARRANTY, CAMERA (TAP)	4	$389.48	$0.00	$389.48
Year 1	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	16	$1,505.12	$0.00	$1,505.12
Year 1	80477	FLEET 3 ADVANCED RENEWAL WITH TAP TRUE UP	4	$77.36	$0.00	$77.36
Year 1	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	4	$254.80	$0.00	$254.80
Year 1	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	3	$181.10	$0.00	$181.10
Year 1	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	96	$5,794.56	$0.00	$5,794.56
Year 1	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	0	$0.00	$0.00	$0.00
Year 1	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	2	$1,415.32	$0.00	$1,415.32
Year 1	T7Cert	2021 Taser 7 Certification Bundle	125	$0.00	$0.00	$0.00
Year 1	Unlimited7	2021 Unlimited 7 Bundle	125	$0.00	$0.00	$0.00
Total				**$561,500.09**	**$0.00**	**$561,500.09**

Dec 2023						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 2	100112	AXON AIR, E.COM PILOT DATA LIC	5	$0.00	$0.00	$0.00
Year 2	100165	UNLIMITED 3RD-PARTY STORAGE	181	$0.00	$0.00	$0.00
Year 2	11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	30	$0.00	$0.00	$0.00
Year 2	11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	30	$0.00	$0.00	$0.00
Year 2	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	275	$0.00	$0.00	$0.00
Year 2	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	96	$22,316.51	$0.00	$22,316.51
Year 2	11641	CRADLEPOINT, NETCLOUD, RENEWAL, ANNUAL	4	$389.42	$0.00	$389.42
Year 2	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	181	$3,585.19	$0.00	$3,585.19
Year 2	11703	MINI MOLLE MOUNT, AXON RAPIDLOCK	40	$0.00	$0.00	$0.00
Year 2	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	125	$12,095.10	$0.00	$12,095.10
Year 2	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	25	$0.00	$0.00	$0.00
Year 2	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	4	$1,195.09	$0.00	$1,195.09
Year 2	20018	TASER 7 BATTERY PACK, TACTICAL	150	$2,242.21	$0.00	$2,242.21
Year 2	20018	TASER 7 BATTERY PACK, TACTICAL	30	$0.00	$0.00	$0.00
Year 2	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	3	$391.09	$0.00	$391.09
Year 2	20062	TASER 7 HOLSTER - BLACKHAWK, RIGHT HAND	125	$1,738.19	$0.00	$1,738.19
Year 2	20062	TASER 7 HOLSTER - BLACKHAWK, RIGHT HAND	2	$0.00	$0.00	$0.00
Year 2	20067	TASER 7 HOLSTER - BLACKHAWK, LEFT HAND	23	$0.00	$0.00	$0.00
Year 2	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	$246.78	$0.00	$246.78
Year 2	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	$246.78	$0.00	$246.78
Year 2	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	$246.78	$0.00	$246.78
Year 2	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	$246.78	$0.00	$246.78
Year 2	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	$246.78	$0.00	$246.78
Year 2	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	$61.90	$0.00	$61.90
Year 2	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	$61.90	$0.00	$61.90
Year 2	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	$61.90	$0.00	$61.90
Year 2	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	$61.90	$0.00	$61.90

Dec 2023						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 2	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	$61.90	$0.00	$61.90
Year 2	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	125	$3,095.08	$0.00	$3,095.08
Year 2	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	25	$0.00	$0.00	$0.00
Year 2	20248	TASER 7 EVIDENCE.COM LICENSE	125	$6,190.16	$0.00	$6,190.16
Year 2	20248	TASER 7 EVIDENCE.COM LICENSE	1	$0.00	$0.00	$0.00
Year 2	20248	TASER 7 EVIDENCE.COM LICENSE	25	$0.00	$0.00	$0.00
Year 2	20248	TASER 7 EVIDENCE.COM LICENSE	2	$99.04	$0.00	$99.04
Year 2	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	375	$2,411.06	$0.00	$2,411.06
Year 2	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 2	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 2	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 2	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 2	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	75	$0.00	$0.00	$0.00
Year 2	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	250	$1,607.37	$0.00	$1,607.37
Year 2	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	250	$1,607.37	$0.00	$1,607.37
Year 2	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	250	$1,607.37	$0.00	$1,607.37
Year 2	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	250	$1,607.37	$0.00	$1,607.37
Year 2	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	250	$1,607.37	$0.00	$1,607.37
Year 2	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	375	$2,411.06	$0.00	$2,411.06
Year 2	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 2	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 2	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 2	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 2	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	75	$0.00	$0.00	$0.00
Year 2	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	250	$1,607.37	$0.00	$1,607.37
Year 2	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	250	$1,607.37	$0.00	$1,607.37
Year 2	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	250	$1,607.37	$0.00	$1,607.37
Year 2	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	250	$1,607.37	$0.00	$1,607.37
Year 2	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	250	$1,607.37	$0.00	$1,607.37
Year 2	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	250	$1,607.37	$0.00	$1,607.37
Year 2	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	50	$0.00	$0.00	$0.00
Year 2	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	50	$0.00	$0.00	$0.00
Year 2	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	250	$1,607.37	$0.00	$1,607.37
Year 2	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	250	$1,607.37	$0.00	$1,607.37
Year 2	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	50	$0.00	$0.00	$0.00
Year 2	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	50	$0.00	$0.00	$0.00
Year 2	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	250	$1,607.37	$0.00	$1,607.37
Year 2	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	$414.57	$0.00	$414.57
Year 2	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	25	$0.00	$0.00	$0.00
Year 2	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	$414.57	$0.00	$414.57
Year 2	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	25	$0.00	$0.00	$0.00
Year 2	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	2	$14.49	$0.00	$14.49
Year 2	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	$0.00	$0.00	$0.00
Year 2	70112	AXON SIGNAL UNIT	96	$4,126.10	$0.00	$4,126.10
Year 2	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	16	$0.00	$0.00	$0.00

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Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 2	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	$0.00	$0.00	$0.00
Year 2	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2	$3.45	$0.00	$3.45
Year 2	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	250	$41.07	$0.00	$41.07
Year 2	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	96	$3,682.36	$0.00	$3,682.36
Year 2	72034	FLEET SIM INSERTION, VZW	96	$221.77	$0.00	$221.77
Year 2	72036	FLEET 3 STANDARD 2 CAMERA KIT	4	$0.00	$0.00	$0.00
Year 2	72036	FLEET 3 STANDARD 2 CAMERA KIT	3	$1,153.07	$0.00	$1,153.07
Year 2	72036	FLEET 3 STANDARD 2 CAMERA KIT	96	$36,898.35	$0.00	$36,898.35
Year 2	72040	FLEET REFRESH, 2 CAMERA KIT	4	$1,718.90	$0.00	$1,718.90
Year 2	72040	FLEET REFRESH, 2 CAMERA KIT	3	$1,221.48	$0.00	$1,221.48
Year 2	72040	FLEET REFRESH, 2 CAMERA KIT	96	$39,087.28	$0.00	$39,087.28
Year 2	72040	FLEET REFRESH, 2 CAMERA KIT	0	$0.00	$0.00	$0.00
Year 2	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	250	$12,759.60	$0.00	$12,759.60
Year 2	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	8	$0.00	$0.00	$0.00
Year 2	73309	AXON CAMERA REFRESH ONE	129	$14,286.42	$0.00	$14,286.42
Year 2	73309	AXON CAMERA REFRESH ONE	129	$15,778.83	$0.00	$15,778.83
Year 2	73310	AXON CAMERA REFRESH TWO	129	$14,806.83	$0.00	$14,806.83
Year 2	73310	AXON CAMERA REFRESH TWO	129	$16,353.66	$0.00	$16,353.66
Year 2	73390	TRANSFERRED WARRANTY, CRADLEPOINT ROUTER	4	$0.00	$0.00	$0.00
Year 2	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	96	$17,746.66	$0.00	$17,746.66
Year 2	73392	FLEET 3 UPGRADE INSTALLATION (PER VEHICLE)	4	$520.29	$0.00	$520.29
Year 2	73449	RESPOND DEVICE LICENSE	125	$0.00	$0.00	$0.00
Year 2	73449	RESPOND DEVICE LICENSE	125	$6,190.16	$0.00	$6,190.16
Year 2	73478	REDACTION ASSISTANT USER LICENSE	125	$12,119.95	$0.00	$12,119.95
Year 2	73638	STANDARDS ACCESS LICENSE	31	$3,395.26	$0.00	$3,395.26
Year 2	73638	STANDARDS ACCESS LICENSE	125	$11,142.08	$0.00	$11,142.08
Year 2	73682	AUTO TAGGING LICENSE	125	$13,690.56	$0.00	$13,690.56
Year 2	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	75	$0.00	$0.00	$0.00
Year 2	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	31	$0.00	$0.00	$0.00
Year 2	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	125	$29,712.31	$0.00	$29,712.31
Year 2	73687	EVIDENCE.COM VIEWER LICENSE	1	$49.52	$0.00	$49.52
Year 2	73688	MULTI-BAY BWC DOCK 2ND REFRESH	16	$4,339.31	$0.00	$4,339.31
Year 2	73689	MULTI-BAY BWC DOCK 1ST REFRESH	16	$4,186.14	$0.00	$4,186.14
Year 2	73746	PROFESSIONAL EVIDENCE.COM LICENSE	25	$11,865.15	$0.00	$11,865.15
Year 2	73746	PROFESSIONAL EVIDENCE.COM LICENSE	125	$48,282.54	$0.00	$48,282.54
Year 2	73840	EVIDENCE.COM BASIC LICENSE	31	$5,658.76	$0.00	$5,658.76
Year 2	73893	STANDARDS LICENSE, NON-SWORN	69	$0.00	$0.00	$0.00
Year 2	73897	STANDARDS SERVICE, PREMIUM	1	$6,084.69	$0.00	$6,084.69
Year 2	74022	SM POCKET MOUNT, 4 IN, AXON RAPIDLOCK	150	$0.00	$0.00	$0.00
Year 2	74200	TASER 7 6-BAY DOCK AND CORE	2	$495.20	$0.00	$495.20
Year 2	74200	TASER 7 6-BAY DOCK AND CORE	1	$0.00	$0.00	$0.00
Year 2	74210	AXON BODY 3 - 8 BAY DOCK	16	$1,819.31	$0.00	$1,819.31
Year 2	75015	SIGNAL SIDEARM KIT	125	$5,137.76	$0.00	$5,137.76
Year 2	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	2	$52.15	$0.00	$52.15
Year 2	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	$0.00	$0.00	$0.00
Year 2	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	2	$26.07	$0.00	$26.07
Year 2	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	$0.00	$0.00	$0.00

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Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 2	80223	INACTIVE CHANNEL ACCESS LICENSE	2	$0.00	$0.00	$0.00
Year 2	80374	EXT WARRANTY, TASER 7 BATTERY PACK	150	$533.93	$0.00	$533.93
Year 2	80374	EXT WARRANTY, TASER 7 BATTERY PACK	30	$0.00	$0.00	$0.00
Year 2	80379	EXT WARRANTY, AXON SIGNAL UNIT	96	$806.29	$0.00	$806.29
Year 2	80395	EXT WARRANTY, TASER 7 HANDLE	125	$31,904.07	$0.00	$31,904.07
Year 2	80395	EXT WARRANTY, TASER 7 HANDLE	25	$0.00	$0.00	$0.00
Year 2	80395	EXT WARRANTY, TASER 7 HANDLE	4	$212.88	$0.00	$212.88
Year 2	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	2	$106.44	$0.00	$106.44
Year 2	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	$0.00	$0.00	$0.00
Year 2	80400	FLEET, VEHICLE LICENSE	4	$754.42	$0.00	$754.42
Year 2	80400	FLEET, VEHICLE LICENSE	96	$17,155.13	$0.00	$17,155.13
Year 2	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	4	$1,848.33	$0.00	$1,848.33
Year 2	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	96	$42,030.13	$0.00	$42,030.13
Year 2	80402	RESPOND DEVICE LICENSE - FLEET 3	4	$565.81	$0.00	$565.81
Year 2	80402	RESPOND DEVICE LICENSE - FLEET 3	96	$12,866.45	$0.00	$12,866.45
Year 2	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	8	$1,282.51	$0.00	$1,282.51
Year 2	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	192	$29,163.68	$0.00	$29,163.68
Year 2	80462	FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP	96	$4,205.74	$0.00	$4,205.74
Year 2	80464	EXT WARRANTY, CAMERA (TAP)	125	$13,081.07	$0.00	$13,081.07
Year 2	80464	EXT WARRANTY, CAMERA (TAP)	4	$277.32	$0.00	$277.32
Year 2	80464	EXT WARRANTY, CAMERA (TAP)	125	$8,666.12	$0.00	$8,666.12
Year 2	80464	EXT WARRANTY, CAMERA (TAP)	4	$418.59	$0.00	$418.59
Year 2	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	16	$1,617.68	$0.00	$1,617.68
Year 2	80477	FLEET 3 ADVANCED RENEWAL WITH TAP TRUE UP	4	$83.14	$0.00	$83.14
Year 2	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	4	$273.88	$0.00	$273.88
Year 2	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	3	$194.62	$0.00	$194.62
Year 2	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	96	$6,228.00	$0.00	$6,228.00
Year 2	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	0	$0.00	$0.00	$0.00
Year 2	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	2	$1,521.17	$0.00	$1,521.17
Year 2	T7Cert	2021 Taser 7 Certification Bundle	125	$0.00	$0.00	$0.00
Year 2	Unlimited7	2021 Unlimited 7 Bundle	125	$0.00	$0.00	$0.00
Total				**$603,499.85**	**$0.00**	**$603,499.85**

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Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 3	100112	AXON AIR, E.COM PILOT DATA LIC	5	$0.00	$0.00	$0.00
Year 3	100165	UNLIMITED 3RD-PARTY STORAGE	181	$0.00	$0.00	$0.00
Year 3	11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	30	$0.00	$0.00	$0.00
Year 3	11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	30	$0.00	$0.00	$0.00
Year 3	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	275	$0.00	$0.00	$0.00
Year 3	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	96	$22,316.51	$0.00	$22,316.51
Year 3	11641	CRADLEPOINT, NETCLOUD, RENEWAL, ANNUAL	4	$389.42	$0.00	$389.42
Year 3	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	181	$3,585.19	$0.00	$3,585.19
Year 3	11703	MINI MOLLE MOUNT, AXON RAPIDLOCK	40	$0.00	$0.00	$0.00
Year 3	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	125	$12,095.10	$0.00	$12,095.10
Year 3	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	25	$0.00	$0.00	$0.00

Dec 2024						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 3	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	4	$1,195.09	$0.00	$1,195.09
Year 3	20018	TASER 7 BATTERY PACK, TACTICAL	150	$2,242.21	$0.00	$2,242.21
Year 3	20018	TASER 7 BATTERY PACK, TACTICAL	30	$0.00	$0.00	$0.00
Year 3	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	3	$391.09	$0.00	$391.09
Year 3	20062	TASER 7 HOLSTER - BLACKHAWK, RIGHT HAND	125	$1,738.19	$0.00	$1,738.19
Year 3	20062	TASER 7 HOLSTER - BLACKHAWK, RIGHT HAND	2	$0.00	$0.00	$0.00
Year 3	20067	TASER 7 HOLSTER - BLACKHAWK, LEFT HAND	23	$0.00	$0.00	$0.00
Year 3	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	$246.78	$0.00	$246.78
Year 3	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	$246.78	$0.00	$246.78
Year 3	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	$246.78	$0.00	$246.78
Year 3	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	$246.78	$0.00	$246.78
Year 3	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	$246.78	$0.00	$246.78
Year 3	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	$61.90	$0.00	$61.90
Year 3	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	$61.90	$0.00	$61.90
Year 3	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	$61.90	$0.00	$61.90
Year 3	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	$61.90	$0.00	$61.90
Year 3	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	$61.90	$0.00	$61.90
Year 3	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	125	$3,095.08	$0.00	$3,095.08
Year 3	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	25	$0.00	$0.00	$0.00
Year 3	20248	TASER 7 EVIDENCE.COM LICENSE	125	$6,190.16	$0.00	$6,190.16
Year 3	20248	TASER 7 EVIDENCE.COM LICENSE	1	$0.00	$0.00	$0.00
Year 3	20248	TASER 7 EVIDENCE.COM LICENSE	25	$0.00	$0.00	$0.00
Year 3	20248	TASER 7 EVIDENCE.COM LICENSE	2	$99.04	$0.00	$99.04
Year 3	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	375	$2,411.06	$0.00	$2,411.06
Year 3	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 3	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 3	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 3	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 3	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 3	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	75	$0.00	$0.00	$0.00
Year 3	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	250	$1,607.37	$0.00	$1,607.37
Year 3	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	250	$1,607.37	$0.00	$1,607.37
Year 3	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	250	$1,607.37	$0.00	$1,607.37
Year 3	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	250	$1,607.37	$0.00	$1,607.37
Year 3	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	250	$1,607.37	$0.00	$1,607.37
Year 3	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	375	$2,411.06	$0.00	$2,411.06
Year 3	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 3	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 3	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 3	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 3	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 3	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	75	$0.00	$0.00	$0.00
Year 3	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	250	$1,607.37	$0.00	$1,607.37
Year 3	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	250	$1,607.37	$0.00	$1,607.37
Year 3	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	250	$1,607.37	$0.00	$1,607.37
Year 3	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	250	$1,607.37	$0.00	$1,607.37
Year 3	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	250	$1,607.37	$0.00	$1,607.37

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Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 3	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	250	$1,607.37	$0.00	$1,607.37
Year 3	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	50	$0.00	$0.00	$0.00
Year 3	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	50	$0.00	$0.00	$0.00
Year 3	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	250	$1,607.37	$0.00	$1,607.37
Year 3	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	250	$1,607.37	$0.00	$1,607.37
Year 3	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	50	$0.00	$0.00	$0.00
Year 3	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	50	$0.00	$0.00	$0.00
Year 3	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	250	$1,607.37	$0.00	$1,607.37
Year 3	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	$414.57	$0.00	$414.57
Year 3	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	25	$0.00	$0.00	$0.00
Year 3	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	$414.57	$0.00	$414.57
Year 3	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	25	$0.00	$0.00	$0.00
Year 3	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	2	$14.49	$0.00	$14.49
Year 3	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	$0.00	$0.00	$0.00
Year 3	70112	AXON SIGNAL UNIT	96	$4,126.10	$0.00	$4,126.10
Year 3	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	16	$0.00	$0.00	$0.00
Year 3	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	$0.00	$0.00	$0.00
Year 3	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2	$3.45	$0.00	$3.45
Year 3	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	250	$41.07	$0.00	$41.07
Year 3	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	96	$3,682.36	$0.00	$3,682.36
Year 3	72034	FLEET SIM INSERTION, VZW	96	$221.77	$0.00	$221.77
Year 3	72036	FLEET 3 STANDARD 2 CAMERA KIT	4	$0.00	$0.00	$0.00
Year 3	72036	FLEET 3 STANDARD 2 CAMERA KIT	3	$1,153.07	$0.00	$1,153.07
Year 3	72036	FLEET 3 STANDARD 2 CAMERA KIT	96	$36,898.35	$0.00	$36,898.35
Year 3	72040	FLEET REFRESH, 2 CAMERA KIT	4	$1,718.90	$0.00	$1,718.90
Year 3	72040	FLEET REFRESH, 2 CAMERA KIT	3	$1,221.48	$0.00	$1,221.48
Year 3	72040	FLEET REFRESH, 2 CAMERA KIT	96	$39,087.28	$0.00	$39,087.28
Year 3	72040	FLEET REFRESH, 2 CAMERA KIT	0	$0.00	$0.00	$0.00
Year 3	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	250	$12,759.60	$0.00	$12,759.60
Year 3	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	8	$0.00	$0.00	$0.00
Year 3	73309	AXON CAMERA REFRESH ONE	129	$14,286.42	$0.00	$14,286.42
Year 3	73309	AXON CAMERA REFRESH ONE	129	$15,778.83	$0.00	$15,778.83
Year 3	73310	AXON CAMERA REFRESH TWO	129	$14,806.83	$0.00	$14,806.83
Year 3	73310	AXON CAMERA REFRESH TWO	129	$16,353.66	$0.00	$16,353.66
Year 3	73390	TRANSFERRED WARRANTY, CRADLEPOINT ROUTER	4	$0.00	$0.00	$0.00
Year 3	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	96	$17,746.66	$0.00	$17,746.66
Year 3	73392	FLEET 3 UPGRADE INSTALLATION (PER VEHICLE)	4	$520.29	$0.00	$520.29
Year 3	73449	RESPOND DEVICE LICENSE	125	$0.00	$0.00	$0.00
Year 3	73449	RESPOND DEVICE LICENSE	125	$6,190.16	$0.00	$6,190.16
Year 3	73478	REDACTION ASSISTANT USER LICENSE	125	$12,119.95	$0.00	$12,119.95
Year 3	73638	STANDARDS ACCESS LICENSE	31	$3,395.26	$0.00	$3,395.26
Year 3	73638	STANDARDS ACCESS LICENSE	125	$11,142.08	$0.00	$11,142.08
Year 3	73682	AUTO TAGGING LICENSE	125	$13,690.56	$0.00	$13,690.56
Year 3	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	75	$0.00	$0.00	$0.00
Year 3	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	31	$0.00	$0.00	$0.00
Year 3	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	125	$29,712.31	$0.00	$29,712.31
Year 3	73687	EVIDENCE.COM VIEWER LICENSE	1	$49.52	$0.00	$49.52

Dec 2024						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 3	73688	MULTI-BAY BWC DOCK 2ND REFRESH	16	$4,339.31	$0.00	$4,339.31
Year 3	73689	MULTI-BAY BWC DOCK 1ST REFRESH	16	$4,186.14	$0.00	$4,186.14
Year 3	73746	PROFESSIONAL EVIDENCE.COM LICENSE	25	$11,865.15	$0.00	$11,865.15
Year 3	73746	PROFESSIONAL EVIDENCE.COM LICENSE	125	$48,282.54	$0.00	$48,282.54
Year 3	73840	EVIDENCE.COM BASIC LICENSE	31	$5,658.76	$0.00	$5,658.76
Year 3	73893	STANDARDS LICENSE, NON-SWORN	69	$0.00	$0.00	$0.00
Year 3	73897	STANDARDS SERVICE, PREMIUM	1	$6,084.69	$0.00	$6,084.69
Year 3	74022	SM POCKET MOUNT, 4 IN, AXON RAPIDLOCK	150	$0.00	$0.00	$0.00
Year 3	74200	TASER 7 6-BAY DOCK AND CORE	2	$495.20	$0.00	$495.20
Year 3	74200	TASER 7 6-BAY DOCK AND CORE	1	$0.00	$0.00	$0.00
Year 3	74210	AXON BODY 3 - 8 BAY DOCK	16	$1,819.31	$0.00	$1,819.31
Year 3	75015	SIGNAL SIDEARM KIT	125	$5,137.76	$0.00	$5,137.76
Year 3	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	2	$52.15	$0.00	$52.15
Year 3	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	$0.00	$0.00	$0.00
Year 3	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	2	$26.07	$0.00	$26.07
Year 3	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	$0.00	$0.00	$0.00
Year 3	80223	INACTIVE CHANNEL ACCESS LICENSE	2	$0.00	$0.00	$0.00
Year 3	80374	EXT WARRANTY, TASER 7 BATTERY PACK	150	$533.93	$0.00	$533.93
Year 3	80374	EXT WARRANTY, TASER 7 BATTERY PACK	30	$0.00	$0.00	$0.00
Year 3	80379	EXT WARRANTY, AXON SIGNAL UNIT	96	$806.29	$0.00	$806.29
Year 3	80395	EXT WARRANTY, TASER 7 HANDLE	125	$31,904.07	$0.00	$31,904.07
Year 3	80395	EXT WARRANTY, TASER 7 HANDLE	25	$0.00	$0.00	$0.00
Year 3	80395	EXT WARRANTY, TASER 7 HANDLE	4	$212.88	$0.00	$212.88
Year 3	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	2	$106.44	$0.00	$106.44
Year 3	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	$0.00	$0.00	$0.00
Year 3	80400	FLEET, VEHICLE LICENSE	4	$754.42	$0.00	$754.42
Year 3	80400	FLEET, VEHICLE LICENSE	96	$17,155.13	$0.00	$17,155.13
Year 3	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	4	$1,848.33	$0.00	$1,848.33
Year 3	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	96	$42,030.13	$0.00	$42,030.13
Year 3	80402	RESPOND DEVICE LICENSE - FLEET 3	4	$565.81	$0.00	$565.81
Year 3	80402	RESPOND DEVICE LICENSE - FLEET 3	96	$12,866.45	$0.00	$12,866.45
Year 3	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	8	$1,282.51	$0.00	$1,282.51
Year 3	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	192	$29,163.68	$0.00	$29,163.68
Year 3	80462	FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP	96	$4,205.74	$0.00	$4,205.74
Year 3	80464	EXT WARRANTY, CAMERA (TAP)	125	$13,081.07	$0.00	$13,081.07
Year 3	80464	EXT WARRANTY, CAMERA (TAP)	4	$277.32	$0.00	$277.32
Year 3	80464	EXT WARRANTY, CAMERA (TAP)	125	$8,666.12	$0.00	$8,666.12
Year 3	80464	EXT WARRANTY, CAMERA (TAP)	4	$418.59	$0.00	$418.59
Year 3	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	16	$1,617.68	$0.00	$1,617.68
Year 3	80477	FLEET 3 ADVANCED RENEWAL WITH TAP TRUE UP	4	$83.14	$0.00	$83.14
Year 3	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	4	$273.88	$0.00	$273.88
Year 3	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	3	$194.62	$0.00	$194.62
Year 3	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	96	$6,228.00	$0.00	$6,228.00
Year 3	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	0	$0.00	$0.00	$0.00
Year 3	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	2	$1,521.17	$0.00	$1,521.17
Year 3	T7Cert	2021 Taser 7 Certification Bundle	125	$0.00	$0.00	$0.00
Year 3	Unlimited7	2021 Unlimited 7 Bundle	125	$0.00	$0.00	$0.00

Dec 2024						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Total				**$603,499.85**	**$0.00**	**$603,499.85**

Dec 2025						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 4	100112	AXON AIR, E.COM PILOT DATA LIC	5	$0.00	$0.00	$0.00
Year 4	100165	UNLIMITED 3RD-PARTY STORAGE	181	$0.00	$0.00	$0.00
Year 4	11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	30	$0.00	$0.00	$0.00
Year 4	11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	30	$0.00	$0.00	$0.00
Year 4	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	275	$0.00	$0.00	$0.00
Year 4	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	96	$22,316.51	$0.00	$22,316.51
Year 4	11641	CRADLEPOINT, NETCLOUD, RENEWAL, ANNUAL	4	$389.42	$0.00	$389.42
Year 4	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	181	$3,585.19	$0.00	$3,585.19
Year 4	11703	MINI MOLLE MOUNT, AXON RAPIDLOCK	40	$0.00	$0.00	$0.00
Year 4	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	125	$12,095.10	$0.00	$12,095.10
Year 4	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	25	$0.00	$0.00	$0.00
Year 4	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	4	$1,195.09	$0.00	$1,195.09
Year 4	20018	TASER 7 BATTERY PACK, TACTICAL	150	$2,242.21	$0.00	$2,242.21
Year 4	20018	TASER 7 BATTERY PACK, TACTICAL	30	$0.00	$0.00	$0.00
Year 4	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	3	$391.09	$0.00	$391.09
Year 4	20062	TASER 7 HOLSTER - BLACKHAWK, RIGHT HAND	125	$1,738.19	$0.00	$1,738.19
Year 4	20062	TASER 7 HOLSTER - BLACKHAWK, RIGHT HAND	2	$0.00	$0.00	$0.00
Year 4	20067	TASER 7 HOLSTER - BLACKHAWK, LEFT HAND	23	$0.00	$0.00	$0.00
Year 4	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	$246.78	$0.00	$246.78
Year 4	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	$246.78	$0.00	$246.78
Year 4	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	$246.78	$0.00	$246.78
Year 4	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	$246.78	$0.00	$246.78
Year 4	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	$246.78	$0.00	$246.78
Year 4	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	$61.90	$0.00	$61.90
Year 4	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	$61.90	$0.00	$61.90
Year 4	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	$61.90	$0.00	$61.90
Year 4	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	$61.90	$0.00	$61.90
Year 4	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	$61.90	$0.00	$61.90
Year 4	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	125	$3,095.08	$0.00	$3,095.08
Year 4	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	25	$0.00	$0.00	$0.00
Year 4	20248	TASER 7 EVIDENCE.COM LICENSE	125	$6,190.16	$0.00	$6,190.16
Year 4	20248	TASER 7 EVIDENCE.COM LICENSE	1	$0.00	$0.00	$0.00
Year 4	20248	TASER 7 EVIDENCE.COM LICENSE	25	$0.00	$0.00	$0.00
Year 4	20248	TASER 7 EVIDENCE.COM LICENSE	2	$99.04	$0.00	$99.04
Year 4	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	375	$2,411.06	$0.00	$2,411.06
Year 4	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 4	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 4	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 4	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 4	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 4	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	75	$0.00	$0.00	$0.00
Year 4	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	250	$1,607.37	$0.00	$1,607.37

Dec 2025						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 4	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	250	$1,607.37	$0.00	$1,607.37
Year 4	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	250	$1,607.37	$0.00	$1,607.37
Year 4	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	250	$1,607.37	$0.00	$1,607.37
Year 4	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	250	$1,607.37	$0.00	$1,607.37
Year 4	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	375	$2,411.06	$0.00	$2,411.06
Year 4	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 4	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 4	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 4	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 4	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 4	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	75	$0.00	$0.00	$0.00
Year 4	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	250	$1,607.37	$0.00	$1,607.37
Year 4	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	250	$1,607.37	$0.00	$1,607.37
Year 4	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	250	$1,607.37	$0.00	$1,607.37
Year 4	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	250	$1,607.37	$0.00	$1,607.37
Year 4	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	250	$1,607.37	$0.00	$1,607.37
Year 4	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	250	$1,607.37	$0.00	$1,607.37
Year 4	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	50	$0.00	$0.00	$0.00
Year 4	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	50	$0.00	$0.00	$0.00
Year 4	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	250	$1,607.37	$0.00	$1,607.37
Year 4	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	250	$1,607.37	$0.00	$1,607.37
Year 4	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	50	$0.00	$0.00	$0.00
Year 4	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	50	$0.00	$0.00	$0.00
Year 4	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	250	$1,607.37	$0.00	$1,607.37
Year 4	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	$414.57	$0.00	$414.57
Year 4	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	25	$0.00	$0.00	$0.00
Year 4	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	$414.57	$0.00	$414.57
Year 4	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	25	$0.00	$0.00	$0.00
Year 4	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	2	$14.49	$0.00	$14.49
Year 4	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	$0.00	$0.00	$0.00
Year 4	70112	AXON SIGNAL UNIT	96	$4,126.10	$0.00	$4,126.10
Year 4	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	16	$0.00	$0.00	$0.00
Year 4	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	$0.00	$0.00	$0.00
Year 4	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2	$3.45	$0.00	$3.45
Year 4	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	250	$41.07	$0.00	$41.07
Year 4	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	96	$3,682.36	$0.00	$3,682.36
Year 4	72034	FLEET SIM INSERTION, VZW	96	$221.77	$0.00	$221.77
Year 4	72036	FLEET 3 STANDARD 2 CAMERA KIT	4	$0.00	$0.00	$0.00
Year 4	72036	FLEET 3 STANDARD 2 CAMERA KIT	3	$1,153.07	$0.00	$1,153.07
Year 4	72036	FLEET 3 STANDARD 2 CAMERA KIT	96	$36,898.35	$0.00	$36,898.35
Year 4	72040	FLEET REFRESH, 2 CAMERA KIT	4	$1,718.90	$0.00	$1,718.90
Year 4	72040	FLEET REFRESH, 2 CAMERA KIT	3	$1,221.48	$0.00	$1,221.48
Year 4	72040	FLEET REFRESH, 2 CAMERA KIT	96	$39,087.28	$0.00	$39,087.28
Year 4	72040	FLEET REFRESH, 2 CAMERA KIT	0	$0.00	$0.00	$0.00
Year 4	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	250	$12,759.60	$0.00	$12,759.60
Year 4	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	8	$0.00	$0.00	$0.00
Year 4	73309	AXON CAMERA REFRESH ONE	129	$14,286.42	$0.00	$14,286.42

Dec 2025						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 4	73309	AXON CAMERA REFRESH ONE	129	$15,778.83	$0.00	$15,778.83
Year 4	73310	AXON CAMERA REFRESH TWO	129	$14,806.83	$0.00	$14,806.83
Year 4	73310	AXON CAMERA REFRESH TWO	129	$16,353.66	$0.00	$16,353.66
Year 4	73390	TRANSFERRED WARRANTY, CRADLEPOINT ROUTER	4	$0.00	$0.00	$0.00
Year 4	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	96	$17,746.66	$0.00	$17,746.66
Year 4	73392	FLEET 3 UPGRADE INSTALLATION (PER VEHICLE)	4	$520.29	$0.00	$520.29
Year 4	73449	RESPOND DEVICE LICENSE	125	$0.00	$0.00	$0.00
Year 4	73449	RESPOND DEVICE LICENSE	125	$6,190.16	$0.00	$6,190.16
Year 4	73478	REDACTION ASSISTANT USER LICENSE	125	$12,119.95	$0.00	$12,119.95
Year 4	73638	STANDARDS ACCESS LICENSE	31	$3,395.26	$0.00	$3,395.26
Year 4	73638	STANDARDS ACCESS LICENSE	125	$11,142.08	$0.00	$11,142.08
Year 4	73682	AUTO TAGGING LICENSE	125	$13,690.56	$0.00	$13,690.56
Year 4	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	75	$0.00	$0.00	$0.00
Year 4	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	31	$0.00	$0.00	$0.00
Year 4	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	125	$29,712.31	$0.00	$29,712.31
Year 4	73687	EVIDENCE.COM VIEWER LICENSE	1	$49.52	$0.00	$49.52
Year 4	73688	MULTI-BAY BWC DOCK 2ND REFRESH	16	$4,339.31	$0.00	$4,339.31
Year 4	73689	MULTI-BAY BWC DOCK 1ST REFRESH	16	$4,186.14	$0.00	$4,186.14
Year 4	73746	PROFESSIONAL EVIDENCE.COM LICENSE	25	$11,865.15	$0.00	$11,865.15
Year 4	73746	PROFESSIONAL EVIDENCE.COM LICENSE	125	$48,282.54	$0.00	$48,282.54
Year 4	73840	EVIDENCE.COM BASIC LICENSE	31	$5,658.76	$0.00	$5,658.76
Year 4	73893	STANDARDS LICENSE, NON-SWORN	69	$0.00	$0.00	$0.00
Year 4	73897	STANDARDS SERVICE, PREMIUM	1	$6,084.69	$0.00	$6,084.69
Year 4	74022	SM POCKET MOUNT, 4 IN, AXON RAPIDLOCK	150	$0.00	$0.00	$0.00
Year 4	74200	TASER 7 6-BAY DOCK AND CORE	2	$495.20	$0.00	$495.20
Year 4	74200	TASER 7 6-BAY DOCK AND CORE	1	$0.00	$0.00	$0.00
Year 4	74210	AXON BODY 3 - 8 BAY DOCK	16	$1,819.31	$0.00	$1,819.31
Year 4	75015	SIGNAL SIDEARM KIT	125	$5,137.76	$0.00	$5,137.76
Year 4	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	2	$52.15	$0.00	$52.15
Year 4	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	$0.00	$0.00	$0.00
Year 4	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	2	$26.07	$0.00	$26.07
Year 4	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	$0.00	$0.00	$0.00
Year 4	80223	INACTIVE CHANNEL ACCESS LICENSE	2	$0.00	$0.00	$0.00
Year 4	80374	EXT WARRANTY, TASER 7 BATTERY PACK	150	$533.93	$0.00	$533.93
Year 4	80374	EXT WARRANTY, TASER 7 BATTERY PACK	30	$0.00	$0.00	$0.00
Year 4	80379	EXT WARRANTY, AXON SIGNAL UNIT	96	$806.29	$0.00	$806.29
Year 4	80395	EXT WARRANTY, TASER 7 HANDLE	125	$31,904.07	$0.00	$31,904.07
Year 4	80395	EXT WARRANTY, TASER 7 HANDLE	25	$0.00	$0.00	$0.00
Year 4	80395	EXT WARRANTY, TASER 7 HANDLE	4	$212.88	$0.00	$212.88
Year 4	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	2	$106.44	$0.00	$106.44
Year 4	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	$0.00	$0.00	$0.00
Year 4	80400	FLEET, VEHICLE LICENSE	4	$754.42	$0.00	$754.42
Year 4	80400	FLEET, VEHICLE LICENSE	96	$17,155.13	$0.00	$17,155.13
Year 4	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	4	$1,848.33	$0.00	$1,848.33
Year 4	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	96	$42,030.13	$0.00	$42,030.13
Year 4	80402	RESPOND DEVICE LICENSE - FLEET 3	4	$565.81	$0.00	$565.81
Year 4	80402	RESPOND DEVICE LICENSE - FLEET 3	96	$12,866.45	$0.00	$12,866.45

Dec 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	8	$1,282.51	$0.00	$1,282.51
Year 4	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	192	$29,163.68	$0.00	$29,163.68
Year 4	80462	FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP	96	$4,205.74	$0.00	$4,205.74
Year 4	80464	EXT WARRANTY, CAMERA (TAP)	125	$13,081.07	$0.00	$13,081.07
Year 4	80464	EXT WARRANTY, CAMERA (TAP)	4	$277.32	$0.00	$277.32
Year 4	80464	EXT WARRANTY, CAMERA (TAP)	125	$8,666.12	$0.00	$8,666.12
Year 4	80464	EXT WARRANTY, CAMERA (TAP)	4	$418.59	$0.00	$418.59
Year 4	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	16	$1,617.68	$0.00	$1,617.68
Year 4	80477	FLEET 3 ADVANCED RENEWAL WITH TAP TRUE UP	4	$83.14	$0.00	$83.14
Year 4	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	4	$273.88	$0.00	$273.88
Year 4	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	3	$194.62	$0.00	$194.62
Year 4	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	96	$6,228.00	$0.00	$6,228.00
Year 4	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	0	$0.00	$0.00	$0.00
Year 4	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	2	$1,521.17	$0.00	$1,521.17
Year 4	T7Cert	2021 Taser 7 Certification Bundle	125	$0.00	$0.00	$0.00
Year 4	Unlimited7	2021 Unlimited 7 Bundle	125	$0.00	$0.00	$0.00
Total				**$603,499.85**	**$0.00**	**$603,499.85**

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Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100112	AXON AIR, E.COM PILOT DATA LIC	5	$0.00	$0.00	$0.00
Year 5	100165	UNLIMITED 3RD-PARTY STORAGE	181	$0.00	$0.00	$0.00
Year 5	11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	30	$0.00	$0.00	$0.00
Year 5	11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	30	$0.00	$0.00	$0.00
Year 5	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	275	$0.00	$0.00	$0.00
Year 5	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	96	$22,316.51	$0.00	$22,316.51
Year 5	11641	CRADLEPOINT, NETCLOUD, RENEWAL, ANNUAL	4	$389.42	$0.00	$389.42
Year 5	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	181	$3,585.19	$0.00	$3,585.19
Year 5	11703	MINI MOLLE MOUNT, AXON RAPIDLOCK	40	$0.00	$0.00	$0.00
Year 5	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	125	$12,095.10	$0.00	$12,095.10
Year 5	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	25	$0.00	$0.00	$0.00
Year 5	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	4	$1,195.09	$0.00	$1,195.09
Year 5	20018	TASER 7 BATTERY PACK, TACTICAL	150	$2,242.21	$0.00	$2,242.21
Year 5	20018	TASER 7 BATTERY PACK, TACTICAL	30	$0.00	$0.00	$0.00
Year 5	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	3	$391.09	$0.00	$391.09
Year 5	20062	TASER 7 HOLSTER - BLACKHAWK, RIGHT HAND	125	$1,738.19	$0.00	$1,738.19
Year 5	20062	TASER 7 HOLSTER - BLACKHAWK, RIGHT HAND	2	$0.00	$0.00	$0.00
Year 5	20067	TASER 7 HOLSTER - BLACKHAWK, LEFT HAND	23	$0.00	$0.00	$0.00
Year 5	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	$246.78	$0.00	$246.78
Year 5	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	$246.78	$0.00	$246.78
Year 5	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	$246.78	$0.00	$246.78
Year 5	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	$246.78	$0.00	$246.78
Year 5	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	$246.78	$0.00	$246.78
Year 5	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	$61.90	$0.00	$61.90
Year 5	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	$61.90	$0.00	$61.90
Year 5	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	$61.90	$0.00	$61.90

Dec 2026						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 5	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	$61.90	$0.00	$61.90
Year 5	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	$61.90	$0.00	$61.90
Year 5	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	125	$3,095.08	$0.00	$3,095.08
Year 5	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	25	$0.00	$0.00	$0.00
Year 5	20248	TASER 7 EVIDENCE.COM LICENSE	125	$6,190.16	$0.00	$6,190.16
Year 5	20248	TASER 7 EVIDENCE.COM LICENSE	1	$0.00	$0.00	$0.00
Year 5	20248	TASER 7 EVIDENCE.COM LICENSE	25	$0.00	$0.00	$0.00
Year 5	20248	TASER 7 EVIDENCE.COM LICENSE	2	$99.04	$0.00	$99.04
Year 5	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	375	$2,411.06	$0.00	$2,411.06
Year 5	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 5	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 5	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 5	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 5	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	75	$0.00	$0.00	$0.00
Year 5	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	250	$1,607.37	$0.00	$1,607.37
Year 5	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	250	$1,607.37	$0.00	$1,607.37
Year 5	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	250	$1,607.37	$0.00	$1,607.37
Year 5	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	250	$1,607.37	$0.00	$1,607.37
Year 5	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	250	$1,607.37	$0.00	$1,607.37
Year 5	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	375	$2,411.06	$0.00	$2,411.06
Year 5	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 5	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 5	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 5	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 5	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 5	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	75	$0.00	$0.00	$0.00
Year 5	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	250	$1,607.37	$0.00	$1,607.37
Year 5	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	250	$1,607.37	$0.00	$1,607.37
Year 5	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	250	$1,607.37	$0.00	$1,607.37
Year 5	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	250	$1,607.37	$0.00	$1,607.37
Year 5	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	250	$1,607.37	$0.00	$1,607.37
Year 5	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	250	$1,607.37	$0.00	$1,607.37
Year 5	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	50	$0.00	$0.00	$0.00
Year 5	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	50	$0.00	$0.00	$0.00
Year 5	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	250	$1,607.37	$0.00	$1,607.37
Year 5	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	250	$1,607.37	$0.00	$1,607.37
Year 5	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	50	$0.00	$0.00	$0.00
Year 5	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	50	$0.00	$0.00	$0.00
Year 5	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	250	$1,607.37	$0.00	$1,607.37
Year 5	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	$414.57	$0.00	$414.57
Year 5	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	25	$0.00	$0.00	$0.00
Year 5	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	$414.57	$0.00	$414.57
Year 5	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	25	$0.00	$0.00	$0.00
Year 5	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	2	$14.49	$0.00	$14.49
Year 5	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	$0.00	$0.00	$0.00
Year 5	70112	AXON SIGNAL UNIT	96	$4,126.10	$0.00	$4,126.10

Dec 2026						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 5	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	16	$0.00	$0.00	$0.00
Year 5	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	$0.00	$0.00	$0.00
Year 5	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2	$3.45	$0.00	$3.45
Year 5	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	250	$41.07	$0.00	$41.07
Year 5	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	96	$3,682.36	$0.00	$3,682.36
Year 5	72034	FLEET SIM INSERTION, VZW	96	$221.77	$0.00	$221.77
Year 5	72036	FLEET 3 STANDARD 2 CAMERA KIT	4	$0.00	$0.00	$0.00
Year 5	72036	FLEET 3 STANDARD 2 CAMERA KIT	3	$1,153.07	$0.00	$1,153.07
Year 5	72036	FLEET 3 STANDARD 2 CAMERA KIT	96	$36,898.35	$0.00	$36,898.35
Year 5	72040	FLEET REFRESH, 2 CAMERA KIT	4	$1,718.90	$0.00	$1,718.90
Year 5	72040	FLEET REFRESH, 2 CAMERA KIT	3	$1,221.48	$0.00	$1,221.48
Year 5	72040	FLEET REFRESH, 2 CAMERA KIT	96	$39,087.28	$0.00	$39,087.28
Year 5	72040	FLEET REFRESH, 2 CAMERA KIT	0	$0.00	$0.00	$0.00
Year 5	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	250	$12,759.60	$0.00	$12,759.60
Year 5	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	8	$0.00	$0.00	$0.00
Year 5	73309	AXON CAMERA REFRESH ONE	129	$14,286.42	$0.00	$14,286.42
Year 5	73309	AXON CAMERA REFRESH ONE	129	$15,778.83	$0.00	$15,778.83
Year 5	73310	AXON CAMERA REFRESH TWO	129	$14,806.83	$0.00	$14,806.83
Year 5	73310	AXON CAMERA REFRESH TWO	129	$16,353.66	$0.00	$16,353.66
Year 5	73390	TRANSFERRED WARRANTY, CRADLEPOINT ROUTER	4	$0.00	$0.00	$0.00
Year 5	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	96	$17,746.66	$0.00	$17,746.66
Year 5	73392	FLEET 3 UPGRADE INSTALLATION (PER VEHICLE)	4	$520.29	$0.00	$520.29
Year 5	73449	RESPOND DEVICE LICENSE	125	$0.00	$0.00	$0.00
Year 5	73449	RESPOND DEVICE LICENSE	125	$6,190.16	$0.00	$6,190.16
Year 5	73478	REDACTION ASSISTANT USER LICENSE	125	$12,119.95	$0.00	$12,119.95
Year 5	73638	STANDARDS ACCESS LICENSE	31	$3,395.26	$0.00	$3,395.26
Year 5	73638	STANDARDS ACCESS LICENSE	125	$11,142.08	$0.00	$11,142.08
Year 5	73682	AUTO TAGGING LICENSE	125	$13,690.56	$0.00	$13,690.56
Year 5	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	75	$0.00	$0.00	$0.00
Year 5	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	31	$0.00	$0.00	$0.00
Year 5	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	125	$29,712.31	$0.00	$29,712.31
Year 5	73687	EVIDENCE.COM VIEWER LICENSE	1	$49.52	$0.00	$49.52
Year 5	73688	MULTI-BAY BWC DOCK 2ND REFRESH	16	$4,339.31	$0.00	$4,339.31
Year 5	73689	MULTI-BAY BWC DOCK 1ST REFRESH	16	$4,186.14	$0.00	$4,186.14
Year 5	73746	PROFESSIONAL EVIDENCE.COM LICENSE	25	$11,865.15	$0.00	$11,865.15
Year 5	73746	PROFESSIONAL EVIDENCE.COM LICENSE	125	$48,282.54	$0.00	$48,282.54
Year 5	73840	EVIDENCE.COM BASIC LICENSE	31	$5,658.76	$0.00	$5,658.76
Year 5	73893	STANDARDS LICENSE, NON-SWORN	69	$0.00	$0.00	$0.00
Year 5	73897	STANDARDS SERVICE, PREMIUM	1	$6,084.69	$0.00	$6,084.69
Year 5	74022	SM POCKET MOUNT, 4 IN, AXON RAPIDLOCK	150	$0.00	$0.00	$0.00
Year 5	74200	TASER 7 6-BAY DOCK AND CORE	2	$495.20	$0.00	$495.20
Year 5	74200	TASER 7 6-BAY DOCK AND CORE	1	$0.00	$0.00	$0.00
Year 5	74210	AXON BODY 3 - 8 BAY DOCK	16	$1,819.31	$0.00	$1,819.31
Year 5	75015	SIGNAL SIDEARM KIT	125	$5,137.76	$0.00	$5,137.76
Year 5	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	2	$52.15	$0.00	$52.15
Year 5	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	$0.00	$0.00	$0.00
Year 5	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	2	$26.07	$0.00	$26.07

Dec 2026						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 5	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	$0.00	$0.00	$0.00
Year 5	80223	INACTIVE CHANNEL ACCESS LICENSE	2	$0.00	$0.00	$0.00
Year 5	80374	EXT WARRANTY, TASER 7 BATTERY PACK	150	$533.93	$0.00	$533.93
Year 5	80374	EXT WARRANTY, TASER 7 BATTERY PACK	30	$0.00	$0.00	$0.00
Year 5	80379	EXT WARRANTY, AXON SIGNAL UNIT	96	$806.29	$0.00	$806.29
Year 5	80395	EXT WARRANTY, TASER 7 HANDLE	125	$31,904.07	$0.00	$31,904.07
Year 5	80395	EXT WARRANTY, TASER 7 HANDLE	25	$0.00	$0.00	$0.00
Year 5	80395	EXT WARRANTY, TASER 7 HANDLE	4	$212.88	$0.00	$212.88
Year 5	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	2	$106.44	$0.00	$106.44
Year 5	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	$0.00	$0.00	$0.00
Year 5	80400	FLEET, VEHICLE LICENSE	4	$754.42	$0.00	$754.42
Year 5	80400	FLEET, VEHICLE LICENSE	96	$17,155.13	$0.00	$17,155.13
Year 5	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	4	$1,848.33	$0.00	$1,848.33
Year 5	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	96	$42,030.13	$0.00	$42,030.13
Year 5	80402	RESPOND DEVICE LICENSE - FLEET 3	4	$565.81	$0.00	$565.81
Year 5	80402	RESPOND DEVICE LICENSE - FLEET 3	96	$12,866.45	$0.00	$12,866.45
Year 5	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	8	$1,282.51	$0.00	$1,282.51
Year 5	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	192	$29,163.68	$0.00	$29,163.68
Year 5	80462	FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP	96	$4,205.74	$0.00	$4,205.74
Year 5	80464	EXT WARRANTY, CAMERA (TAP)	125	$13,081.07	$0.00	$13,081.07
Year 5	80464	EXT WARRANTY, CAMERA (TAP)	4	$277.32	$0.00	$277.32
Year 5	80464	EXT WARRANTY, CAMERA (TAP)	125	$8,666.12	$0.00	$8,666.12
Year 5	80464	EXT WARRANTY, CAMERA (TAP)	4	$418.59	$0.00	$418.59
Year 5	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	16	$1,617.68	$0.00	$1,617.68
Year 5	80477	FLEET 3 ADVANCED RENEWAL WITH TAP TRUE UP	4	$83.14	$0.00	$83.14
Year 5	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	4	$273.88	$0.00	$273.88
Year 5	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	3	$194.62	$0.00	$194.62
Year 5	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	96	$6,228.00	$0.00	$6,228.00
Year 5	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	0	$0.00	$0.00	$0.00
Year 5	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	2	$1,521.17	$0.00	$1,521.17
Year 5	T7Cert	2021 Taser 7 Certification Bundle	125	$0.00	$0.00	$0.00
Year 5	Unlimited7	2021 Unlimited 7 Bundle	125	$0.00	$0.00	$0.00
Total				**$603,499.85**	**$0.00**	**$603,499.85**

Exceptions to Standard Terms and Conditions

100% discounted body-worn camera and docking station hardware contained in this quote reflects a TAP replacement for hardware purchased under existing contract #00010415. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

Signature

11/14/22
Date Signed

10/26/2022



ATTENTION

This order may qualify for freight shipping, please fill out the following information.

Who is the receiving contact and what is the contact phone number for this shipment?	
What are the receiving hours of operation?	
Is a loading dock available for this incoming shipment? If yes, are you able to unload pallets from the trailer or will the driver need to assist with unload?	
Do you have a forklift and/or pallet jack to transport pallets into your facility?	
Are there any delivery restrictions (no 53' trailers, no box trucks, etc.)?	

FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY

Introduction

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and Boynton Beach Police Dept. - FL the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

Purpose and Intent

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

Acceptance

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

Force Majeure

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

Schedule Change

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation to be performed pursuant of this Statement of Work.

Axon Fleet Deliverables

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

Security Clearance and Access

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

Training

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

Local Computer

AGNECY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

Network

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

Cradlepoint Router

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's NetCloud Manager to the extent necessary to perform Work pursuant of this Statement of Work.

Evidence.com

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

Wireless Upload System

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

VEHICLE INSTALLATION

Preparedness

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

Existing Mobile Video Camera System Removal

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are ~~not~~ considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

In-Car Hardware/Software Delivery and Installation

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may results in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

The customary training session does not 'certify' a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warrantied by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the agency listed below or, if no agency is listed below, the agency on the Quote attached hereto ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions**.

   1.1. "**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

   1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement.

   1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

   1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term**. This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

   2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

   2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("Renewal Term"). For purchase of TASER 7 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment**. Axon invoices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Agency will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4. **Taxes**. Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5. **Shipping**. Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6. **Returns**. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty**.

   7.1. **Limited Warranty; Disclaimer**. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for 30 months and 90 days, respectively, from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. **All software and Axon Cloud Services, are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices, software, and services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's**

warranty and are only subject to the warranties of the third-party provider or manufacturer.

7.2. **Claims**. If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon Manufactured Device or (b) 90-days from the date of repair or replacement.

7.2.1. If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Agency must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

7.3. **Spare Axon Devices**. At Axon's reasonable discretion, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the e/vent Agency does not utilize Spare Axon Devices for the intended purpose.

7.4. **Limitations**. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Agency resells Axon Devices.

7.4.1. To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.

7.4.2. Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

7.5. **Online Support Platforms**. Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.

7.6. **Third-Party Software and Services**. Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

7.7. **Axon Aid**. Upon mutual agreement between Axon and Agency, Axon may provide certain products and services to Agency, as a charitable donation under the Axon Aid program. In such event, Agency expressly waives and releases any and all claims, now known or hereafter known, against Axon, and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "Releasees"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of Axon or any Releasees or otherwise. Agency agrees not to make or bring any such claim against Axon or any other Releasee, and forever release and discharge Axon and all other Releasees from liability under such claims. Agency expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Agency.

8. **Statement of Work**. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9. **Axon Device Warnings**. See www.axon.com/legal for the most current Axon Device warnings.

10. **Design Changes**. Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.

11. **Bundled Offerings**. Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.

12. **Insurance**. Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

13. **IP Rights**. Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.

14. **IP Indemnification**. Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.

15. **Agency Responsibilities**. Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.

16. **Termination**.

    16.1. **For Breach**. A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

    16.2. **By Agency**. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.

    16.3. **Effect of Termination**. Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.

17. **Confidentiality**. "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5 years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Agency receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

18. **General**.

    18.1. **Force Majeure**. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

    18.2. **Independent Contractors**. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

18.3. **Third-Party Beneficiaries**. There are no third-party beneficiaries under this Agreement.

18.4. **Non-Discrimination**. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

18.5. **Export Compliance**. Each Party will comply with all import and export control laws and regulations.

18.6. **Assignment**. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

18.7. **Waiver**. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

18.8. **Severability**. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

18.9. **Survival**. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

18.10. **Governing Law**. The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

18.11. **Notices**. All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc. Attn: Legal 17800 N. 85th Street Scottsdale, Arizona 85255 legal@axon.com	Agency: _____ Attn: _____ Street Address City, State, Zip Email

18.12 **Entire Agreement**. This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:	**AGENCY**:
Axon Enterprise, Inc.	_____
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Axon Cloud Services Terms of Use Appendix

1. **Definitions**.

   1.1. **"Agency Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

   1.2. "**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

   1.3. "**Non-Content Data**" is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

   1.4. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2. **Access**. Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.

3. **Agency Owns Agency Content**. Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4. **Security**. Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5. **Agency Responsibilities**. Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

   5.1. Agency will also maintain the security of end usernames and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

   5.2. To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at https://www.youtube.com/static?template=terms.

6. **Privacy**. Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at https://www.axon.com/legal/cloud-services-privacy-policy. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body 3 Wi-Fi Positioning**. Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.

8. **Storage**. For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.

9. **Location of Storage**. Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.

10. **Suspension**. Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services , the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.

11. **Axon Cloud Services Warranty**. Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.

12. **Axon Records**. Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, if any, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

    12.1. The Axon Records Subscription Term will end upon the competition of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon competition of the OSP 7 Term ("**Axon Records Subscription**")

    12.2. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

    12.3. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

    12.4. Users of Axon Records at the agency may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Agency exceed an average rate of 100 GB per user per year of uploaded files. Axon will not bill for overages.

13. **Axon Cloud Services Restrictions**. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

    13.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;

    13.2. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;

13.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

13.4. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

13.5. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;

13.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or

13.7. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

14. **After Termination**. Axon will not delete Agency Content for 90 days following termination. There will be no functionality of Axon Cloud Services during these 90 days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.

15. **Post-Termination Assistance**. Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

16. **U.S. Government Rights**. If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.

17. **Survival**. Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Privacy, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers, to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

2. **ACEIP Tier 1.**

   2.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1[1]. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("Use Case"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at https://www.axon.com/aceip and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").

   2.2. **Expiration of ACEIP Tier 1**. Agency consent granted herein, will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency.

3. **ACEIP Tier 2**. In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may

[1] For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed or de-identified data.

☐ Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Agency into ACEIP Tier 2 until Axon and Agency agree to terms in writing providing for such participation in ACEIP Tier 2.

Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services**. Agency must use professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.

2. **Axon Full Service (Axon Full Service)**. Axon Full Service includes advance remote project planning and configuration support and up to 4 consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than 4 consecutive on-site days, Agency must purchase additional days. Axon Full Service options include:

System set up and configuration • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Agency need • Register cameras to Agency domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("**Dock**") access • One on-site session included
Dock configuration • Work with Agency to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Agency • On-site assistance, not to include physical mounting of docks
Best practice implementation planning session • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata in the field for organization purposes and other best practice for digital data management • Provide referrals of other agencies using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter)**. Axon Starter includes advance remote project planning and configuration support and one day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than 1 day of on-site Services, Agency must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Agency need

• Troubleshoot IT issues with Axon Evidence and Axon Dock ("**Dock**") access
/Dock configuration • Work with Agency to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual)**. Axon Virtual includes all items in the BWC Starter Service Package, except one day of on-site services.

5. **CEW Services Packages**. CEW Services Packages are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Agency need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • **For the CEW Full Service Package**: On-site assistance included • **For the CEW Starter Package**: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout
Best practice implementation planning session to include: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • **For the CEW Full Service Package:** On-site assistance included • **For the CEW Starter Package:** Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training • Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs. • **For the CEW Full Service Package:** Training for up to 3 individuals at Agency • **For the CEW Starter Package:** Training for up to 1 individual at Agency
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review **For the CEW Full Service Package**: On-site assistance included. **For the CEW Starter Package**: Virtual assistance included.

6. **Smart Weapon Transition Service**. The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.

Return of Old Weapons
Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **Signal Sidearm Installation Service**. If Agency purchases Signal Sidearm Installation Service, Axon will provide one day of on-site Services and one professional services manager and will cover the installation of up 100 Signal Sidearm devices per package purchased. Agency is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed-upon installation date(s). Installation includes:

Removal of existing connection screws that affix a holster to a holster mount
Proper placement of the Signal Sidearm Mounting Plate between the holster and the mount
Reattachment of the holster to the mount using appropriate screws
Functional testing of Signal Sidearm device

8. **Out of Scope Services**. Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

9. **Delivery of Services**. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

10. **Access Computer Systems to Perform Services**. Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

11. **Site Preparation**. Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional Services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it

12. **Acceptance**. When Axon completes professional Services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.

13. **Agency Network**. For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.

Technology Assurance Plan Appendix

If Technology Assurance Plan ("**TAP**") or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty**. The TAP warranty is an extended warranty that starts at the end of the 1-year hardware limited warranty.
2. **Officer Safety Plan**. If Agency purchases an Officer Safety Plan ("**OSP**"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 Term**. OSP 7 begins on the date specified in the Quote ("**OSP 7 Term**").
4. **TAP BWC Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Agency purchased TAP Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
5. **TAP Dock Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay**. Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.
7. **Upgrade Change**. If Agency wants to change Axon Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP for the offered BWC or Dock Upgrade and the MSRP for the model desired. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device**. Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
9. **Termination**. If Agency's payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
   - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
   - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
   - 9.3. Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.

TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan**. If the Quote includes "**Duty Cartridge Replenishment Plan**", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.

2. **Training**. If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "**Training Content**"), Agency may access Training Content. Axon will deliver all Training Content electronically.

3. **TASER Upgrade**. If Agency purchases Axon's 10-year certification program for Axon's latest version of its TASER energy weapon ("Certification Program") and has no outstanding payment obligations as of the beginning of the 6th year of the Certification Program, Agency will qualify for an upgrade to any subsequent version of the Certification Program ("CEW Upgrade"). Agency will receive the CEW Upgrade at no additional cost, only to the extent such subsequent version of the Certification Program includes the same products or features as the Certification Program purchased by Agency. If Agency wants to upgrade to a Certification Program that includes additional products or features, Agency will pay the additional cost associated with such products and features. For the avoidance of doubt, Agency is not required to upgrade to any subsequent version of the Certification Program. Axon may ship the CEW Upgrade as scheduled in the Quote without prior confirmation from agency unless the Parties agree in writing otherwise at least 90 days in advance. If necessary to maintain compatibility among Axon Devices, within 30 days of receiving the CEW Upgrade, Agency must, if requested by Axon, return all hardware and related accessories received in connection with the Certification Program to Axon. In such event, Agency must ship batteries via ground shipping or in accordance with federal regulations in place at the time of the return. Axon will pay shipping costs for the return if Agency uses Axon's RMA process.

4. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a 5-year term, which includes the hardware manufacturer's warranty plus the 4-year extended term.

5. **Trade-in**. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	Days to Return from Start Date of TASER 7 Subscription
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

6. **TASER 7 Subscription Term**. The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 Start date.

7. **Access Rights**. Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not exceed the number of end users than the Quote specifies.

8. **Privacy**. Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.

9. **Termination**. If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:

   9.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.

9.2. Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.

9.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.

Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.

2. **Support**. For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.

3. **Changes**. Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.

4. **Agency Responsibilities**. Axon's performance of Auto-Tagging Services requires Agency to:

   4.1. Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);

   4.2. Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;

   4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;

   4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;

   4.5. Promptly install and implement any software updates provided by Axon;

   4.6. Ensure that all appropriate data backups are performed;

   4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;

   4.8. Provide Axon with remote access to Agency's Axon Evidence account when required;

   4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and

   4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.

5. **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Appendix applies.

1. **Agency Responsibilities**. Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "Axon Fleet") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.

2. **Cradlepoint**. If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.

3. **Third-party Installer**. Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

4. Wireless Offload Server.

   4.1. **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.

   4.2. **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.

   4.3. **Updates**. If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

   4.4. **WOS Support**. Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.

5. Axon Vehicle Software.

   5.1. **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.

   5.2. **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

6. **Acceptance Checklist**. If Axon provides services to Agency pursuant to any statement of work in connection with Axon Fleet, within 7 days of the date on which Agency retrieves Agency's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Agency will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.

7. **Axon Fleet Upgrade**. If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as schedule on the Quote.

   7.1. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

   7.2. Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.

8. **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:

   8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.

   8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.

   8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.

Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term**. If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency. If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.

2. **Scope of Axon Respond**. The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.

3. **Axon Body 3 LTE Requirements**. Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.

4. **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.

5. **Axon Respond Service Limitations**. Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

   5.1. With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

6. **Termination**. Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.

Add-on Services Appendix

This Appendix applies if Axon Citizen for Communities, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term**. If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as part of OSP 7, the subscription begins on the later of the (1) start date of the OSP 7 Term, or (2) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency.

   1.1. If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.

   1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

2. **Axon Citizen Storage**. For Axon Citizen, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.

3. **Performance Auto-Tagging Data**. In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.

Axon Auto-Transcribe Appendix

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Agency. If Agency purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Agency.

   1.1. If Agency cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.

2. **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Agency a set number of minutes, Agency may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Agency will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Agency additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Agency by Axon.

3. **Axon Unlimited Transcribe.** Upon Axon granting Agency an Unlimited Transcribe subscription to Axon Auto-Transcribe, Agency may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Citizen, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.

4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.

Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term**. The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Agency related to virtual reality (collectively, "Virtual Reality Media").
2. **Headsets**. Agency may purchase additional virtual reality headsets from Axon. In the event Agency decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Agency must purchase those headsets from Axon.
3. **License Restrictions**. All licenses will immediately terminate if Agency does not comply with any term of this Agreement. If Agency utilizes more users than stated in this Agreement, Agency must purchase additional Virtual Reality Media licenses from Axon. Agency may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Agency may not:
   - 3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;
   - 3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;
   - 3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;
   - 3.4. use trade secret information contained in Virtual Reality Media;
   - 3.5. resell, rent, loan or sublicense Virtual Reality Media;
   - 3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or
   - 3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.
4. **Privacy**. Agency's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at https://www.axon.com/legal/axon-virtual-reality-privacy-policy.
5. **Termination**. Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement.

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Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate, the following appendix shall apply.

1. **License Grant**. Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Agency a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("Software") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Agency any right to enhancements or updates, but if such are made available to Agency and obtained by Agency they shall become part of the Software and governed by the terms of this Agreement.

2. **Third-Party Licenses**. Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Agency agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Agency terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.

3. **Restrictions on Use**. Agency may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Agency may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Agency may not rent, lease, sublicense, grant a security interest in or otherwise transfer Agency's rights to or to use the Software. Any rights not granted are reserved to Axon.

4. **Term**. For purchased perpetual Licenses only--excluding Licenses leased for a pre-determined period of time, evaluation licenses, companion licenses, as well as temporary licenses--the license shall be perpetual unless Agency fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and9 shall survive termination of this Agreement. For licenses leased for a pre-determined period of time, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Agency.

5. **Title**. Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This agreement does not provide Agency with title or ownership of the Software, but only a right of limited use.

6. **Copies**. The Software is copyrighted under the laws of the United States and international treaty provisions. Agency may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Agency. If Agency receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Agency to use the copy of media on an additional server.t

7. **Actions Required Upon Termination**. Upon termination of the license associated with this Agreement, Agency agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Agency ("Software Documentation"), or return such copies to Axon. Agency agrees that with respect to any copies that may exist with respect to media containing regular backups of Agency's computer or computer system, that Agency shall not access such media for the purpose of recovering the Software or online Software Documentation.

8. **Export Controls**. None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, by the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. treasury Department's list of Specially Designated Nations or the U.S. Department of Commerce's Table of Denials.

9. **U.S. Government Restricted Rights**. The Software and Software Documentation are Commercial Computer Software

provided with RESTRICTED RIGHTS under Federal Acquisition Regulations and agency supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

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RESOLUTION NO. R23-189

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO SIGN THE FIRST AMENDMENT TO MASTER SERVICES AND PURCHASING AGREEMENT WITH AXON ENTERPRISE, INC., IN THE AMOUNT OF $156,207.48 OVER A 5-YEAR CONTRACT TERM FOR THE PURCHASE OF THE AXON VIRTUAL REALITY (VR) TRAINING SYSTEM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Axon Virtual Reality (VR) Training System is a virtual based training library that enables the simulation of highly realistic scenarios that have a life-like feel; and

WHEREAS, VR-based training improves an officer's decision-making abilities in high-pressure situations, which ultimately helps in reducing the likelihood of use-of-force incidents this Agreement and Addendum will supersede all prior Agreements with Axon; and

WHEREAS, The Axon Virtual Reality (VR) Training System will be procured as a sole source item as it integrates directly with AXON systems that are already in use in the police department; and

WHEREAS, the City Commission of the City of Boynton Beach, Florida, upon the recommendation of staff, deems it to be in the best interests of the City residents to approve and authorize the City Manager to sign a First Amendment to Master Services and Purchasing Agreement with AXON Enterprise, Inc., in the amount of $156,207.48 over a 5-year contract term for the purchase of the Axon Virtual Reality (VR) Training System.

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

Section 1. Each Whereas clause set forth above is true and correct and incorporated herein by this reference.

Section 2. The City Commission of the City of Boynton Beach, Florida does hereby approve and authorize the City Manager to sign a First Amendment to Master Services and Purchasing Agreement with AXON Enterprise, Inc., in the amount of $156,207.48 over a 5-year

contract term for the purchase of the Axon Virtual Reality (VR) Training System. A copy of the First Amendment is attached hereto and incorporated herein as Exhibit "A."

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

PASSED AND ADOPTED this 19th day of December, 2023.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	✓	
Vice Mayor – Thomas Turkin	✓	
Commissioner – Angela Cruz	✓	
Commissioner – Woodrow L. Hay	✓	
Commissioner – Aimee Kelley	✓	

VOTE 5-0

ATTEST:

Maylee De Jesús, MPA, MMC
City Clerk

Ty Penserga
Mayor

(Corporate Seal)

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

APPROVED AS TO FORM:

Shawna G. Lamb
City Attorney

DocuSign Envelope ID: AC043762-8E12-41DB-B1CE-4CDCF00CE7A5

First Amendment to the Master Services and Purchasing Agreement

This First Amendment ("**Amendment**") is between Axon Enterprise, Inc. (f/k/a Taser International, Inc.), a Delaware corporation ("**Axon**"), and the City of Boynton Beach ("**Agency**"). This Amendment is effective as of the last signature date on this Amendment ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**".

Axon and Agency are Parties to the TASER 7 Agreement by and between Axon Enterprise, Inc. and the City of Boynton Beach Police Dept., dated June 7, 2021 (the "**Agreement**"), which was supplemented by the Master Services and Purchasing Agreement terms as of November 14, 2022, under Q-385041.

The Parties wish to incorporate further changes into the Agreement in order to expand the scope of offered products.

The Parties therefore agree as follows:

1. The following clause is added in as Section 23 to the Agreement:

    a. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

2. The attached documents are hereby incorporated into the Agreement:

    a. Professional Services Appendix
    b. Technology Assurance Plan Appendix
    c. Virtual Reality Content Terms of Use Appendix
    d. Quote Q-511382-45252.672MT

3. Additional Terms. The following new sections are added to the Agreement as follows:

    Entities of Foreign Concern. Axon represents and certifies: (i) Axon is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Axon; and (iii) Axon is not organized under the laws of and does not have its principal place of business in, a foreign country of concern. On or before the Effective Date, Axon and any subcontractor that will have access to personal identifying information shall submit to City executed affidavit(s) under penalty of perjury, in a form approved by City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of this Agreement. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

4. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

5. Controlling Provisions. Except as otherwise specifically provided in this Amendment, in the event of any conflict between the Agreement, Addendum to Master Services and Purchasing Agreement, and this First Amendment, the provisions shall be given precedence in the following order: (1) Addendum to Master Services and Purchasing Agreement, (2) this First Amendment, and (3) the Agreement.

AXON

First Amendment to the Master Services and Purchasing Agreement

Each representative identified below declares that they are an authorized representative of the respective Party with authority to execute this Amendment as of the date of signature.

Axon Enterprise, Inc.

Signature: DocuSigned by: 55DAEBB131A4424...

Name: Bobby Driscoll

Title: VP, Assoc. General Counsel

Date: 12/12/2023 | 2:16 PM MST

City of Boynton Beach

Signature:

Name: Andrew Mack

Title: Deputy City Manager

Date: December 19, 2023



Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services**. Agency must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.

2. **Axon Full Service (Axon Full Service)**. Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than four (4) consecutive on-site days, Agency must purchase additional days. Axon Full Service options include:

System set up and configuration • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Agency need • Register cameras to Agency domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("**Dock**") access • One on-site session included
Dock configuration • Work with Agency to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Agency • On-site assistance, not to include physical mounting of docks
Best practice implementation planning session • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management • Provide referrals of other agencies using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter)**. Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than one (1) day of on-site Services, Agency must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Agency need • Troubleshoot IT issues with Axon Evidence and Dock access
Dock configuration • Work with Agency to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual)**. Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.

5. **CEW Services Packages**. CEW Services Packages are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Agency need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • **For the CEW Full Service Package**: On-site assistance included • **For the CEW Starter Package**: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout
Best practice implementation planning session to include: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • **For the CEW Full Service Package:** On-site assistance included • **For the CEW Starter Package:** Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training • Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs. • **For the CEW Full Service Package:** Training for up to 3 individuals at Agency • **For the CEW Starter Package:** Training for up to 1 individual at Agency
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.

Post go-live review **For the CEW Full Service Package**: On-site assistance included. **For the CEW Starter Package**: Virtual assistance included.

6. **Smart Weapon Transition Service**. The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.
Return of Old Weapons Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon VR headset content • Configure agency settings based on Agency need • Troubleshoot IT issues with Axon VR headset
Axon instructor training (Train the Trainer) Training for up to five (5) Agency's in-house instructors who can support Agency's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations
Classroom and practical training sessions Step-by-step explanation and assistance for Agency's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency's requires more than one (1) day of on-site Services, Agency must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon Air App (ASDS) • Configure agency settings based on Agency need • Configure drone controller • Troubleshoot IT issues with Axon Evidence
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
Classroom and practical training sessions Step-by-step explanation and assistance for Agency's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service**.

a. **Purchases of 50 SSA units or more**: Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Agency is responsible for providing a suitable work/training area.

b. **Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

11. **Out of Scope Services**. Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

12. **Delivery of Services**. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

13. **Access Computer Systems to Perform Services**. Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

14. **Site Preparation**. Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it

15. **Acceptance**. When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional services.

16. **Agency Network**. For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.

Technology Assurance Plan Appendix

If Technology Assurance Plan ("**TAP**") or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty**. The TAP warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan**. If Agency purchases an Officer Safety Plan ("**OSP**"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term**. OSP 7 or OSP 10 begins on the date specified in the Quote ("**OSP Term**").
4. **TAP BWC Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Agency purchased TAP, Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
5. **TAP Dock Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay**. Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Agency.
7. **Upgrade Change**. If Agency wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Agency must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device**. Within thirty (30) days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
9. **Termination**. If Agency's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
   - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
   - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
   - 9.3. Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.

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Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term**. The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Agency related to virtual reality (collectively, "**Virtual Reality Media**").

2. **Headsets**. Agency may purchase additional virtual reality headsets from Axon. In the event Agency decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Agency must purchase those headsets from Axon.

3. **License Restrictions**. All licenses will immediately terminate if Agency does not comply with any term of this Agreement. If Agency utilizes more users than stated in this Agreement, Agency must purchase additional Virtual Reality Media licenses from Axon. Agency may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Agency may not:

   3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;

   3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;

   3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;

   3.4. use trade secret information contained in Virtual Reality Media;

   3.5. resell, rent, loan or sublicense Virtual Reality Media;

   3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or

   3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.

4. **Privacy**. Agency's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at https://www.axon.com/axonvrprivacypolicy.

5. **Termination**. Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement.

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International:
+1.800.978.2737

Q-511382-45252.672MT

Issued: 11/22/2023

Quote Expiration: 12/31/2023

Estimated Contract Start Date: 04/01/2024

Account Number: 111065

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Delivery-2100 High Ridge Rd 2100 High Ridge Rd Boynton Beach, FL 33426-8820 USA	Boynton Beach Police Dept. - FL PO Box 310 Boynton Beach FL 33425-0310 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Brendan Rome Phone: Email: brome@axon.com Fax:	Jack Dale Phone: Email: dalej@bbfl.us Fax:

Quote Summary

Program Length	57 Months
TOTAL COST	$156,207.48
ESTIMATED TOTAL W/ TAX	$156,207.48

Discount Summary

Average Savings Per Year	$21,109.68
TOTAL SAVINGS	$100,270.97

Payment Summary

Date	Subtotal	Tax	Total
Mar 2024	$40,000.00	$0.00	$40,000.00
Dec 2024	$29,051.87	$0.00	$29,051.87
Dec 2025	$29,051.87	$0.00	$29,051.87
Dec 2026	$29,051.87	$0.00	$29,051.87
Dec 2027	$29,051.87	$0.00	$29,051.87

Payment Summary

Date	Subtotal	Tax	Total
Total	$156,207.48	$0.00	$156,207.48

Quote Unbundled Price:	**$256,478.45**
Quote List Price:	**$258,858.77**
Quote Subtotal:	**$156,207.48**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
V00003	BUNDLE - VR CONTROLLER TAP - T7/T10	3	57			$0.00	$0.00	$0.00	$0.00
TapHeadset	VR Headset TAP Bundle	7	57	$36.70	$41.38	$0.00	$0.00	$0.00	$0.00
TapTablet	VR Tablet TAP Bundle	3	57	$20.39	$23.39	$0.00	$0.00	$0.00	$0.00
A la Carte Hardware									
20378	HTC FOCUS 3 VR HEADSET	7			$1,935.00	$0.00	$0.00	$0.00	$0.00
VRCK	VR Controller Kit	3	57		$5,763.22	$0.00	$0.00	$0.00	$0.00
A la Carte Software									
20370	FULL VR TASER 7 ADD-ON USER ACCESS	163	57		$21.58	$16.28	$151,257.48	$0.00	$151,257.48
A la Carte Services									
20379	VR 1-DAY SERVICE	1			$4,950.00	$4,950.00	$4,950.00	$0.00	$4,950.00
A la Carte Warranties									
100197	HTC FOCUS 3 VR HEADSET - WARRANTY	7	46		$6.41	$0.00	$0.00	$0.00	$0.00
Total							**$156,207.48**	**$0.00**	**$156,207.48**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
VR Controller Kit	100126	AXON VR TACTICAL BAG	3	03/01/2024
VR Controller Kit	100833	TASER 7 VR CONTROLLER	3	03/01/2024
VR Controller Kit	100862	VR - PLACEHOLDER - SIDEARM CONTROLLER	3	03/01/2024
VR Controller Kit	100919	VR - PLACEHOLDER - HOLSTER T7 CONTROLLER	3	03/01/2024
VR Controller Kit	100920	VR - PLACEHOLDER- SIDEARM CONTROLLER HOLSTER	3	03/01/2024
VR Controller Kit	20296	VR TABLET	3	03/01/2024
VR Controller Kit	20297	VR TABLET CASE	3	03/01/2024
A la Carte	20378	HTC FOCUS 3 VR HEADSET	7	03/01/2024
BUNDLE - VR CONTROLLER TAP - T7/T10	101009	VR SIDEARM CONTROLLER REFRESH ONE	3	09/01/2026
BUNDLE - VR CONTROLLER TAP - T7/T10	101012	VR CONTROLLER REFRESH ONE	3	09/01/2026
VR Headset TAP Bundle	20373	VIRTUAL REALITY HEADSET REFRESH ONE	7	09/01/2026
VR Tablet TAP Bundle	100210	VIRTUAL REALITY TABLET REFRESH ONE	3	09/01/2026

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	20370	FULL VR TASER 7 ADD-ON USER ACCESS	163	04/01/2024	12/31/2028

Services

Bundle	Item	Description	QTY
A la Carte	20379	VR 1-DAY SERVICE	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - VR CONTROLLER TAP - T7/T10	101008	VR SIDEARM CONTROLLER WARRANTY	3	04/01/2024	12/31/2028
VR Controller Kit	100213	VIRTUAL REALITY TABLET - HARDWARE WARRANTY	3	03/01/2025	12/31/2028
A la Carte	100197	HTC FOCUS 3 VR HEADSET - WARRANTY	7	03/01/2025	12/31/2028

Payment Details

Mar 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	100197	HTC FOCUS 3 VR HEADSET - WARRANTY	7	$0.00	$0.00	$0.00
Annual Payment 1	20370	FULL VR TASER 7 ADD-ON USER ACCESS	163	$35,050.00	$0.00	$35,050.00
Annual Payment 1	20378	HTC FOCUS 3 VR HEADSET	7	$0.00	$0.00	$0.00
Annual Payment 1	20379	VR 1-DAY SERVICE	1	$4,950.00	$0.00	$4,950.00
Annual Payment 1	TapHeadset	VR Headset TAP Bundle	7	$0.00	$0.00	$0.00
Annual Payment 1	TapTablet	VR Tablet TAP Bundle	3	$0.00	$0.00	$0.00
Annual Payment 1	V00003	BUNDLE - VR CONTROLLER TAP - T7/T10	3	$0.00	$0.00	$0.00
Annual Payment 1	VRCK	VR Controller Kit	3	$0.00	$0.00	$0.00
Total				**$40,000.00**	**$0.00**	**$40,000.00**

Apr 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	TapHeadset	VR Headset TAP Bundle	7	$0.00	$0.00	$0.00
Invoice Upon Fulfillment	TapTablet	VR Tablet TAP Bundle	3	$0.00	$0.00	$0.00
Invoice Upon Fulfillment	V00003	BUNDLE - VR CONTROLLER TAP - T7/T10	3	$0.00	$0.00	$0.00
Total				**$0.00**	**$0.00**	**$0.00**

Dec 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	100197	HTC FOCUS 3 VR HEADSET - WARRANTY	7	$0.00	$0.00	$0.00
Annual Payment 2	20370	FULL VR TASER 7 ADD-ON USER ACCESS	163	$29,051.87	$0.00	$29,051.87
Annual Payment 2	20378	HTC FOCUS 3 VR HEADSET	7	$0.00	$0.00	$0.00
Annual Payment 2	TapHeadset	VR Headset TAP Bundle	7	$0.00	$0.00	$0.00
Annual Payment 2	TapTablet	VR Tablet TAP Bundle	3	$0.00	$0.00	$0.00
Annual Payment 2	V00003	BUNDLE - VR CONTROLLER TAP - T7/T10	3	$0.00	$0.00	$0.00
Annual Payment 2	VRCK	VR Controller Kit	3	$0.00	$0.00	$0.00
Total				**$29,051.87**	**$0.00**	**$29,051.87**

Dec 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	100197	HTC FOCUS 3 VR HEADSET - WARRANTY	7	$0.00	$0.00	$0.00
Annual Payment 3	20370	FULL VR TASER 7 ADD-ON USER ACCESS	163	$29,051.87	$0.00	$29,051.87
Annual Payment 3	20378	HTC FOCUS 3 VR HEADSET	7	$0.00	$0.00	$0.00
Annual Payment 3	TapHeadset	VR Headset TAP Bundle	7	$0.00	$0.00	$0.00
Annual Payment 3	TapTablet	VR Tablet TAP Bundle	3	$0.00	$0.00	$0.00
Annual Payment 3	V00003	BUNDLE - VR CONTROLLER TAP - T7/T10	3	$0.00	$0.00	$0.00
Annual Payment 3	VRCK	VR Controller Kit	3	$0.00	$0.00	$0.00

Dec 2025						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Total				**$29,051.87**	**$0.00**	**$29,051.87**

Dec 2026						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Annual Payment 4	100197	HTC FOCUS 3 VR HEADSET - WARRANTY	7	$0.00	$0.00	$0.00
Annual Payment 4	20370	FULL VR TASER 7 ADD-ON USER ACCESS	163	$29,051.87	$0.00	$29,051.87
Annual Payment 4	20378	HTC FOCUS 3 VR HEADSET	7	$0.00	$0.00	$0.00
Annual Payment 4	TapHeadset	VR Headset TAP Bundle	7	$0.00	$0.00	$0.00
Annual Payment 4	TapTablet	VR Tablet TAP Bundle	3	$0.00	$0.00	$0.00
Annual Payment 4	V00003	BUNDLE - VR CONTROLLER TAP - T7/T10	3	$0.00	$0.00	$0.00
Annual Payment 4	VRCK	VR Controller Kit	3	$0.00	$0.00	$0.00
Total				**$29,051.87**	**$0.00**	**$29,051.87**

Dec 2027						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Annual Payment 5	100197	HTC FOCUS 3 VR HEADSET - WARRANTY	7	$0.00	$0.00	$0.00
Annual Payment 5	20370	FULL VR TASER 7 ADD-ON USER ACCESS	163	$29,051.87	$0.00	$29,051.87
Annual Payment 5	20378	HTC FOCUS 3 VR HEADSET	7	$0.00	$0.00	$0.00
Annual Payment 5	TapHeadset	VR Headset TAP Bundle	7	$0.00	$0.00	$0.00
Annual Payment 5	TapTablet	VR Tablet TAP Bundle	3	$0.00	$0.00	$0.00
Annual Payment 5	V00003	BUNDLE - VR CONTROLLER TAP - T7/T10	3	$0.00	$0.00	$0.00
Annual Payment 5	VRCK	VR Controller Kit	3	$0.00	$0.00	$0.00
Total				**$29,051.87**	**$0.00**	**$29,051.87**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

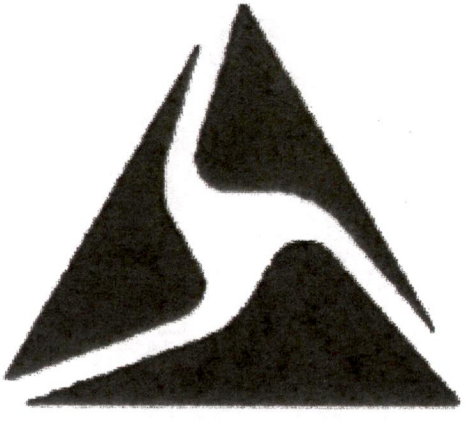
Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

12/19/23

Signature

Date Signed

11/22/2023



RESOLUTION NO. R24-176

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A SECOND AMENDMENT TO THE MASTER SERVICES AND PURCHASING AGREEMENT WITH AXON ENTERPRISE, INC., FOR THE PURCHASE OF IN-CAR VIDEO CAMERA SYSTEMS, BODY-WORN CAMERAS, AND TASERS FOR AN AMOUNT NOT TO EXCEED $436,180.19 OVER A 49-MONTHS TERM; AND FOR ALL OTHER PURPOSES.

WHEREAS, on November 14, 2022, the City entered a Master Services and Purchasing Agreement with Axon Enterprise, Inc. ("Vendor") approved by Resolution No. R22-168; and

WHEREAS, on December 19, 2023, the City and Vendor entered into a First Amendment to the Master Services and Purchasing Agreement for the purchase of a Virtual Reality Training System for an amount not to exceed $156,207.48 over a five (5) year term, approved by Resolution No. R23-189; and

WHEREAS, the Police Department desires to purchase additional in-car video camera systems (Axon Fleet), body-worn cameras (BWC), and tasers to accommodate thirteen (13) new officers. The approval of this request will allow these new officers to obtain the necessary equipment needed to perform their required duties and maintain consistency. In-car videos and BWCs provide documentation of police interactions. The Taser is a less-than-lethal device, which reduces the need for additional force in some cases. All of these devices have advanced features and provide a record for later audits and informational purposes; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it to be in the best interests of the citizens and residents of the City to approve a Second Amendment to the Master Services and Purchasing Agreement with Axon Enterprise, Inc., for the purchase of in-car video camera systems, body-worn cameras, and tasers in an amount not to exceed $436,180.19 over a 49-month term.

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 hereby approves a Second Amendment between Axon Enterprise, Inc., and the City for the purchase of in-car video camera systems, body-worn cameras, and tasers in an amount not to exceed $436,180.19 over a 49-month term (the "Amendment"), in form and substance similar to that attached as **"Exhibit A."**

SECTION 3. The Mayor is authorized to execute the Amendment and other related documents as necessary to implement this Resolution.

SECTION 4. The City Clerk shall retain one fully executed original of the Amendment as a public record of the City. A copy of the fully executed Amendment shall be provided to Karl Maracotta to forward to Axon Enterprise, Inc.

SECTION 5. This Resolution shall take effect in accordance with law.

PASSED AND ADOPTED this 16th day of August 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	✓	
Vice Mayor – Aimee Kelley	✓	
Commissioner – Angela Cruz	✓	
Commissioner – Woodrow L. Hay	✓	
Commissioner – Thomas Turkin	✓	

VOTE 5-0

ATTEST:

Maylee De Jesus, MPA, MMC
City Clerk

Ty Penserga
Mayor
8/7/24

(Corporate Seal)

APPROVED AS TO FORM:

Shawna G. Lamb
City Attorney

Docusign Envelope ID: 8EF969EC-ADDC-4645-A388-F0C538252A2F

Second Amendment to the Master Services and Purchasing Agreement

This Second Amendment ("**Amendment**") is between Axon Enterprise, Inc. (f/k/a Taser International, Inc.), a Delaware corporation ("**Axon**"), and the City of Boynton Beach ("**Agency**"). This Amendment is effective as of the last signature date on this Amendment ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**".

Axon and Agency are Parties to the TASER 7 Agreement by and between Axon Enterprise, Inc. and the City of Boynton Beach Police Dept., dated June 7, 2021 (the "**Agreement**"), which was supplemented by the Master Services and Purchasing Agreement terms as of November 14, 2022, under Q-385041 and further amended on December 19, 2023, under Q-511382.

The Parties wish to incorporate further changes into the Agreement in order to expand the scope of offered products.

The Parties therefore agree as follows:

1. The attached documents are hereby incorporated into the Agreement:
   a. Quote: Q-594677-45502.914AP
   b. Quote: Q-594686-45502.916AP
2. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.
3. Additional Terms. The following new section is added to the Agreement:
   ANTI-HUMAN TRAFFICKING. On or before the Effective Date of the Agreement, Axon shall provide Agency with an affidavit attesting that Axon does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.
4. Controlling Provisions. Except as otherwise specifically provided in this Amendment, in the event of any conflict between the Agreement, Addendum to Master Services and Purchasing Agreement, the First Amendment and this Second Amendment, the provisions shall be given precedence in the following order: (1) Addendum to Master Services and Purchasing Agreement, (2) this Second Amendment, (3) the First Amendment and (4 the Agreement.

Each representative identified below declares that they are an authorized representative of the respective Party with authority to execute this Amendment as of the date of signature.

Axon Enterprise, Inc.

Signature: DocuSigned by: Robert Driscoll 55DAEBB131A4424...

Name: Robert Driscoll

Title: Deputy General Counsel

Date: 7/30/2024 | 6:58 AM MST

City of Boynton Beach

Signature: E. Ty

Name: Ty Penserga

Title: Mayor

Date: 8/7/2024

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920

CITY ATTORNEY'S OFFICE
Approved as to form and legality
By: Shawna G. Sambo

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-594677-45502.914AP

Issued: 07/29/2024

Quote Expiration: 07/31/2024

Estimated Contract Start Date: 12/01/2024

Account Number: 111065

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Boynton Beach Police Dept. - FL 2100 High Ridge Rd Boynton Beach, FL 33426-8820 USA	Boynton Beach Police Dept. - FL PO Box 310 Boynton Beach FL 33425-0310 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Brendan Rome Phone: Email: brome@axon.com Fax:	Karl Maracotta Phone: 561-742-6170 Email: maracottak@bbfl.us Fax: (561) 742-6185

Quote Summary

Program Length	49 Months
TOTAL COST	$205,132.31
ESTIMATED TOTAL W/ TAX	$205,132.31

Discount Summary

Average Savings Per Year	$19,699.06
TOTAL SAVINGS	$80,437.84

Payment Summary

Date	Subtotal	Tax	Total
Jul 2024	$85,000.00	$0.00	$85,000.00
Nov 2024	$30,033.10	$0.00	$30,033.10
Dec 2025	$30,033.07	$0.00	$30,033.07
Dec 2026	$30,033.07	$0.00	$30,033.07
Dec 2027	$30,033.07	$0.00	$30,033.07
Total	**$205,132.31**	**$0.00**	**$205,132.31**

Quote Unbundled Price:	**$285,570.15**
Quote List Price:	**$214,605.41**
Quote Subtotal:	**$205,132.31**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
73352	TRUE UP - BWC HARDWARE FINANCING	1	11		$23.30	$23.30	$256.30	$0.00	$256.30
73352	TRUE UP - BWC HARDWARE FINANCING	6	11		$23.30	$23.30	$1,537.80	$0.00	$1,537.80
100841	TRUE UP - OFFICER SAFETY PLAN 10 PLUS	6	11		$42.82	$42.82	$2,826.12	$0.00	$2,826.12
80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	6	11		$108.00	$108.00	$7,128.00	$0.00	$7,128.00
BWCamTAP	Body Worn Camera TAP Bundle	6	49	$46.77	$33.80	$33.80	$9,937.20	$0.00	$9,937.20
M00012	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	6	49	$432.11	$297.90	$297.91	$87,585.54	$0.00	$87,585.54
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	49	$85.31	$36.07	$36.07	$1,767.43	$0.00	$1,767.43
Fleet3A	Fleet 3 Advanced	6	49	$340.56	$254.57	$254.57	$74,843.58	$0.00	$74,843.58
A la Carte Hardware									
AB3C	AB3 Camera Bundle	12			$789.00	$789.00	$9,468.00	$0.00	$9,468.00
AB3MBD	AB3 Multi Bay Dock Bundle	2			$1,638.90	$293.88	$587.76	$0.00	$587.76
A la Carte Software									
73680	AXON RESPOND PLUS - LICENSE	6	49		$21.07	$21.07	$6,194.58	$0.00	$6,194.58
A la Carte Services									
85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1			$6,786.00	$0.00	$0.00	$0.00	$0.00
100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1			$3,000.00	$3,000.00	$3,000.00	$0.00	$3,000.00
Total							**$205,132.31**	**$0.00**	**$205,132.31**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB3 Camera Bundle	11534	AXON BODY - CABLE - USB-C TO USB-A (AB3 OR FLEX 2)	14	1	11/01/2024
AB3 Camera Bundle	73202	AXON BODY 3 - CAMERA - NA10 US BLK RAPIDLOCK	12	1	11/01/2024
AB3 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	14	1	11/01/2024
AB3 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	2	1	11/01/2024
AB3 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	2	1	11/01/2024
AB3 Multi Bay Dock Bundle	74210	AXON BODY 3 - DOCK - EIGHT BAY	2	1	11/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100126	AXON VR - TACTICAL BAG	1	1	11/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	6	2	11/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	6	1	11/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	11/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	3	1	11/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100396	AXON TASER 10 - MAGAZINE - INERT RED	6	1	11/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100399	AXON TASER 10 - CARTRIDGE - LIVE	120	1	11/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100400	AXON TASER 10 - CARTRIDGE - HALT	40	1	11/01/2024

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100401	AXON TASER 10 - CARTRIDGE - INERT	60	1	11/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	6	1	11/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	1	1	11/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	6	1	11/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100748	AXON VR - CONTROLLER - TASER 10	1	1	11/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100832	AXON VR - CONTROLLER - HANDGUN VR19H	1	1	11/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101290	AXON VR - HOLSTER - T7 SAFARILAND GRAY RH	1	1	11/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101294	AXON VR - TABLET	1	1	11/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101300	AXON VR - TABLET CASE	1	1	11/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20018	AXON TASER - BATTERY PACK - TACTICAL	2	1	11/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20018	AXON TASER - BATTERY PACK - TACTICAL	6	1	11/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20378	AXON VR - HEADSET - HTC FOCUS 3	1	1	11/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	11/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	11/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	12	1	11/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	11/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	11/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	11/01/2024
Fleet 3 Advanced	11634	AXON FLEET - CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	6	1	11/01/2024
Fleet 3 Advanced	70112	AXON SIGNAL - SIGNAL UNIT	6	1	11/01/2024
Fleet 3 Advanced	71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	6	1	11/01/2024
Fleet 3 Advanced	72034	AXON FLEET 3 - SIM INSERTION - VZW	6	1	11/01/2024
Fleet 3 Advanced	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	6	1	11/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100399	AXON TASER 10 - CARTRIDGE - LIVE	20	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100400	AXON TASER 10 - CARTRIDGE - HALT	50	1	11/01/2025
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	1	1	05/01/2026
Body Worn Camera TAP Bundle	73309	AXON BODY - TAP REFRESH 1 - CAMERA	6	1	05/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73309	AXON BODY - TAP REFRESH 1 - CAMERA	6	1	05/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	1	1	05/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100399	AXON TASER 10 - CARTRIDGE - LIVE	20	1	11/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100400	AXON TASER 10 - CARTRIDGE - HALT	50	1	11/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100210	AXON VR - TAP REFRESH 1 - TABLET	1	1	05/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	1	1	05/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	1	1	05/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20373	AXON VR - TAP REFRESH 1 - HEADSET	1	1	05/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100399	AXON TASER 10 - CARTRIDGE - LIVE	20	1	11/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100400	AXON TASER 10 - CARTRIDGE - HALT	50	1	11/01/2027
Body Worn Camera Multi-Bay Dock TAP Bundle	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	1	1	11/01/2028
Body Worn Camera TAP Bundle	73310	AXON BODY - TAP REFRESH 2 - CAMERA	6	1	11/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100399	AXON TASER 10 - CARTRIDGE - LIVE	20	1	11/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100400	AXON TASER 10 - CARTRIDGE - HALT	50	1	11/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73310	AXON BODY - TAP REFRESH 2 - CAMERA	6	1	11/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	1	1	11/01/2028
Fleet 3 Advanced	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	6	1	11/01/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101180	AXON TASER - DATA SCIENCE PROGRAM	6	12/01/2024	12/31/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20248	AXON TASER - EVIDENCE.COM LICENSE	1	12/01/2024	12/31/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20248	AXON TASER - EVIDENCE.COM LICENSE	6	12/01/2024	12/31/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20370	AXON VR - FULL ACCESS - TASER ADD-ON USER	6	12/01/2024	12/31/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	6	12/01/2024	12/31/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73618	AXON COMMUNITY REQUEST	6	12/01/2024	12/31/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73638	AXON STANDARDS - LICENSE	6	12/01/2024	12/31/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73680	AXON RESPOND PLUS - LICENSE	6	12/01/2024	12/31/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	6	12/01/2024	12/31/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	60	12/01/2024	12/31/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	6	12/01/2024	12/31/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73739	AXON PERFORMANCE - LICENSE	6	12/01/2024	12/31/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73746	AXON EVIDENCE - ECOM LICENSE - PRO	6	12/01/2024	12/31/2028
Fleet 3 Advanced	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	6	12/01/2024	12/31/2028
Fleet 3 Advanced	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	6	12/01/2024	12/31/2028
Fleet 3 Advanced	80402	AXON RESPOND - LICENSE - FLEET 3	6	12/01/2024	12/31/2028
Fleet 3 Advanced	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	12	12/01/2024	12/31/2028
A la Carte	73680	AXON RESPOND PLUS - LICENSE	6	12/01/2024	12/31/2028

Services

Bundle	Item	Description	QTY
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	6
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	1
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101193	AXON TASER - ON DEMAND CERTIFICATION	1
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	6
Fleet 3 Advanced	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	6
A la Carte	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1
A la Carte	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	1	11/01/2025	12/31/2028
Body Worn Camera TAP Bundle	80464	AXON BODY - TAP WARRANTY - CAMERA	6	11/01/2025	12/31/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100197	AXON VR - EXT WARRANTY - HTC FOCUS 3 HEADSET	1	11/01/2025	12/31/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100213	AXON VR - EXT WARRANTY - TABLET	1	11/01/2025	12/31/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	6	11/01/2025	12/31/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101007	AXON VR - EXT WARRANTY - CONTROLLER	1	11/01/2025	12/31/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	1	11/01/2025	12/31/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	2	11/01/2025	12/31/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	6	11/01/2025	12/31/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	11/01/2025	12/31/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80464	AXON BODY - TAP WARRANTY - CAMERA	6	11/01/2025	12/31/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	1	11/01/2025	12/31/2028
Fleet 3 Advanced	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	6	11/01/2025	12/31/2028
Fleet 3 Advanced	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	6	11/01/2025	12/31/2028

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	2100 High Ridge Rd	Boynton Beach	FL	33426-8820	USA
2	2100 High Ridge Rd	Boynton Beach	FL	33426-8820	USA

Payment Details

Jul 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1A	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	$1,243.10	$0.00	$1,243.10
Year 1A	100841	TRUE UP - OFFICER SAFETY PLAN 10 PLUS	6	$1,171.05	$0.00	$1,171.05
Year 1A	73352	TRUE UP - BWC HARDWARE FINANCING	6	$637.21	$0.00	$637.21
Year 1A	73352	TRUE UP - BWC HARDWARE FINANCING	1	$106.20	$0.00	$106.20
Year 1A	73680	AXON RESPOND PLUS - LICENSE	6	$2,566.83	$0.00	$2,566.83
Year 1A	80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	6	$2,953.61	$0.00	$2,953.61
Year 1A	AB3C	AB3 Camera Bundle	12	$3,923.22	$0.00	$3,923.22
Year 1A	AB3MBD	AB3 Multi Bay Dock Bundle	2	$243.55	$0.00	$243.55
Year 1A	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	$732.36	$0.00	$732.36
Year 1A	BWCamTAP	Body Worn Camera TAP Bundle	6	$4,117.64	$0.00	$4,117.64
Year 1A	Fleet3A	Fleet 3 Advanced	6	$31,012.70	$0.00	$31,012.70
Year 1A	M00012	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	6	$36,292.53	$0.00	$36,292.53
Total				**$85,000.00**	**$0.00**	**$85,000.00**

Nov 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1B	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	$439.23	$0.00	$439.23
Year 1B	100841	TRUE UP - OFFICER SAFETY PLAN 10 PLUS	6	$413.77	$0.00	$413.77
Year 1B	73352	TRUE UP - BWC HARDWARE FINANCING	1	$37.52	$0.00	$37.52
Year 1B	73352	TRUE UP - BWC HARDWARE FINANCING	6	$225.15	$0.00	$225.15
Year 1B	73680	AXON RESPOND PLUS - LICENSE	6	$906.94	$0.00	$906.94
Year 1B	80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	6	$1,043.60	$0.00	$1,043.60
Year 1B	AB3C	AB3 Camera Bundle	12	$1,386.20	$0.00	$1,386.20
Year 1B	AB3MBD	AB3 Multi Bay Dock Bundle	2	$86.05	$0.00	$86.05
Year 1B	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	$258.77	$0.00	$258.77
Year 1B	BWCamTAP	Body Worn Camera TAP Bundle	6	$1,454.89	$0.00	$1,454.89
Year 1B	Fleet3A	Fleet 3 Advanced	6	$10,957.79	$0.00	$10,957.79
Year 1B	M00012	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	6	$12,823.19	$0.00	$12,823.19
Total				**$30,033.10**	**$0.00**	**$30,033.10**

Dec 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	$0.00	$0.00	$0.00
Invoice Upon Fulfillment	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	$0.00	$0.00	$0.00
Invoice Upon Fulfillment	BWCamTAP	Body Worn Camera TAP Bundle	6	$0.00	$0.00	$0.00
Invoice Upon Fulfillment	M00012	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	6	$0.00	$0.00	$0.00
Total				**$0.00**	**$0.00**	**$0.00**

Dec 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	$439.22	$0.00	$439.22
Year 2	100841	TRUE UP - OFFICER SAFETY PLAN 10 PLUS	6	$413.77	$0.00	$413.77
Year 2	73352	TRUE UP - BWC HARDWARE FINANCING	6	$225.15	$0.00	$225.15
Year 2	73352	TRUE UP - BWC HARDWARE FINANCING	1	$37.52	$0.00	$37.52
Year 2	73680	AXON RESPOND PLUS - LICENSE	6	$906.94	$0.00	$906.94
Year 2	80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	6	$1,043.60	$0.00	$1,043.60
Year 2	AB3C	AB3 Camera Bundle	12	$1,386.19	$0.00	$1,386.19
Year 2	AB3MBD	AB3 Multi Bay Dock Bundle	2	$86.05	$0.00	$86.05
Year 2	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	$258.77	$0.00	$258.77
Year 2	BWCamTAP	Body Worn Camera TAP Bundle	6	$1,454.89	$0.00	$1,454.89
Year 2	Fleet3A	Fleet 3 Advanced	6	$10,957.78	$0.00	$10,957.78
Year 2	M00012	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	6	$12,823.19	$0.00	$12,823.19
Total				**$30,033.07**	**$0.00**	**$30,033.07**

Dec 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	$439.22	$0.00	$439.22
Year 3	100841	TRUE UP - OFFICER SAFETY PLAN 10 PLUS	6	$413.77	$0.00	$413.77
Year 3	73352	TRUE UP - BWC HARDWARE FINANCING	6	$225.15	$0.00	$225.15
Year 3	73352	TRUE UP - BWC HARDWARE FINANCING	1	$37.52	$0.00	$37.52
Year 3	73680	AXON RESPOND PLUS - LICENSE	6	$906.94	$0.00	$906.94
Year 3	80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	6	$1,043.60	$0.00	$1,043.60
Year 3	AB3C	AB3 Camera Bundle	12	$1,386.19	$0.00	$1,386.19
Year 3	AB3MBD	AB3 Multi Bay Dock Bundle	2	$86.05	$0.00	$86.05
Year 3	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	$258.77	$0.00	$258.77
Year 3	BWCamTAP	Body Worn Camera TAP Bundle	6	$1,454.89	$0.00	$1,454.89
Year 3	Fleet3A	Fleet 3 Advanced	6	$10,957.78	$0.00	$10,957.78
Year 3	M00012	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	6	$12,823.19	$0.00	$12,823.19
Total				**$30,033.07**	**$0.00**	**$30,033.07**

Dec 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	$439.22	$0.00	$439.22
Year 4	100841	TRUE UP - OFFICER SAFETY PLAN 10 PLUS	6	$413.77	$0.00	$413.77
Year 4	73352	TRUE UP - BWC HARDWARE FINANCING	6	$225.15	$0.00	$225.15
Year 4	73352	TRUE UP - BWC HARDWARE FINANCING	1	$37.52	$0.00	$37.52
Year 4	73680	AXON RESPOND PLUS - LICENSE	6	$906.94	$0.00	$906.94
Year 4	80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	6	$1,043.60	$0.00	$1,043.60
Year 4	AB3C	AB3 Camera Bundle	12	$1,386.19	$0.00	$1,386.19
Year 4	AB3MBD	AB3 Multi Bay Dock Bundle	2	$86.05	$0.00	$86.05
Year 4	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	$258.77	$0.00	$258.77
Year 4	BWCamTAP	Body Worn Camera TAP Bundle	6	$1,454.89	$0.00	$1,454.89
Year 4	Fleet3A	Fleet 3 Advanced	6	$10,957.78	$0.00	$10,957.78
Year 4	M00012	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	6	$12,823.19	$0.00	$12,823.19
Total				**$30,033.07**	**$0.00**	**$30,033.07**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

This quote represents part 1 of a 2 part quote. The binding nature of this quote is contingent upon the subsequent booking of part 1 quote Q-594677 and part 2 quote Q-594686.

Signature

Date Signed

7/29/2024

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-594686-45502.916AP

Issued: 07/29/2024

Quote Expiration: 07/31/2024

Estimated Contract Start Date: 12/01/2024

Account Number: 111065

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Boynton Beach Police Dept. - FL 2100 High Ridge Rd Boynton Beach, FL 33426-8820 USA	Boynton Beach Police Dept. - FL PO Box 310 Boynton Beach FL 33425-0310 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Brendan Rome Phone: Email: brome@axon.com Fax:	Karl Maracotta Phone: 561-742-6170 Email: maracottak@bbfl.us Fax: (561) 742-6185

Quote Summary

Program Length	49 Months
TOTAL COST	$231,047.88
ESTIMATED TOTAL W/ TAX	$231,047.88

Discount Summary

Average Savings Per Year	$20,398.39
TOTAL SAVINGS	$83,293.44

Payment Summary

Date	Subtotal	Tax	Total
Nov 2024	$57,761.97	$0.00	$57,761.97
Nov 2025	$57,761.97	$0.00	$57,761.97
Nov 2026	$57,761.97	$0.00	$57,761.97
Nov 2027	$57,761.97	$0.00	$57,761.97
Total	**$231,047.88**	**$0.00**	**$231,047.88**

Quote Unbundled Price:	**$314,341.32**
Quote List Price:	**$231,047.88**
Quote Subtotal:	**$231,047.88**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
73352	TRUE UP - BWC HARDWARE FINANCING	1	12		$23.30	$23.30	$279.60	$0.00	$279.60
73352	TRUE UP - BWC HARDWARE FINANCING	7	12		$23.30	$23.30	$1,957.20	$0.00	$1,957.20
100841	TRUE UP - OFFICER SAFETY PLAN 10 PLUS	7	12		$42.82	$42.82	$3,596.88	$0.00	$3,596.88
80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	7	12		$108.00	$108.00	$9,072.00	$0.00	$9,072.00
M00012	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	7	48	$423.36	$291.95	$291.95	$98,095.20	$0.00	$98,095.20
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	48	$86.71	$35.35	$35.35	$1,696.80	$0.00	$1,696.80
Fleet3A	Fleet 3 Advanced	7	48	$344.25	$249.48	$249.48	$83,825.28	$0.00	$83,825.28
BWCamTAP	Body Worn Camera TAP Bundle	7	48	$47.51	$33.13	$33.13	$11,131.68	$0.00	$11,131.68
A la Carte Hardware									
AB3MBD	AB3 Multi Bay Dock Bundle	2			$1,638.90	$1,638.90	$3,277.80	$0.00	$3,277.80
AB3C	AB3 Camera Bundle	14			$789.00	$789.00	$11,046.00	$0.00	$11,046.00
A la Carte Software									
73680	AXON RESPOND PLUS - LICENSE	7	48		$21.04	$21.04	$7,069.44	$0.00	$7,069.44
Total							**$231,047.88**	**$0.00**	**$231,047.88**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB3 Camera Bundle	11534	AXON BODY - CABLE - USB-C TO USB-A (AB3 OR FLEX 2)	16	1	12/01/2024
AB3 Camera Bundle	73202	AXON BODY 3 - CAMERA - NA10 US BLK RAPIDLOCK	14	1	12/01/2024
AB3 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	16	1	12/01/2024
AB3 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	2	1	12/01/2024
AB3 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	2	1	12/01/2024
AB3 Multi Bay Dock Bundle	74210	AXON BODY 3 - DOCK - EIGHT BAY	2	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100126	AXON VR - TACTICAL BAG	1	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	7	2	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	7	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	3	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100396	AXON TASER 10 - MAGAZINE - INERT RED	7	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100399	AXON TASER 10 - CARTRIDGE - LIVE	140	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100400	AXON TASER 10 - CARTRIDGE - HALT	50	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100401	AXON TASER 10 - CARTRIDGE - INERT	70	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	7	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	1	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	7	1	12/01/2024

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100748	AXON VR - CONTROLLER - TASER 10	1	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100832	AXON VR - CONTROLLER - HANDGUN VR19H	1	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101290	AXON VR - HOLSTER - T7 SAFARILAND GRAY RH	1	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101294	AXON VR - TABLET	1	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101300	AXON VR - TABLET CASE	1	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20018	AXON TASER - BATTERY PACK - TACTICAL	2	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20018	AXON TASER - BATTERY PACK - TACTICAL	7	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20378	AXON VR - HEADSET - HTC FOCUS 3	1	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	14	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	12/01/2024
Fleet 3 Advanced	11634	AXON FLEET - CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	7	1	12/01/2024
Fleet 3 Advanced	70112	AXON SIGNAL - SIGNAL UNIT	7	1	12/01/2024
Fleet 3 Advanced	71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	7	1	12/01/2024
Fleet 3 Advanced	72034	AXON FLEET 3 - SIM INSERTION - VZW	7	1	12/01/2024
Fleet 3 Advanced	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	7	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100399	AXON TASER 10 - CARTRIDGE - LIVE	30	1	12/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100400	AXON TASER 10 - CARTRIDGE - HALT	60	1	12/01/2025
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	1	1	05/01/2026
Body Worn Camera TAP Bundle	73309	AXON BODY - TAP REFRESH 1 - CAMERA	7	1	05/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73309	AXON BODY - TAP REFRESH 1 - CAMERA	7	1	05/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	1	1	05/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100399	AXON TASER 10 - CARTRIDGE - LIVE	20	1	12/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100400	AXON TASER 10 - CARTRIDGE - HALT	60	1	12/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100210	AXON VR - TAP REFRESH 1 - TABLET	1	1	06/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	1	1	06/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	1	1	06/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20373	AXON VR - TAP REFRESH 1 - HEADSET	1	1	06/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100399	AXON TASER 10 - CARTRIDGE - LIVE	20	1	12/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100400	AXON TASER 10 - CARTRIDGE - HALT	50	1	12/01/2027
Body Worn Camera Multi-Bay Dock TAP Bundle	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	1	1	11/01/2028
Body Worn Camera TAP Bundle	73310	AXON BODY - TAP REFRESH 2 - CAMERA	7	1	11/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73310	AXON BODY - TAP REFRESH 2 - CAMERA	7	1	11/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	1	1	11/01/2028
Fleet 3 Advanced	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	7	1	11/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100399	AXON TASER 10 - CARTRIDGE - LIVE	20	1	12/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100400	AXON TASER 10 - CARTRIDGE - HALT	60	1	12/01/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101180	AXON TASER - DATA SCIENCE PROGRAM	7	01/01/2025	12/31/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20248	AXON TASER - EVIDENCE.COM LICENSE	1	01/01/2025	12/31/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20248	AXON TASER - EVIDENCE.COM LICENSE	7	01/01/2025	12/31/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20370	AXON VR - FULL ACCESS - TASER ADD-ON USER	7	01/01/2025	12/31/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	7	01/01/2025	12/31/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73618	AXON COMMUNITY REQUEST	7	01/01/2025	12/31/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73638	AXON STANDARDS - LICENSE	7	01/01/2025	12/31/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73680	AXON RESPOND PLUS - LICENSE	7	01/01/2025	12/31/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	7	01/01/2025	12/31/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	70	01/01/2025	12/31/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	7	01/01/2025	12/31/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73739	AXON PERFORMANCE - LICENSE	7	01/01/2025	12/31/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73746	AXON EVIDENCE - ECOM LICENSE - PRO	7	01/01/2025	12/31/2028
Fleet 3 Advanced	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	7	01/01/2025	12/31/2028
Fleet 3 Advanced	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	7	01/01/2025	12/31/2028
Fleet 3 Advanced	80402	AXON RESPOND - LICENSE - FLEET 3	7	01/01/2025	12/31/2028
Fleet 3 Advanced	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	14	01/01/2025	12/31/2028
A la Carte	73680	AXON RESPOND PLUS - LICENSE	7	01/01/2025	12/31/2028

Services

Bundle	Item	Description	QTY
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	7
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	1
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101193	AXON TASER - ON DEMAND CERTIFICATION	1
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	7
Fleet 3 Advanced	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	7

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	1	12/01/2025	12/31/2028
Body Worn Camera TAP Bundle	80464	AXON BODY - TAP WARRANTY - CAMERA	7	12/01/2025	12/31/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100197	AXON VR - EXT WARRANTY - HTC FOCUS 3 HEADSET	1	12/01/2025	12/31/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100213	AXON VR - EXT WARRANTY - TABLET	1	12/01/2025	12/31/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	7	12/01/2025	12/31/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101007	AXON VR - EXT WARRANTY - CONTROLLER	1	12/01/2025	12/31/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	1	12/01/2025	12/31/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	2	12/01/2025	12/31/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	7	12/01/2025	12/31/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	12/01/2025	12/31/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80464	AXON BODY - TAP WARRANTY - CAMERA	7	12/01/2025	12/31/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	1	12/01/2025	12/31/2028
Fleet 3 Advanced	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	7	12/01/2025	12/31/2028
Fleet 3 Advanced	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	7	12/01/2025	12/31/2028

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	2100 High Ridge Rd	Boynton Beach	FL	33426-8820	USA
2	2100 High Ridge Rd	Boynton Beach	FL	33426-8820	USA

Payment Details

Nov 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100841	TRUE UP - OFFICER SAFETY PLAN 10 PLUS	7	$899.22	$0.00	$899.22
Year 1	73352	TRUE UP - BWC HARDWARE FINANCING	7	$489.30	$0.00	$489.30
Year 1	73352	TRUE UP - BWC HARDWARE FINANCING	1	$69.90	$0.00	$69.90
Year 1	73680	AXON RESPOND PLUS - LICENSE	7	$1,767.36	$0.00	$1,767.36
Year 1	80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	7	$2,268.00	$0.00	$2,268.00
Year 1	AB3C	AB3 Camera Bundle	14	$2,761.50	$0.00	$2,761.50
Year 1	AB3MBD	AB3 Multi Bay Dock Bundle	2	$819.45	$0.00	$819.45
Year 1	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	$424.20	$0.00	$424.20
Year 1	BWCamTAP	Body Worn Camera TAP Bundle	7	$2,782.92	$0.00	$2,782.92
Year 1	Fleet3A	Fleet 3 Advanced	7	$20,956.25	$0.00	$20,956.25
Year 1	M00012	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	7	$24,523.87	$0.00	$24,523.87
Total				**$57,761.97**	**$0.00**	**$57,761.97**

Jan 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	$0.00	$0.00	$0.00
Invoice Upon Fulfillment	BWCamTAP	Body Worn Camera TAP Bundle	7	$0.00	$0.00	$0.00
Invoice Upon Fulfillment	M00012	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	7	$0.00	$0.00	$0.00
Total				**$0.00**	**$0.00**	**$0.00**

Nov 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100841	TRUE UP - OFFICER SAFETY PLAN 10 PLUS	7	$899.22	$0.00	$899.22
Year 2	73352	TRUE UP - BWC HARDWARE FINANCING	7	$489.30	$0.00	$489.30
Year 2	73352	TRUE UP - BWC HARDWARE FINANCING	1	$69.90	$0.00	$69.90
Year 2	73680	AXON RESPOND PLUS - LICENSE	7	$1,767.36	$0.00	$1,767.36
Year 2	80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	7	$2,268.00	$0.00	$2,268.00
Year 2	AB3C	AB3 Camera Bundle	14	$2,761.50	$0.00	$2,761.50
Year 2	AB3MBD	AB3 Multi Bay Dock Bundle	2	$819.45	$0.00	$819.45
Year 2	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	$424.20	$0.00	$424.20
Year 2	BWCamTAP	Body Worn Camera TAP Bundle	7	$2,782.92	$0.00	$2,782.92
Year 2	Fleet3A	Fleet 3 Advanced	7	$20,956.25	$0.00	$20,956.25
Year 2	M00012	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	7	$24,523.87	$0.00	$24,523.87
Total				**$57,761.97**	**$0.00**	**$57,761.97**

Nov 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100841	TRUE UP - OFFICER SAFETY PLAN 10 PLUS	7	$899.22	$0.00	$899.22
Year 3	73352	TRUE UP - BWC HARDWARE FINANCING	7	$489.30	$0.00	$489.30
Year 3	73352	TRUE UP - BWC HARDWARE FINANCING	1	$69.90	$0.00	$69.90
Year 3	73680	AXON RESPOND PLUS - LICENSE	7	$1,767.36	$0.00	$1,767.36
Year 3	80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	7	$2,268.00	$0.00	$2,268.00
Year 3	AB3C	AB3 Camera Bundle	14	$2,761.50	$0.00	$2,761.50
Year 3	AB3MBD	AB3 Multi Bay Dock Bundle	2	$819.45	$0.00	$819.45
Year 3	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	$424.20	$0.00	$424.20
Year 3	BWCamTAP	Body Worn Camera TAP Bundle	7	$2,782.92	$0.00	$2,782.92
Year 3	Fleet3A	Fleet 3 Advanced	7	$20,956.25	$0.00	$20,956.25
Year 3	M00012	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	7	$24,523.87	$0.00	$24,523.87
Total				**$57,761.97**	**$0.00**	**$57,761.97**

Nov 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100841	TRUE UP - OFFICER SAFETY PLAN 10 PLUS	7	$899.22	$0.00	$899.22
Year 4	73352	TRUE UP - BWC HARDWARE FINANCING	7	$489.30	$0.00	$489.30
Year 4	73352	TRUE UP - BWC HARDWARE FINANCING	1	$69.90	$0.00	$69.90
Year 4	73680	AXON RESPOND PLUS - LICENSE	7	$1,767.36	$0.00	$1,767.36
Year 4	80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	7	$2,268.00	$0.00	$2,268.00
Year 4	AB3C	AB3 Camera Bundle	14	$2,761.50	$0.00	$2,761.50
Year 4	AB3MBD	AB3 Multi Bay Dock Bundle	2	$819.45	$0.00	$819.45
Year 4	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	$424.20	$0.00	$424.20
Year 4	BWCamTAP	Body Worn Camera TAP Bundle	7	$2,782.92	$0.00	$2,782.92
Year 4	Fleet3A	Fleet 3 Advanced	7	$20,956.25	$0.00	$20,956.25
Year 4	M00012	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	7	$24,523.87	$0.00	$24,523.87
Total				**$57,761.97**	**$0.00**	**$57,761.97**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

This quote represents part 2 of a 2 part quote. The binding nature of this quote is contingent upon the subsequent booking of part 1 quote Q-594677 and part 2 quote Q-594686.

Signature

Date Signed

7/29/2024

DocuSign

Certificate Of Completion

Envelope Id: 8EF969ECADDC4645A388F0C538252A2F
Status: Completed
Subject: Complete with Docusign: BBPD Axon Amendment No. 2 7-29-24_final.pdf
Source Envelope:
Document Pages: 19
Signatures: 1
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Arizona

Envelope Originator:
Joshua Campbell
17800 N 85th St
Scottsdale, AZ 85255
jcampbell@axon.com
IP Address: 74.192.136.23

Record Tracking

Status: Original
7/30/2024 6:56:54 AM
Holder: Joshua Campbell
jcampbell@axon.com
Location: DocuSign

Signer Events	Signature	Timestamp
Robert Driscoll bobby@axon.com Deputy General Counsel Axon Enterprise, Inc. Security Level: Email, Account Authentication (None)	DocuSigned by: Robert Driscoll 55DAEBB131A4424...	Sent: 7/30/2024 6:57:45 AM Viewed: 7/30/2024 6:58:13 AM Signed: 7/30/2024 6:58:17 AM
Electronic Record and Signature Disclosure: Accepted: 10/2/2018 11:27:43 AM ID: 6943ea04-c138-4194-a96a-e670aa85f248	Signature Adoption: Pre-selected Style Using IP Address: 12.74.53.18 Signed using mobile	

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Alyssa Payne apayne@taser.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 7/30/2024 6:57:46 AM Viewed: 7/30/2024 7:26:31 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/30/2024 6:57:46 AM
Certified Delivered	Security Checked	7/30/2024 6:58:13 AM
Signing Complete	Security Checked	7/30/2024 6:58:17 AM
Completed	Security Checked	7/30/2024 6:58:17 AM

Payment Events	Status	Timestamps

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Axon Enterprises, Inc.-HR (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Axon Enterprises, Inc.-HR:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: cnelson@axon.com

To advise Axon Enterprises, Inc.-HR of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at cnelson@axon.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Axon Enterprises, Inc.-HR

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to cnelson@axon.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Axon Enterprises, Inc.-HR

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to cnelson@axon.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Axon Enterprises, Inc.-HR as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Axon Enterprises, Inc.-HR during the course of your relationship with Axon Enterprises, Inc.-HR.

RESOLUTION NO. R25-133

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A THIRD AMENDMENT TO THE MASTER SERVICES AND PURCHASE AGREEMENT WITH AXON ENTERPRISE INC., FOR THE PURCHASE OF ADDITIONAL IN-CAR VIDEO CAMERA SYSTEMS, MAINTENANCE OF THE CURRENT BODY WORN CAMERA (BWC) ALLOCATION, AND TRANSITION FROM TASER 7 TO THE NEW TASER 10 PLATFORM IN AN AMOUNT OF $8,756,637.51 OVER A 120-MONTH TERM; AND FOR ALL OTHER PURPOSES.

WHEREAS, on November 14, 2022, the City entered a Master Services and Purchasing Agreement with Axon Enterprise, Inc. ("Vendor") approved by Resolution No. R22-168; and

WHEREAS, on December 19, 2023, the City and Vendor entered into a First Amendment to the Master Services and Purchasing Agreement for the purchase of a Virtual Reality Training System for an amount not to exceed $156,207.48 over a five (5) year term, approved by Resolution No. R23-189; and

WHEREAS, on August 6, 2024, the City and Vendor entered into a Second Amendment to the Master Services and Purchasing Agreement for the purchase of in-car video camera systems, body-worn cameras, and tasers in an amount not to exceed $436,180.19 over a 49-month term; and

WHEREAS, the City's Police Department desires to purchase additional in-car video camera systems (Axon Fleet-4 additional camera systems), maintain the current body worn camera (BWC) allocation, and transition from Taser 7 to the new Taser 10 platform in the amount of $8,756,637.51 over a 120-month term; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to approve a Third Amendment to the Master Services and Purchase Agreement with the Vendor, for the purchase of additional in-car video camera systems, maintenance of the current body worn camera (BWC) allocation, and transition from Taser 7 to the new Taser 10 platform in an amount of $8,756,637.51 over a 120-month term.

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, does hereby approve a Third Amendment to the Master Services and Purchase Agreement with the Vendor for the purchase of additional in-car video camera systems, maintenance of the current body worn camera (BWC) allocation, and transition from Taser 7 to the new Taser 10 platform in an amount of $8,756,637.51 over a 120-month term (the "Amendment"), in form and substance similar to that attached as **Exhibit A**.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Amendment. The Mayor is further authorized to execute any ancillary documents as may be necessary to accomplish the purpose of this Resolution.

SECTION 4. The City Clerk shall retain the fully executed Amendment as a public record of the City. A copy of the fully executed Amendment shall be provided to the Police Department to forward to the Vendor.

SECTION 5. This Resolution shall take effect in accordance with the law.

[SIGNATURES ON THE FOLLOWING PAGE]

PASSED AND ADOPTED this 20th day of May 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	✓	
Vice Mayor – Woodrow L. Hay	✓	
Commissioner – Angela Cruz	✓	
Commissioner – Thomas Turkin	✓	
Commissioner – Aimee Kelley	✓	

VOTE 5-0

ATTEST:

Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

Rebecca Shelton
Mayor

APPROVED AS TO FORM:

Shawna G. Lamb
City Attorney

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Third Amendment to the Master Services and Purchasing Agreement

This Third Amendment ("**Amendment**") is between Axon Enterprise, Inc. (f/k/a Taser International, Inc.), a Delaware corporation ("**Axon**"), and the City of Boynton Beach ("**Agency**"). This Amendment is effective as of the last signature date on this Amendment ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**".

Axon and Agency are Parties to the TASER 7 Agreement by and between Axon Enterprise, Inc. and the City of Boynton Beach Police Dept., dated June 7, 2021 (the "**Agreement**"), which was supplemented by the Master Services and Purchasing Agreement and Addendum dated November 14, 2022, under Q-385041, and further amended on December 19, 2023 under Q-511382 (Amendment 1), and on August 7, 2024 under Q0594677 and Q-594686 (Amendment 2).

The Parties wish to incorporate further changes into the Agreement in order to expand the scope of offered products.

The Parties therefore agree as follows:

1. The Agreement is hereby updated to incorporate the following references:
    a. Any reference to "Axon Citizen for Communities" shall mean "Axon Community Request."
    b. Any reference "Video Integration Suite" shall mean "Axon Investigate"
    c. Any reference to "Axon Body 3" or "AB3" shall also mean "Axon Body 4" or "AB4," when and as applicable.
    d. Any reference under the Agreement to "TASER 7" or "OSP 7" shall also mean "TASER 10" and/or "OSP 10," except for any reference under the TASER Device Appendix or under any applicable Quote, which should only refer to the TASER product cited therein.

2. Section 15 – Agency Responsibilities is hereby deleted in its entirety and replaced with the following:
    a. **Agency Responsibilities**. Agency is responsible for (a) Agency's use of Axon Devices; (b) Agency or an end user's breach of this Agreement or violation of applicable law; (c) disputes between Agency and a third-party over Agency's use of Axon Devices; (d) secure and sustainable destruction and disposal of Axon Devices at Agency's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.

3. The following clause is added in as Section 18.13 to the Agreement:
    a. **Compliance with Laws.** Each Party will comply with all applicable federal, state, and local laws, including without limitation, import and export control laws and regulations as well as firearm regulations and the Gun Control Act of 1968. Customer acknowledges that Axon Devices and Services are subject to U.S. and international export control laws, including the U.S. Export Administration Regulations (EAR) and International Traffic in Arms Regulations (ITAR). Customer represents and warrants that neither it nor any End User is a "Restricted Person," meaning any individual or entity that (1) is subject to U.S. sanctions or trade restrictions, (2) appears on any U.S. government restricted party list, (3) engages in prohibited weapons proliferation activities, or (4) is owned or controlled by, or acting on behalf of, such persons or entities. Customer must promptly notify Axon of any change in

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status, and Axon may terminate this Agreement if Customer or any End User becomes a Restricted Person or violates export laws.

4. The attached documents are hereby incorporated into the Agreement:
    a. Cloud Services Terms of Use Appendix (*Replaces previous Cloud Services Terms of Use Appendix*)
    b. TASER Device Appendix *(Replaces previous TASER 7 Appendix)*
    c. Fleet Appendix *Replaces previous Fleet Appendix*
    d. Application Programming Interface Appendix
    e. Advanced User Management Appendix
    f. Events Appendix
    g. Quote Q-690291-45777BR

5. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

6. Controlling Provisions. Except as otherwise specifically provided in this Amendment, in the event of any conflict between the Agreement, Addendum to Master Services and Purchasing Agreement, and this Third Amendment, the provisions shall be given precedence in the following order: (1) Addendum to Master Services and Purchasing Agreement, (2) this Third Amendment, and (3) the Agreement.

[Signatures to follow on the next page]

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AXON

Third Amendment to the Master Services and Purchasing Agreement

Each representative identified below declares that they are an authorized representative of the respective Party with authority to execute this Amendment as of the date of signature.

Axon Enterprise, Inc.

Signature: Signed by: Robert E. Driscoll, Jr. 55DAEBB131A4424...

Name: Robert E. Driscoll, Jr.

Title: Deputy General Counsel

Date: 4/30/2025 | 11:02 AM MST

City of Boynton Beach

Signature:

Name: Rebecca Shelton

Title: Mayor

Date: May 20, 2025

CITY ATTORNEY'S OFFICE
Approved as to form and legality
By: Shawna Lamb

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

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Axon Cloud Services Terms of Use Appendix

1. **Definitions.**

"Data Controller" means the natural or legal person, public authority, or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data.

"Data Processor" means a natural or legal person, public authority or any other body which processes Personal Data on behalf of the Data Controller.

"Customer Content" is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.

"Evidence" is media or multimedia uploaded into Axon Evidence as 'evidence' by Customer. Evidence is a subset of Customer Content.

"End User" means the natural person subject to Customer's authorized license grant who ultimately uses the Cloud Services as provided under this Agreement. End Users must adhere to the terms of use and are subject to any usage restrictions or limitations specified in this Agreement.

"Non-Content Data" is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.

"Personal Data" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

"Provided Data" means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.

"Subprocessor" means any third party engaged by the Data Processor to assist in data processing activities that the Data Processor is carrying out on behalf of the Data Controller.

"Transformed Data" means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

Access. Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed more End Users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence access granted solely for TASER, Customer may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data (**"TASER Data"**) and Customer may not upload non-TASER Data to Axon Evidence

Customer Owns Customer Content. Customer controls and owns all rights, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

Security. Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information

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security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence or records management systems.

Customer Responsibilities. Customer is responsible for (a) ensuring Customer owns Customer Content or has the necessary rights to use Customer Content (b) ensuring no Customer Content or Customer End User's use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services and (d) verify the accuracy of any auto generated or AI-generated reports. If Customer becomes aware of any violation of this Agreement by an End User, Customer will immediately terminate that End User's access to Axon Cloud Services.

Customer will also maintain the security of End User usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. If Customer provides access to unauthorized third-parties, Axon may assess additional fees along with suspending Customer's access. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.

5.2 To the extent Customer uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at https://www.youtube.com/static?template=terms.

Privacy. Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at https://www.axon.com/legal/cloud-services-privacy-policy. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

Axon Body Wi-Fi Positioning. Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant.

Storage. For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if the Axon Device data is shared to Customer through Axon Evidence from a partner agency using Axon Evidence, or the data originates from Axon Capture or an Axon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

Third-Party Unlimited Storage. For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon Evidence user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon Evidence End User; (iii) Customer is prohibited from storing data for other customers or law enforcement agencies; and (iv) Customer may only upload and store data that is directly related to (1) the investigation of, or the prosecution or defense of a crime, (2) common law enforcement activities, or (3) any Customer Content created by Axon Devices or Axon Evidence.

Location of Storage. Axon may transfer Customer Content to third-party subprocessors for storage. Axon will determine the locations of data centers for storage of Customer Content. If Customer is located in the United States, Canada, or Australia, Axon will ensure all Customer Content stored in Axon Cloud Services remains

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in the country where Customer is located. Ownership of Customer Content remains with Customer.

Suspension. Axon may temporarily suspend Customer's or any End User's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or End User's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.

Axon Cloud Services Warranty. Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services. Service Offerings will be subject to the Axon Cloud Services Service Level Agreement, a current version of which is available at https://www.axon.com/products/axon-evidence/sla.

Roles of the Parties. To the extent that Customer is the Data Controller of Personal Data, Axon is its Data Processor. To the extent that Customer is a Data Processor of Personal Data, Axon is its Subprocessor. Notwithstanding the foregoing, to the extent any usage data (including query logs and metadata) and/or operations data (including billing and support data) in connection with Customer's use of the Services (collectively "**Usage and Operations Data**") is considered Personal Data, Axon is an independent Data Controller and shall Process such data in accordance with the Agreement and applicable data protection laws to develop, improve, support, and operate its products and services. For the avoidance of doubt, Axon will not disclose any Usage and Operations Data that includes confidential information with a third party except (a) in accordance with the relevant confidentiality provisions in the Agreement, or (b) to the extent the Usage and Operations Data is, in accordance with applicable data protection laws, anonymized, de-identified, and/or aggregated such that it can no longer directly or indirectly identify Customer or any particular individual.

TASER Data Science Program. Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.

Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. **The Data Science report is provided "as is" and without any warranty of any kind.**

In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.

Axon Records. Axon Records is the software-as-a-service product that is generally available at the time Customer purchases an OSP 7 or OSP 10 plan. During Customer's Axon Records Subscription Term, if any, Customer will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

, The Axon Record subscription begins on the later of the (1) start date of the Quote, or (2) the date Axon provisions Axon Records to Customer. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 plan, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription Term**")

An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or

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perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included as part of the Axon Records Subscription.

End Users of Axon Records may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

Axon Cloud Services Restrictions. Customer and Customer End Users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;

reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;

access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

use Axon Cloud Services as a service bureau, or as part of a Customer infrastructure as a service;

use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;

remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or

use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.

Draft One. Axon may impose usage restrictions if a single user generates more than three hundred (300) reports per month for two or more consecutive months.

After Termination. Axon will not delete Customer Content for ninety (90) days following termination. Axon Cloud Services will not be functional during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.

Post-Termination Assistance. Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

U.S. Government Rights. If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.

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Survival. Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.

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TASER Device Appendix

This TASER Device Appendix applies to Customer's TASER 7/ 10, OSP 7/10, OSP Plus, or OSP 7/10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan**. If the Quote includes "**Duty Cartridge Replenishment Plan**", Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.

2. **Training**. If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion; however, Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other Device or Service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.

3. **Limited Warranty**.
   - 3.1. **"Deployment"** means use of the TASER weapon resulting in the discharge of the conducted energy weapon ("**CEW**") cartridge probe. For TASER 10 each probe discharged is consider one Deployment and for TASER 7 the dual probe discharged is considered one Deployment.
   - 3.2. **Single User Warranty**. If the TASER Device is assigned and used by a single user, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.
   - 3.3. **Pooled User Warranty**. If the TASER Device is assigned and used by multiple users, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.
   - 3.4. **Training User Devices**. If the TASER Device is used for training, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.
   - 3.5. **CEW Cartridges**. Used CEW cartridges are deemed to have operated properly.
   - 3.6. **Miscellaneous**. The following sections the Warranty Section in the MSPA shall apply to the TASER Devices: Disclaimer, Claims, Spare Axon Devices and Limitations.
   - 3.7. **Registration**. Prior to use of the TASER Device, Customer must register each TASER Device in TASER Device Axon Evidence tenancy as a single user, pooled or training device. Failure to properly register the TASER Device prior to its use may void the warranty at Axon's sole discretion.

4. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period begins upon the expiration of the Limited Warranty. Each additional year of the warranty purchased will be in accordance with the applicable Limited Warranty category above. The maximum warranty period for an individual TASER Device will be five (5) years including the initial Limited Warranty.

5. **Trade-in**. If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-in of hardware, Customer must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will provide Customer with a pre-paid shipping label for the return of the Trade-In Units. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.

Customer Size	Days to Return from Start Date of TASER 10 Subscription

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Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

6. **TASER Device Subscription Term**. The TASER Device Subscription Term for a standalone TASER Device purchase begins on shipment of the TASER Device. The TASER Device Subscription Term for OSP 7/10 begins on the OSP 7/10 start date.
7. **Access Rights**. Upon Axon granting Customer a TASER Device Axon Evidence subscription, Customer may access and use Axon Evidence for the storage and management of data from TASER Devices during the TASER Device Subscription Term. Customer may not exceed the number of End Users the Quote specifies.
8. **Customer Warranty.** If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
9. **Purchase Order.** To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.
10. **Apollo Grant (US only).** If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.
11. **Termination**. If payment for TASER Device is more than thirty (30) days past due, Axon may terminate Customer's TASER Device plan by notifying Customer. Upon termination for any reason, then as of the date of termination:
    - 11.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.
    - 11.2. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.
    - 11.3. Axon will invoice Customer the remaining MSRP for TASER Devices received before termination. If terminating for non-appropriation, Axon will not invoice Customer if Customer returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.

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Axon Fleet Appendix

If Axon Fleet 2, Axon Fleet 3, or any future generation of Axon Fleet (collectively, "**Axon Fleet**") is included on the Quote, this Appendix applies.

Customer Responsibilities.

Customer must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet as established by Axon during the qualifier call and on-site assessment at Customer and in any technical qualifying questions. If Customer's representations are inaccurate, the Quote is subject to change.

Customer is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon Fleet systems into Customer vehicles. Customer is responsible for making available all vehicles for which installation services were purchased, during the agreed upon onsite installation dates, Failure to make vehicles available may require an equitable adjustment in fees or schedule.

Cradlepoint. If Customer purchases Cradlepoint Enterprise Cloud Manager, Customer will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Customer requires Cradlepoint support, Customer will contact Cradlepoint directly. By accepting a Quote including Cradlepoint products, Customer designates and authorizes Axon as its partner of record for purposes of Cradlepoint product renewals, support coordination, and other relevant functions. This designation applies to all Cradlepoint products acquired by Customer during the Subscription Term of the applicable Quote whether directly from Cradlepoint, through Axon, or through any third-party vendor or distributor. Axon shall have no liability to Customer or any third party arising out of or relating to Axon's acts or omissions as the Partner of Record. Customer has the right to opt out of this authorization at any time by providing prior written notification to both Axon and Cradlepoint. Upon such notification, the designation will be removed. This authorization remains effective until formally removed in accordance with this section or as otherwise agreed between the parties in the Agreement.

Third-party Installer. Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

Wireless Offload Server.

License Grant. Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.

Restrictions. Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.

Updates. If Customer purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

WOS Support. Upon request by Axon, Customer will provide Axon with access to Customer's store and forward servers solely for troubleshooting and maintenance.

Axon Vehicle Software.

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License Grant. Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "**Axon Vehicle Software**".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.

Restrictions. Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

Acceptance Checklist. If Axon provides services to Customer pursuant to any statement of work in connection with Axon Fleet, within seven (7) days of the date on which Customer retrieves Customer's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Customer will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.

Axon Fleet Upgrade. If Customer has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Customer with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as scheduled on the Quote.

If Customer would like to change models for the Axon Fleet Upgrade, Customer must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Customer is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

Within thirty (30) days of receiving the Axon Fleet Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Customer does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Customer.

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Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services are included on the Quote.

1. **Definitions**.
   1.1. **"API Client"** means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.
   1.2. **"API Interface"** means software implemented by Customer to configure Customer's independent API Client Software to operate in conjunction with the API Service for Customer's authorized Use.
   1.3. **"Axon Evidence Partner API, API or Axon API"** (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.
   1.4. **"Use"** means any operation on Customer's data enabled by the supported API functionality.
2. **Purpose and License**.
   2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.
   2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.
   2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.
3. **Configuration**. Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.
4. **Customer Responsibilities**. When using API Service, Customer and its End Users may not:
   4.1. use API Service in any way other than as expressly permitted under this Agreement;
   4.2. use in any way that results in, or could result in, any security breach to Axon;
   4.3. perform an action with the intent of introducing any virus, worm, defect, Trojan horse, malware, or any item of a destructive nature to Axon Devices and Services;
   4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
   4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
   4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
   4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
   4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
   4.9. make available to a third-party, any token, key, password or other login credentials to API Service;

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4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or

4.11. disclose Axon's API manual.

5. **API Content**. All content related to API Service, other than Customer Content or Customer's API Client content, is considered Axon's API Content, including:

5.1. the design, structure and naming of API Service fields in all responses and requests;

5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;

5.3. the structure of and relationship of API Service resources; and

5.4. the design of API Service, in any part or as a whole.

6. **Prohibitions on API Content**. Neither Customer nor its End Users will use API content returned from the API Interface to:

6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;

6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;

6.3. misrepresent the source or ownership; or

6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).

7. **API Updates**. Axon may update or modify the API Service from time to time ("**API Update**"). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

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Advanced User Management Appendix

This Appendix applies if Axon Advanced User Management is included on the Quote.

1. **Scope**. Advanced User Management allows Customer to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management (**"SCIM"**), and (c) automate group creation and management through SCIM.
2. **Advanced User Management Configuration**. Customer will work independently to configure Customer's Advanced User Management for Customer's applicable Use. Upon request, Axon will provide general guidance to Customer, including documentation that details the setup and configuration process.

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Axon Event Offer Appendix

If the Agreement includes the provision of, or Axon otherwise offers, ticket(s), travel and/or accommodation for select events hosted by Axon ("Axon Event"), the following shall apply:

1. **General**. Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Customer with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Customer-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Customer warrants that it is appropriate and permissible for Customer to receive the referenced Axon Event offer(s) based on Customer's understanding of the terms and conditions outlined in this Axon Event Offer Appendix.
2. **Attendee/Employee Selection**. Customer shall have sole and absolute discretion to select the Customer employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).
3. **Compliance**. It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon's provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Customer is intended for the use and benefit of Customer in furtherance of its goals, and not the personal use or benefit of any official or employee of Customer. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any procurement opportunities or be subject to any reporting requirements. If Customer's local jurisdiction requires Customer to report or disclose the fair market value of the benefits provided by Axon, Customer shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Customer's compliance with such reporting requirements.
4. **Assignability**. Customer may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.
5. **Availability.** The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.
6. **Revocation of Offer**. Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Customer if Customer or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations.

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Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-690291-45777BR

Issued: 04/30/2025

Quote Expiration: 08/01/2025

Estimated Contract Start Date: 11/01/2025

Account Number: 111065

Payment Terms: N30

Mode of Delivery: UPS-GND

SHIP TO	BILL TO
Boynton Beach Police Dept. - FL 2100 High Ridge Rd Boynton Beach, FL 33426-8820 USA	Boynton Beach Police Dept. - FL PO Box 310 Boynton Beach FL 33425-0310 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Brendan Rome Phone: Email: brome@axon.com Fax:	Jack Dale Phone: Email: dalej@bbfl.us Fax:

Quote Summary

Program Length	120 Months
TOTAL COST	$8,756,637.51
ESTIMATED TOTAL W/ TAX	$8,756,637.51

Discount Summary

Average Savings Per Year	$340,510.35
TOTAL SAVINGS	$3,405,103.49

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Payment Summary

Date	Subtotal	Tax	Total
Oct 2025	$705,237.51	$0.00	$705,237.51
Oct 2026	$805,000.00	$0.00	$805,000.00
Oct 2027	$905,800.00	$0.00	$905,800.00
Oct 2028	$905,800.00	$0.00	$905,800.00
Oct 2029	$905,800.00	$0.00	$905,800.00
Oct 2030	$905,800.00	$0.00	$905,800.00
Oct 2031	$905,800.00	$0.00	$905,800.00
Oct 2032	$905,800.00	$0.00	$905,800.00
Oct 2033	$905,800.00	$0.00	$905,800.00
Oct 2034	$905,800.00	$0.00	$905,800.00
Total	**$8,756,637.51**	**$0.00**	**$8,756,637.51**

Quote Unbundled Price:	**$12,161,741.00**
Quote List Price:	**$10,600,562.00**
Quote Subtotal:	**$8,756,637.51**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			$1.00	($43,470.09)	($43,470.09)	$0.00	($43,470.09)
100552	TRANSFER CREDIT - GOODS	1			$1.00	$349,537.90	$349,537.90	$0.00	$349,537.90
Fleet3ARe	Fleet 3 Advanced Renewal	113	60	$230.90	$189.57	$197.15	$1,336,677.00	$0.00	$1,336,677.00
BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	138	120	$46.68	$37.46	$22.48	$372,268.80	$0.00	$372,268.80
BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	2	120	$78.27	$39.98	$39.98	$9,595.20	$0.00	$9,595.20
V00019	BUNDLE - VR TASER SKILLS	163	120	$18.37	$14.41	$0.00	$0.00	$0.00	$0.00
Fleet3A10Yr	Fleet 3 Advanced 10 Year	7	120	$289.39	$248.53	$0.00	$0.00	$0.00	$0.00
Fleet3ARe	Fleet 3 Advanced Renewal	113	60	$232.97	$189.57	$197.15	$1,336,677.00	$0.00	$1,336,677.00
M00032	BUNDLE - OFFICER SAFETY PLAN 10 10YR	138	120	$290.41	$252.13	$204.78	$3,391,156.80	$0.00	$3,391,156.80
C00025	BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	25	120	$122.43	$96.05	$87.12	$261,360.00	$0.00	$261,360.00
A la Carte Hardware									
72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	116			$2,695.00	$0.00	$0.00	$0.00	$0.00
H00001	AB4 Camera Bundle	284			$899.00	$0.00	$0.00	$0.00	$0.00
H00002	AB4 Multi Bay Dock Bundle	20			$1,638.90	$0.00	$0.00	$0.00	$0.00
A la Carte Software									
73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	138	120		$6.06	$0.00	$0.00	$0.00	$0.00
50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	120		$36.83	$36.65	$8,796.50	$0.00	$8,796.50
50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	120		$31.50	$31.50	$11,340.00	$0.00	$11,340.00
100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	5	120		$64.22	$64.22	$38,532.00	$0.00	$38,532.00
50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	3	120		$124.80	$124.80	$44,928.00	$0.00	$44,928.00
73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	138	120		$12.12	$12.12	$200,707.20	$0.00	$200,707.20
73618	AXON COMMUNITY REQUEST	138	120		$12.12	$12.12	$200,707.20	$0.00	$200,707.20
73682	AXON EVIDENCE - AUTO TAGGING LICENSE	138	120		$12.12	$12.12	$200,707.20	$0.00	$200,707.20
100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	138	120		$36.59	$36.59	$605,930.40	$0.00	$605,930.40
BasicLicense	Basic License Bundle	31	120		$18.17	$18.01	$66,997.20	$0.00	$66,997.20
ProLicense	Pro License Bundle	25	120		$54.52	$54.03	$162,090.00	$0.00	$162,090.00
A la Carte Services									
11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	138	120		$12.12	$12.12	$200,707.20	$0.00	$200,707.20
A la Carte Warranties									
73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	13	49		$0.00	$0.00	$0.00	$0.00	$0.00
73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	96	26		$0.00	$0.00	$0.00	$0.00	$0.00
73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	4	6		$0.00	$0.00	$0.00	$0.00	$0.00
101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	3			$464.00	$464.00	$1,392.00	$0.00	$1,392.00
Total							**$8,756,637.51**	**$0.00**	**$8,756,637.51**

Docusign Envelope ID: A3D5F9DD-E8EC-4D46-A20C-08992324870C

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	284	1	10/01/2025
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	313	1	10/01/2025
AB4 Camera Bundle	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	313	1	10/01/2025
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	313	1	10/01/2025
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	20	1	10/01/2025
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	20	1	10/01/2025
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	20	1	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 10YR	100126	AXON VR - TACTICAL BAG	3	1	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 10YR	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	4	2	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 10YR	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	138	2	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 10YR	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	8	1	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 10YR	100396	AXON TASER 10 - MAGAZINE - INERT RED	5	1	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	2070	1	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	970	1	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 10YR	100401	AXON TASER 10 - CARTRIDGE - INERT	30	1	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 10YR	100591	AXON TASER - CLEANING KIT	2	1	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 10YR	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	138	1	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 10YR	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	2	1	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 10YR	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	138	1	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 10YR	100748	AXON VR - CONTROLLER - TASER 10	3	1	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 10YR	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	3	1	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 10YR	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	2	1	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 10YR	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	2	1	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 10YR	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	4	1	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 10YR	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	138	1	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 10YR	101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	6	1	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 10YR	20018	AXON TASER - BATTERY PACK - TACTICAL	28	1	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 10YR	20018	AXON TASER - BATTERY PACK - TACTICAL	4	1	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 10YR	20018	AXON TASER - BATTERY PACK - TACTICAL	138	1	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 10YR	20378	AXON VR - HEADSET - HTC FOCUS 3	3	1	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 10YR	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 10YR	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 10YR	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	276	1	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 10YR	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 10YR	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	2	1	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 10YR	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	2	1	10/01/2025
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	100126	AXON VR - TACTICAL BAG	1	1	10/01/2025
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	25	2	10/01/2025
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	10/01/2025
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	100396	AXON TASER 10 - MAGAZINE - INERT RED	1	1	10/01/2025
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	380	1	10/01/2025
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	180	1	10/01/2025
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	100401	AXON TASER 10 - CARTRIDGE - INERT	10	1	10/01/2025

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Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	100591	AXON TASER - CLEANING KIT	1	1	10/01/2025
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	25	1	10/01/2025
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	1	10/01/2025
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	100748	AXON VR - CONTROLLER - TASER 10	1	1	10/01/2025
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	1	1	10/01/2025
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	1	1	10/01/2025
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	1	1	10/01/2025
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	25	1	10/01/2025
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	3	1	10/01/2025
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	20018	AXON TASER - BATTERY PACK - TACTICAL	5	1	10/01/2025
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	20018	AXON TASER - BATTERY PACK - TACTICAL	25	1	10/01/2025
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	20378	AXON VR - HEADSET - HTC FOCUS 3	1	1	10/01/2025
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	10/01/2025
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	10/01/2025
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	10/01/2025
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	10/01/2025
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	10/01/2025
BUNDLE - VR TASER SKILLS	100126	AXON VR - TACTICAL BAG	4	1	10/01/2025
BUNDLE - VR TASER SKILLS	100748	AXON VR - CONTROLLER - TASER 10	4	1	10/01/2025
BUNDLE - VR TASER SKILLS	101125	AXON VR - HOLSTER - T10 BLACKHAWK GRAY - LH	4	1	10/01/2025
BUNDLE - VR TASER SKILLS	20378	AXON VR - HEADSET - HTC FOCUS 3	4	1	10/01/2025
Fleet 3 Advanced 10 Year	100989	AXON FLEET - CRADLEPOINT R920-C7A+5YR NETCLOUD	7	1	10/01/2025
Fleet 3 Advanced 10 Year	70112	AXON SIGNAL - VEHICLE	7	1	10/01/2025
Fleet 3 Advanced 10 Year	71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	7	1	10/01/2025
Fleet 3 Advanced 10 Year	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	7	1	10/01/2025
A la Carte	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	116	1	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	690	1	10/01/2026
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	130	1	10/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	690	1	10/01/2027
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	120	1	10/01/2027
Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	2	1	03/31/2028
Body Worn Camera TAP 10 Year Bundle	73309	AXON BODY - TAP REFRESH 1 - CAMERA	142	1	03/31/2028
BUNDLE - OFFICER SAFETY PLAN 10 10YR	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	3	1	03/31/2028
BUNDLE - OFFICER SAFETY PLAN 10 10YR	20373	AXON VR - TAP REFRESH 1 - HEADSET	3	1	03/31/2028
BUNDLE - OFFICER SAFETY PLAN 10 10YR	73309	AXON BODY - TAP REFRESH 1 - CAMERA	142	1	03/31/2028
BUNDLE - OFFICER SAFETY PLAN 10 10YR	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	18	1	03/31/2028
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	1	1	03/31/2028
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	20373	AXON VR - TAP REFRESH 1 - HEADSET	1	1	03/31/2028
BUNDLE - VR TASER SKILLS	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	4	1	03/31/2028
BUNDLE - VR TASER SKILLS	20373	AXON VR - TAP REFRESH 1 - HEADSET	4	1	03/31/2028
BUNDLE - OFFICER SAFETY PLAN 10 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	690	1	10/01/2028
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	130	1	10/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	690	1	10/01/2029
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	120	1	10/01/2029
Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	2	1	10/01/2030
Body Worn Camera TAP 10 Year Bundle	73310	AXON BODY - TAP REFRESH 2 - CAMERA	142	1	10/01/2030
BUNDLE - OFFICER SAFETY PLAN 10 10YR	101013	AXON VR - TAP REFRESH 2 - CONTROLLER	3	1	10/01/2030
BUNDLE - OFFICER SAFETY PLAN 10 10YR	20374	AXON VR - TAP REFRESH 2 - HEADSET	3	1	10/01/2030
BUNDLE - OFFICER SAFETY PLAN 10 10YR	73310	AXON BODY - TAP REFRESH 2 - CAMERA	142	1	10/01/2030
BUNDLE - OFFICER SAFETY PLAN 10 10YR	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	18	1	10/01/2030

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	101013	AXON VR - TAP REFRESH 2 - CONTROLLER	1	1	10/01/2030
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	20374	AXON VR - TAP REFRESH 2 - HEADSET	1	1	10/01/2030
BUNDLE - VR TASER SKILLS	101013	AXON VR - TAP REFRESH 2 - CONTROLLER	4	1	10/01/2030
BUNDLE - VR TASER SKILLS	20374	AXON VR - TAP REFRESH 2 - HEADSET	4	1	10/01/2030
Fleet 3 Advanced 10 Year	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	7	1	10/01/2030
Fleet 3 Advanced Renewal	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	3	1	10/01/2030
Fleet 3 Advanced Renewal	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	113	1	10/01/2030
BUNDLE - OFFICER SAFETY PLAN 10 10YR	20242	AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	138	1	03/31/2031
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	20242	AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	25	1	03/31/2031
Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	73347	AXON BODY - TAP REFRESH 3 - DOCK MULTI BAY	2	1	03/31/2033
Body Worn Camera TAP 10 Year Bundle	73345	AXON BODY - TAP REFRESH 3 - CAMERA	142	1	03/31/2033
BUNDLE - OFFICER SAFETY PLAN 10 10YR	101014	AXON VR - TAP REFRESH 3 - CONTROLLER	3	1	03/31/2033
BUNDLE - OFFICER SAFETY PLAN 10 10YR	20375	AXON VR - TAP REFRESH 3 - HEADSET	3	1	03/31/2033
BUNDLE - OFFICER SAFETY PLAN 10 10YR	73345	AXON BODY - TAP REFRESH 3 - CAMERA	142	1	03/31/2033
BUNDLE - OFFICER SAFETY PLAN 10 10YR	73347	AXON BODY - TAP REFRESH 3 - DOCK MULTI BAY	18	1	03/31/2033
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	101014	AXON VR - TAP REFRESH 3 - CONTROLLER	1	1	03/31/2033
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	20375	AXON VR - TAP REFRESH 3 - HEADSET	1	1	03/31/2033
BUNDLE - VR TASER SKILLS	101014	AXON VR - TAP REFRESH 3 - CONTROLLER	4	1	03/31/2033
BUNDLE - VR TASER SKILLS	20375	AXON VR - TAP REFRESH 3 - HEADSET	4	1	03/31/2033
Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	73348	AXON BODY - TAP REFRESH 4 - DOCK MULTI BAY	2	1	10/01/2035
Body Worn Camera TAP 10 Year Bundle	73346	AXON BODY - TAP REFRESH 4 - CAMERA	142	1	10/01/2035
BUNDLE - OFFICER SAFETY PLAN 10 10YR	73346	AXON BODY - TAP REFRESH 4 - CAMERA	142	1	10/01/2035
BUNDLE - OFFICER SAFETY PLAN 10 10YR	73348	AXON BODY - TAP REFRESH 4 - DOCK MULTI BAY	18	1	10/01/2035
Fleet 3 Advanced 10 Year	100092	AXON FLEET - TAP REFRESH 2 - 2 CAMERA KIT	7	1	10/01/2035
Fleet 3 Advanced Renewal	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	3	1	10/01/2035
Fleet 3 Advanced Renewal	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	113	1	10/01/2035

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	31	11/01/2025	10/31/2035
Basic License Bundle	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	31	11/01/2025	10/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 10YR	101180	AXON TASER - DATA SCIENCE PROGRAM	138	11/01/2025	10/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 10YR	101703	AXON VR - USER ACCESS - TASER SKILLS	138	11/01/2025	10/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 10YR	20248	AXON TASER - EVIDENCE.COM LICENSE	2	11/01/2025	10/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 10YR	20248	AXON TASER - EVIDENCE.COM LICENSE	138	11/01/2025	10/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 10YR	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	138	11/01/2025	10/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 10YR	73638	AXON STANDARDS - LICENSE	138	11/01/2025	10/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 10YR	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	1380	11/01/2025	10/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 10YR	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	138	11/01/2025	10/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 10YR	73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	11/01/2025	10/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 10YR	73746	AXON EVIDENCE - ECOM LICENSE - PRO	138	11/01/2025	10/31/2035
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	101180	AXON TASER - DATA SCIENCE PROGRAM	25	11/01/2025	10/31/2035
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	101703	AXON VR - USER ACCESS - TASER SKILLS	25	11/01/2025	10/31/2035
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	20248	AXON TASER - EVIDENCE.COM LICENSE	25	11/01/2025	10/31/2035
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	20248	AXON TASER - EVIDENCE.COM LICENSE	1	11/01/2025	10/31/2035
BUNDLE - VR TASER SKILLS	101703	AXON VR - USER ACCESS - TASER SKILLS	163	11/01/2025	10/31/2035
Fleet 3 Advanced 10 Year	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	7	11/01/2025	10/31/2035
Fleet 3 Advanced 10 Year	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	7	11/01/2025	10/31/2035
Fleet 3 Advanced 10 Year	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, &	7	11/01/2025	10/31/2035

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
		LIVESTREAM			
Fleet 3 Advanced 10 Year	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	14	11/01/2025	10/31/2035
Fleet 3 Advanced Renewal	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	113	11/01/2025	10/31/2030
Fleet 3 Advanced Renewal	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	113	11/01/2025	10/31/2030
Fleet 3 Advanced Renewal	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	113	11/01/2025	10/31/2030
Fleet 3 Advanced Renewal	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	226	11/01/2025	10/31/2030
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	75	11/01/2025	10/31/2035
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	25	11/01/2025	10/31/2035
A la Carte	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	5	11/01/2025	10/31/2035
A la Carte	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	138	11/01/2025	10/31/2035
A la Carte	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	11/01/2025	10/31/2035
A la Carte	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	11/01/2025	10/31/2035
A la Carte	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	3	11/01/2025	10/31/2035
A la Carte	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	138	11/01/2025	10/31/2035
A la Carte	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	138	11/01/2025	10/31/2035
A la Carte	73618	AXON COMMUNITY REQUEST	138	11/01/2025	10/31/2035
A la Carte	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	138	11/01/2025	10/31/2035
Fleet 3 Advanced Renewal	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	113	11/01/2030	10/31/2035
Fleet 3 Advanced Renewal	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	113	11/01/2030	10/31/2035
Fleet 3 Advanced Renewal	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	113	11/01/2030	10/31/2035
Fleet 3 Advanced Renewal	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	226	11/01/2030	10/31/2035

Services

Bundle	Item	Description	QTY
BUNDLE - OFFICER SAFETY PLAN 10 10YR	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	138
BUNDLE - OFFICER SAFETY PLAN 10 10YR	101193	AXON TASER - ON DEMAND CERTIFICATION	1
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	25
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	101193	AXON TASER - ON DEMAND CERTIFICATION	1
Fleet 3 Advanced 10 Year	100738	AXON FLEET 3 - SIM INSERTION - VZW 4FF	7
Fleet 3 Advanced 10 Year	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	7
Fleet 3 Advanced 10 Year	73392	AXON FLEET 3 - INSTALLATION - UPGRADE (PER VEHICLE)	7
Fleet 3 Advanced Renewal	73392	AXON FLEET 3 - INSTALLATION - UPGRADE (PER VEHICLE)	113
Fleet 3 Advanced Renewal	73392	AXON FLEET 3 - INSTALLATION - UPGRADE (PER VEHICLE)	113
A la Carte	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	138

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	3		
A la Carte	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	13	11/01/2025	11/30/2029
A la Carte	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	96	11/01/2025	12/31/2027
A la Carte	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	4	11/01/2025	04/30/2026
Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	2	10/01/2026	10/31/2035
Body Worn Camera TAP 10 Year Bundle	80464	AXON BODY - TAP WARRANTY - CAMERA	138	10/01/2026	10/31/2035
Body Worn Camera TAP 10 Year Bundle	80464	AXON BODY - TAP WARRANTY - CAMERA	4	10/01/2026	10/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 10YR	100197	AXON VR - EXT WARRANTY - HEADSET	3	10/01/2026	10/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 10YR	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	4	10/01/2026	10/31/2035

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 10 10YR	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	138	10/01/2026	10/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 10YR	101007	AXON VR - EXT WARRANTY - CONTROLLER	3	10/01/2026	10/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 10YR	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	28	10/01/2026	10/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 10YR	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	138	10/01/2026	10/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 10YR	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	4	10/01/2026	10/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 10YR	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	10/01/2026	10/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 10YR	80464	AXON BODY - TAP WARRANTY - CAMERA	4	10/01/2026	10/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 10YR	80464	AXON BODY - TAP WARRANTY - CAMERA	138	10/01/2026	10/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 10YR	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	18	10/01/2026	10/31/2035
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	100197	AXON VR - EXT WARRANTY - HEADSET	1	10/01/2026	10/31/2035
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	25	10/01/2026	10/31/2035
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	101007	AXON VR - EXT WARRANTY - CONTROLLER	1	10/01/2026	10/31/2035
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	5	10/01/2026	10/31/2035
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	25	10/01/2026	10/31/2035
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	10/01/2026	10/31/2035
BUNDLE - VR TASER SKILLS	100197	AXON VR - EXT WARRANTY - HEADSET	4	10/01/2026	10/31/2035
BUNDLE - VR TASER SKILLS	101007	AXON VR - EXT WARRANTY - CONTROLLER	4	10/01/2026	10/31/2035
Fleet 3 Advanced 10 Year	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	7	10/01/2026	10/31/2035
Fleet 3 Advanced 10 Year	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	7	10/01/2026	10/31/2035
Fleet 3 Advanced Renewal	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	3	10/01/2026	10/31/2030
Fleet 3 Advanced Renewal	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	113	10/01/2026	10/31/2030
Fleet 3 Advanced Renewal	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	3	11/01/2030	10/31/2035
Fleet 3 Advanced Renewal	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	113	11/01/2030	10/31/2035

Docusign Envelope ID: A3D5F9DD-E8EC-4D46-A20C-08992324870C

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	2100 High Ridge Rd	Boynton Beach	FL	33426-8820	USA
2	2100 High Ridge Rd	Boynton Beach	FL	33426-8820	USA

Payment Details

Oct 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	5	$1,820.09	$0.00	$1,820.09
Year 1	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	138	$28,621.59	$0.00	$28,621.59
Year 1	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	3	$65.75	$0.00	$65.75
Year 1	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	138	$9,480.57	$0.00	$9,480.57
Year 1	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	$535.65	$0.00	$535.65
Year 1	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	$415.51	$0.00	$415.51
Year 1	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	3	$2,122.21	$0.00	$2,122.21
Year 1	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	116	$0.00	$0.00	$0.00
Year 1	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	4	$0.00	$0.00	$0.00
Year 1	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	96	$0.00	$0.00	$0.00
Year 1	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	13	$0.00	$0.00	$0.00
Year 1	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	138	$0.00	$0.00	$0.00
Year 1	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	138	$9,480.57	$0.00	$9,480.57
Year 1	73618	AXON COMMUNITY REQUEST	138	$9,480.57	$0.00	$9,480.57
Year 1	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	138	$9,480.57	$0.00	$9,480.57
Year 1	BasicLicense	Basic License Bundle	31	$3,164.67	$0.00	$3,164.67
Year 1	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	2	$453.25	$0.00	$453.25
Year 1	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	138	$17,584.43	$0.00	$17,584.43
Year 1	C00025	BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	25	$12,345.59	$0.00	$12,345.59
Year 1	Fleet3A10Yr	Fleet 3 Advanced 10 Year	7	$0.00	$0.00	$0.00
Year 1	Fleet3ARe	Fleet 3 Advanced Renewal	113	$63,139.04	$0.00	$63,139.04
Year 1	Fleet3ARe	Fleet 3 Advanced Renewal	113	$63,139.05	$0.00	$63,139.05
Year 1	H00001	AB4 Camera Bundle	284	$0.00	$0.00	$0.00
Year 1	H00002	AB4 Multi Bay Dock Bundle	20	$0.00	$0.00	$0.00
Year 1	M00032	BUNDLE - OFFICER SAFETY PLAN 10 10YR	138	$160,184.13	$0.00	$160,184.13
Year 1	ProLicense	Pro License Bundle	25	$7,656.46	$0.00	$7,656.46
Year 1	V00019	BUNDLE - VR TASER SKILLS	163	$0.00	$0.00	$0.00
Invoice Upon Fulfillment	100552	TRANSFER CREDIT - GOODS	1	$349,537.90	$0.00	$349,537.90
Invoice Upon Fulfillment	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	($43,470.09)	$0.00	($43,470.09)
Total				**$705,237.51**	**$0.00**	**$705,237.51**

Nov 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	Fleet3A10Yr	Fleet 3 Advanced 10 Year	7	$0.00	$0.00	$0.00
Invoice Upon Fulfillment	M00032	BUNDLE - OFFICER SAFETY PLAN 10 10YR	138	$0.00	$0.00	$0.00
Invoice Upon Fulfillment	V00019	BUNDLE - VR TASER SKILLS	163	$0.00	$0.00	$0.00
Total				**$0.00**	**$0.00**	**$0.00**

Oct 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	5	$3,670.55	$0.00	$3,670.55
Year 2	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	138	$57,720.90	$0.00	$57,720.90
Year 2	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	3	$132.60	$0.00	$132.60
Year 2	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	138	$19,119.34	$0.00	$19,119.34
Year 2	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	$1,080.25	$0.00	$1,080.25
Year 2	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	$837.95	$0.00	$837.95
Year 2	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	3	$4,279.83	$0.00	$4,279.83
Year 2	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	116	$0.00	$0.00	$0.00
Year 2	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	13	$0.00	$0.00	$0.00
Year 2	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	96	$0.00	$0.00	$0.00
Year 2	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	4	$0.00	$0.00	$0.00
Year 2	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	138	$0.00	$0.00	$0.00
Year 2	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	138	$19,119.34	$0.00	$19,119.34
Year 2	73618	AXON COMMUNITY REQUEST	138	$19,119.34	$0.00	$19,119.34
Year 2	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	138	$19,119.34	$0.00	$19,119.34
Year 2	BasicLicense	Basic License Bundle	31	$6,382.14	$0.00	$6,382.14
Year 2	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	2	$914.03	$0.00	$914.03
Year 2	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	138	$35,462.26	$0.00	$35,462.26
Year 2	C00025	BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	25	$24,897.08	$0.00	$24,897.08
Year 2	Fleet3A10Yr	Fleet 3 Advanced 10 Year	7	$0.00	$0.00	$0.00
Year 2	Fleet3ARe	Fleet 3 Advanced Renewal	113	$127,331.63	$0.00	$127,331.63
Year 2	Fleet3ARe	Fleet 3 Advanced Renewal	113	$127,331.64	$0.00	$127,331.64
Year 2	H00001	AB4 Camera Bundle	284	$0.00	$0.00	$0.00
Year 2	H00002	AB4 Multi Bay Dock Bundle	20	$0.00	$0.00	$0.00
Year 2	M00032	BUNDLE - OFFICER SAFETY PLAN 10 10YR	138	$323,041.11	$0.00	$323,041.11
Year 2	ProLicense	Pro License Bundle	25	$15,440.67	$0.00	$15,440.67
Year 2	V00019	BUNDLE - VR TASER SKILLS	163	$0.00	$0.00	$0.00
Total				**$805,000.00**	**$0.00**	**$805,000.00**

Oct 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	5	$4,130.17	$0.00	$4,130.17
Year 3	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	138	$64,948.54	$0.00	$64,948.54
Year 3	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	3	$149.21	$0.00	$149.21
Year 3	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	138	$21,513.41	$0.00	$21,513.41
Year 3	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	$1,215.51	$0.00	$1,215.51
Year 3	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	$942.88	$0.00	$942.88
Year 3	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	3	$4,815.74	$0.00	$4,815.74
Year 3	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	116	$0.00	$0.00	$0.00
Year 3	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	4	$0.00	$0.00	$0.00
Year 3	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	96	$0.00	$0.00	$0.00
Year 3	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	13	$0.00	$0.00	$0.00
Year 3	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	138	$0.00	$0.00	$0.00
Year 3	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	138	$21,513.41	$0.00	$21,513.41
Year 3	73618	AXON COMMUNITY REQUEST	138	$21,513.41	$0.00	$21,513.41
Year 3	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	138	$21,513.41	$0.00	$21,513.41
Year 3	BasicLicense	Basic License Bundle	31	$7,181.30	$0.00	$7,181.30
Year 3	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	2	$1,028.48	$0.00	$1,028.48
Year 3	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	138	$39,902.77	$0.00	$39,902.77
Year 3	C00025	BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	25	$28,014.66	$0.00	$28,014.66
Year 3	Fleet3A10Yr	Fleet 3 Advanced 10 Year	7	$0.00	$0.00	$0.00
Year 3	Fleet3ARe	Fleet 3 Advanced Renewal	113	$143,275.78	$0.00	$143,275.78

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Oct 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	Fleet3ARe	Fleet 3 Advanced Renewal	113	$143,275.79	$0.00	$143,275.79
Year 3	H00001	AB4 Camera Bundle	284	$0.00	$0.00	$0.00
Year 3	H00002	AB4 Multi Bay Dock Bundle	20	$0.00	$0.00	$0.00
Year 3	M00032	BUNDLE - OFFICER SAFETY PLAN 10 10YR	138	$363,491.42	$0.00	$363,491.42
Year 3	ProLicense	Pro License Bundle	25	$17,374.11	$0.00	$17,374.11
Year 3	V00019	BUNDLE - VR TASER SKILLS	163	$0.00	$0.00	$0.00
Total				**$905,800.00**	**$0.00**	**$905,800.00**

Oct 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	5	$4,130.17	$0.00	$4,130.17
Year 4	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	138	$64,948.54	$0.00	$64,948.54
Year 4	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	3	$149.21	$0.00	$149.21
Year 4	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	138	$21,513.41	$0.00	$21,513.41
Year 4	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	$1,215.51	$0.00	$1,215.51
Year 4	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	$942.88	$0.00	$942.88
Year 4	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	3	$4,815.74	$0.00	$4,815.74
Year 4	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	116	$0.00	$0.00	$0.00
Year 4	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	13	$0.00	$0.00	$0.00
Year 4	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	96	$0.00	$0.00	$0.00
Year 4	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	4	$0.00	$0.00	$0.00
Year 4	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	138	$0.00	$0.00	$0.00
Year 4	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	138	$21,513.41	$0.00	$21,513.41
Year 4	73618	AXON COMMUNITY REQUEST	138	$21,513.41	$0.00	$21,513.41
Year 4	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	138	$21,513.41	$0.00	$21,513.41
Year 4	BasicLicense	Basic License Bundle	31	$7,181.30	$0.00	$7,181.30
Year 4	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	2	$1,028.48	$0.00	$1,028.48
Year 4	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	138	$39,902.77	$0.00	$39,902.77
Year 4	C00025	BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	25	$28,014.66	$0.00	$28,014.66
Year 4	Fleet3A10Yr	Fleet 3 Advanced 10 Year	7	$0.00	$0.00	$0.00
Year 4	Fleet3ARe	Fleet 3 Advanced Renewal	113	$143,275.79	$0.00	$143,275.79
Year 4	Fleet3ARe	Fleet 3 Advanced Renewal	113	$143,275.78	$0.00	$143,275.78
Year 4	H00001	AB4 Camera Bundle	284	$0.00	$0.00	$0.00
Year 4	H00002	AB4 Multi Bay Dock Bundle	20	$0.00	$0.00	$0.00
Year 4	M00032	BUNDLE - OFFICER SAFETY PLAN 10 10YR	138	$363,491.42	$0.00	$363,491.42
Year 4	ProLicense	Pro License Bundle	25	$17,374.11	$0.00	$17,374.11
Year 4	V00019	BUNDLE - VR TASER SKILLS	163	$0.00	$0.00	$0.00
Total				**$905,800.00**	**$0.00**	**$905,800.00**

Oct 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	5	$4,130.17	$0.00	$4,130.17
Year 5	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	138	$64,948.54	$0.00	$64,948.54
Year 5	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	3	$149.21	$0.00	$149.21
Year 5	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	138	$21,513.41	$0.00	$21,513.41
Year 5	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	$1,215.51	$0.00	$1,215.51
Year 5	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	$942.88	$0.00	$942.88
Year 5	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	3	$4,815.74	$0.00	$4,815.74
Year 5	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	116	$0.00	$0.00	$0.00
Year 5	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	4	$0.00	$0.00	$0.00
Year 5	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	13	$0.00	$0.00	$0.00

Oct 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	96	$0.00	$0.00	$0.00
Year 5	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	138	$0.00	$0.00	$0.00
Year 5	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	138	$21,513.41	$0.00	$21,513.41
Year 5	73618	AXON COMMUNITY REQUEST	138	$21,513.41	$0.00	$21,513.41
Year 5	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	138	$21,513.41	$0.00	$21,513.41
Year 5	BasicLicense	Basic License Bundle	31	$7,181.30	$0.00	$7,181.30
Year 5	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	2	$1,028.48	$0.00	$1,028.48
Year 5	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	138	$39,902.77	$0.00	$39,902.77
Year 5	C00025	BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	25	$28,014.66	$0.00	$28,014.66
Year 5	Fleet3A10Yr	Fleet 3 Advanced 10 Year	7	$0.00	$0.00	$0.00
Year 5	Fleet3ARe	Fleet 3 Advanced Renewal	113	$143,275.79	$0.00	$143,275.79
Year 5	Fleet3ARe	Fleet 3 Advanced Renewal	113	$143,275.78	$0.00	$143,275.78
Year 5	H00001	AB4 Camera Bundle	284	$0.00	$0.00	$0.00
Year 5	H00002	AB4 Multi Bay Dock Bundle	20	$0.00	$0.00	$0.00
Year 5	M00032	BUNDLE - OFFICER SAFETY PLAN 10 10YR	138	$363,491.42	$0.00	$363,491.42
Year 5	ProLicense	Pro License Bundle	25	$17,374.11	$0.00	$17,374.11
Year 5	V00019	BUNDLE - VR TASER SKILLS	163	$0.00	$0.00	$0.00
Total				**$905,800.00**	**$0.00**	**$905,800.00**

Oct 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 6	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	5	$4,130.17	$0.00	$4,130.17
Year 6	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	138	$64,948.54	$0.00	$64,948.54
Year 6	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	3	$149.21	$0.00	$149.21
Year 6	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	138	$21,513.41	$0.00	$21,513.41
Year 6	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	$1,215.51	$0.00	$1,215.51
Year 6	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	$942.88	$0.00	$942.88
Year 6	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	3	$4,815.74	$0.00	$4,815.74
Year 6	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	116	$0.00	$0.00	$0.00
Year 6	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	4	$0.00	$0.00	$0.00
Year 6	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	96	$0.00	$0.00	$0.00
Year 6	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	13	$0.00	$0.00	$0.00
Year 6	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	138	$0.00	$0.00	$0.00
Year 6	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	138	$21,513.41	$0.00	$21,513.41
Year 6	73618	AXON COMMUNITY REQUEST	138	$21,513.41	$0.00	$21,513.41
Year 6	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	138	$21,513.41	$0.00	$21,513.41
Year 6	BasicLicense	Basic License Bundle	31	$7,181.30	$0.00	$7,181.30
Year 6	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	2	$1,028.48	$0.00	$1,028.48
Year 6	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	138	$39,902.77	$0.00	$39,902.77
Year 6	C00025	BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	25	$28,014.66	$0.00	$28,014.66
Year 6	Fleet3A10Yr	Fleet 3 Advanced 10 Year	7	$0.00	$0.00	$0.00
Year 6	Fleet3ARe	Fleet 3 Advanced Renewal	113	$143,275.78	$0.00	$143,275.78
Year 6	Fleet3ARe	Fleet 3 Advanced Renewal	113	$143,275.79	$0.00	$143,275.79
Year 6	H00001	AB4 Camera Bundle	284	$0.00	$0.00	$0.00
Year 6	H00002	AB4 Multi Bay Dock Bundle	20	$0.00	$0.00	$0.00
Year 6	M00032	BUNDLE - OFFICER SAFETY PLAN 10 10YR	138	$363,491.42	$0.00	$363,491.42
Year 6	ProLicense	Pro License Bundle	25	$17,374.11	$0.00	$17,374.11
Year 6	V00019	BUNDLE - VR TASER SKILLS	163	$0.00	$0.00	$0.00
Total				**$905,800.00**	**$0.00**	**$905,800.00**

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Oct 2031

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 7	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	5	$4,130.17	$0.00	$4,130.17
Year 7	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	138	$64,948.54	$0.00	$64,948.54
Year 7	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	3	$149.21	$0.00	$149.21
Year 7	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	138	$21,513.41	$0.00	$21,513.41
Year 7	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	$1,215.51	$0.00	$1,215.51
Year 7	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	$942.88	$0.00	$942.88
Year 7	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	3	$4,815.74	$0.00	$4,815.74
Year 7	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	116	$0.00	$0.00	$0.00
Year 7	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	96	$0.00	$0.00	$0.00
Year 7	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	4	$0.00	$0.00	$0.00
Year 7	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	13	$0.00	$0.00	$0.00
Year 7	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	138	$0.00	$0.00	$0.00
Year 7	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	138	$21,513.41	$0.00	$21,513.41
Year 7	73618	AXON COMMUNITY REQUEST	138	$21,513.41	$0.00	$21,513.41
Year 7	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	138	$21,513.41	$0.00	$21,513.41
Year 7	BasicLicense	Basic License Bundle	31	$7,181.30	$0.00	$7,181.30
Year 7	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	2	$1,028.48	$0.00	$1,028.48
Year 7	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	138	$39,902.77	$0.00	$39,902.77
Year 7	C00025	BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	25	$28,014.66	$0.00	$28,014.66
Year 7	Fleet3A10Yr	Fleet 3 Advanced 10 Year	7	$0.00	$0.00	$0.00
Year 7	Fleet3ARe	Fleet 3 Advanced Renewal	113	$143,275.78	$0.00	$143,275.78
Year 7	Fleet3ARe	Fleet 3 Advanced Renewal	113	$143,275.79	$0.00	$143,275.79
Year 7	H00001	AB4 Camera Bundle	284	$0.00	$0.00	$0.00
Year 7	H00002	AB4 Multi Bay Dock Bundle	20	$0.00	$0.00	$0.00
Year 7	M00032	BUNDLE - OFFICER SAFETY PLAN 10 10YR	138	$363,491.42	$0.00	$363,491.42
Year 7	ProLicense	Pro License Bundle	25	$17,374.11	$0.00	$17,374.11
Year 7	V00019	BUNDLE - VR TASER SKILLS	163	$0.00	$0.00	$0.00
Total				**$905,800.00**	**$0.00**	**$905,800.00**

Oct 2032

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 8	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	5	$4,130.17	$0.00	$4,130.17
Year 8	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	138	$64,948.54	$0.00	$64,948.54
Year 8	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	3	$149.21	$0.00	$149.21
Year 8	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	138	$21,513.41	$0.00	$21,513.41
Year 8	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	$1,215.51	$0.00	$1,215.51
Year 8	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	$942.88	$0.00	$942.88
Year 8	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	3	$4,815.74	$0.00	$4,815.74
Year 8	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	116	$0.00	$0.00	$0.00
Year 8	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	4	$0.00	$0.00	$0.00
Year 8	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	96	$0.00	$0.00	$0.00
Year 8	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	13	$0.00	$0.00	$0.00
Year 8	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	138	$0.00	$0.00	$0.00
Year 8	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	138	$21,513.41	$0.00	$21,513.41
Year 8	73618	AXON COMMUNITY REQUEST	138	$21,513.41	$0.00	$21,513.41
Year 8	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	138	$21,513.41	$0.00	$21,513.41
Year 8	BasicLicense	Basic License Bundle	31	$7,181.30	$0.00	$7,181.30
Year 8	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	2	$1,028.48	$0.00	$1,028.48
Year 8	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	138	$39,902.77	$0.00	$39,902.77
Year 8	C00025	BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	25	$28,014.66	$0.00	$28,014.66
Year 8	Fleet3A10Yr	Fleet 3 Advanced 10 Year	7	$0.00	$0.00	$0.00
Year 8	Fleet3ARe	Fleet 3 Advanced Renewal	113	$143,275.78	$0.00	$143,275.78

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Oct 2032

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 8	Fleet3ARe	Fleet 3 Advanced Renewal	113	$143,275.79	$0.00	$143,275.79
Year 8	H00001	AB4 Camera Bundle	284	$0.00	$0.00	$0.00
Year 8	H00002	AB4 Multi Bay Dock Bundle	20	$0.00	$0.00	$0.00
Year 8	M00032	BUNDLE - OFFICER SAFETY PLAN 10 10YR	138	$363,491.42	$0.00	$363,491.42
Year 8	ProLicense	Pro License Bundle	25	$17,374.11	$0.00	$17,374.11
Year 8	V00019	BUNDLE - VR TASER SKILLS	163	$0.00	$0.00	$0.00
Total				**$905,800.00**	**$0.00**	**$905,800.00**

Oct 2033

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 9	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	5	$4,130.17	$0.00	$4,130.17
Year 9	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	138	$64,948.54	$0.00	$64,948.54
Year 9	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	3	$149.21	$0.00	$149.21
Year 9	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	138	$21,513.41	$0.00	$21,513.41
Year 9	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	$1,215.51	$0.00	$1,215.51
Year 9	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	$942.88	$0.00	$942.88
Year 9	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	3	$4,815.74	$0.00	$4,815.74
Year 9	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	116	$0.00	$0.00	$0.00
Year 9	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	96	$0.00	$0.00	$0.00
Year 9	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	4	$0.00	$0.00	$0.00
Year 9	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	13	$0.00	$0.00	$0.00
Year 9	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	138	$0.00	$0.00	$0.00
Year 9	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	138	$21,513.41	$0.00	$21,513.41
Year 9	73618	AXON COMMUNITY REQUEST	138	$21,513.41	$0.00	$21,513.41
Year 9	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	138	$21,513.41	$0.00	$21,513.41
Year 9	BasicLicense	Basic License Bundle	31	$7,181.30	$0.00	$7,181.30
Year 9	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	2	$1,028.48	$0.00	$1,028.48
Year 9	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	138	$39,902.77	$0.00	$39,902.77
Year 9	C00025	BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	25	$28,014.66	$0.00	$28,014.66
Year 9	Fleet3A10Yr	Fleet 3 Advanced 10 Year	7	$0.00	$0.00	$0.00
Year 9	Fleet3ARe	Fleet 3 Advanced Renewal	113	$143,275.79	$0.00	$143,275.79
Year 9	Fleet3ARe	Fleet 3 Advanced Renewal	113	$143,275.78	$0.00	$143,275.78
Year 9	H00001	AB4 Camera Bundle	284	$0.00	$0.00	$0.00
Year 9	H00002	AB4 Multi Bay Dock Bundle	20	$0.00	$0.00	$0.00
Year 9	M00032	BUNDLE - OFFICER SAFETY PLAN 10 10YR	138	$363,491.42	$0.00	$363,491.42
Year 9	ProLicense	Pro License Bundle	25	$17,374.11	$0.00	$17,374.11
Year 9	V00019	BUNDLE - VR TASER SKILLS	163	$0.00	$0.00	$0.00
Total				**$905,800.00**	**$0.00**	**$905,800.00**

Oct 2034

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 10	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	5	$4,130.17	$0.00	$4,130.17
Year 10	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	138	$64,948.54	$0.00	$64,948.54
Year 10	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	3	$149.21	$0.00	$149.21
Year 10	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	138	$21,513.41	$0.00	$21,513.41
Year 10	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	$1,215.51	$0.00	$1,215.51
Year 10	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	$942.88	$0.00	$942.88
Year 10	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	3	$4,815.74	$0.00	$4,815.74
Year 10	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	116	$0.00	$0.00	$0.00
Year 10	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	4	$0.00	$0.00	$0.00
Year 10	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	96	$0.00	$0.00	$0.00

Oct 2034						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 10	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	13	$0.00	$0.00	$0.00
Year 10	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	138	$0.00	$0.00	$0.00
Year 10	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	138	$21,513.41	$0.00	$21,513.41
Year 10	73618	AXON COMMUNITY REQUEST	138	$21,513.41	$0.00	$21,513.41
Year 10	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	138	$21,513.41	$0.00	$21,513.41
Year 10	BasicLicense	Basic License Bundle	31	$7,181.30	$0.00	$7,181.30
Year 10	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	2	$1,028.48	$0.00	$1,028.48
Year 10	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	138	$39,902.77	$0.00	$39,902.77
Year 10	C00025	BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	25	$28,014.66	$0.00	$28,014.66
Year 10	Fleet3A10Yr	Fleet 3 Advanced 10 Year	7	$0.00	$0.00	$0.00
Year 10	Fleet3ARe	Fleet 3 Advanced Renewal	113	$143,275.79	$0.00	$143,275.79
Year 10	Fleet3ARe	Fleet 3 Advanced Renewal	113	$143,275.78	$0.00	$143,275.78
Year 10	H00001	AB4 Camera Bundle	284	$0.00	$0.00	$0.00
Year 10	H00002	AB4 Multi Bay Dock Bundle	20	$0.00	$0.00	$0.00
Year 10	M00032	BUNDLE - OFFICER SAFETY PLAN 10 10YR	138	$363,491.42	$0.00	$363,491.42
Year 10	ProLicense	Pro License Bundle	25	$17,374.11	$0.00	$17,374.11
Year 10	V00019	BUNDLE - VR TASER SKILLS	163	$0.00	$0.00	$0.00
Total				**$905,800.00**	**$0.00**	**$905,800.00**

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Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

Cradlepoint Terms and Conditions:

By accepting this Quote including Cradlepoint products, Customer designates and authorizes Axon as its partner of record for purposes of Cradlepoint product renewals, support coordination, and other relevant functions. This designation applies to all Cradlepoint products acquired by Customer during the Subscription Term of this Quote whether directly from Cradlepoint, through Axon, or through any third-party vendor or distributor. Axon shall have no liability to Customer or any third party arising out of or relating to Axon's acts or omissions as the partner of record. Customer has the right to opt out of this authorization at any time by providing prior written notification to both Axon and Cradlepoint. Upon such notification, the designation will be removed. This authorization remains effective until formally removed in accordance with this section or as otherwise agreed between the parties in the Agreement.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):

Q-326059, Q-326059, Q-368114, Q-385041, Q-466822, Q-478085, Q-499781, Q-520519, Q-532091, Q-578053, Q-594677, Q-594686, Q-680695

Agency is terminating those contracts effective 11/1/2025. Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Transfer Balance of $306,067.81

100% discounted body-worn camera and docking station hardware contained in this quote reflects a TAP replacement for hardware purchased under existing quotes aforementioned above. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

Outstanding Invoice - INUS016938 - 9/21/2021 - $10,466.95 will be forgiven.

_____ _____

Signature Date Signed

4/30/2025

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RESOLUTION NO. R25-174

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A FOURTH AMENDMENT TO MODIFY THE EXISTING PURCHASE AGREEMENT AND ISSUE A PURCHASE ORDER FOR TWO REPLACEMENT DRONES FOR THE BOYNTON BEACH POLICE DEPARTMENT; AND FOR ALL OTHER PURPOSES.

WHEREAS, on November 14, 2022, the City entered a Master Services and Purchasing Agreement with Axon Enterprise, Inc. ("Vendor") approved by Resolution No. R22-168; and

WHEREAS, on December 19, 2023, the City and Vendor entered a First Amendment to the Master Services and Purchasing Agreement for the purchase of a Virtual Reality Training System for an amount not to exceed $156,207.48 over a five (5) year term, approved by Resolution No. R23-189; and

WHEREAS, on August 6, 2024, the City and Vendor entered a Second Amendment to the Master Services and Purchasing Agreement for the purchase of in-car video camera systems, body-worn cameras, and tasers in an amount not to exceed $436,180.19 over a 49-month term; and

WHEREAS, on August 7, 2024, the City and Vendor entered a Third Amendment to the Master Services and Purchasing Agreement for the purchase of additional in-car video camera systems, maintenance of the current body worn camera ("BWC") allocation, and transition from Taser 7 to the new Taser 10 platform in an amount not to exceed $8,756,637.51 over a 120-month term; and

WHEREAS, the City's Police Department desires to modify the existing Axon Master Contract to replace two previously acquired drones, with the replacement units featuring updated models and enhanced capabilities, valued at $70,854.30, which will be provided at no additional cost to the City based on a credit from AXON; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to approve a Fourth Amendment to the Master Services and Purchase Agreement with the Vendor for the replacement of two previously acquired drones; and

WHEREAS, the replacement units will feature updated models and enhanced capabilities

and will be provided at no additional cost to the City.

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, does hereby approve a Fourth Amendment to the Master Services and Purchase Agreement with the Vendor for the replacement of two previously acquired drones, with the replacement units featuring updated models and enhanced capabilities, which will be provided at no additional cost to the City (the "Amendment"), in form and substance similar to that attached as **Exhibit A**.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Amendment. The Mayor is further authorized to execute any ancillary documents as may be necessary to accomplish the purpose of this Resolution.

SECTION 4. The City Clerk shall retain the fully executed Amendment as a public record of the City. A copy of the fully executed Amendment shall be provided to the Police Department to forward to the Vendor.

SECTION 5. This Resolution shall take effect in accordance with the law.

[SIGNATURES ON THE FOLLOWING PAGE]

PASSED AND ADOPTED this 15th day of July 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	✓	
Vice Mayor – Woodrow L. Hay	✓	
Commissioner – Angela Cruz	✓	
Commissioner – Thomas Turkin	✓	
Commissioner – Aimee Kelley	✓	

VOTE 5-0

ATTEST:

Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

Rebecca Shelton
Mayor

APPROVED AS TO FORM:

Shawna G. Lamb
City Attorney

Docusign Envelope ID: 1B5D0A75-944D-4776-A49E-14422118D88C

Fourth Amendment to the Master Services and Purchasing Agreement

This Fourth Amendment ("**Amendment**") is between Axon Enterprise, Inc. (f/k/a Taser International, Inc.), a Delaware corporation ("**Axon**"), and the City of Boynton Beach ("**Agency**"). This Amendment is effective as of the last signature date on this Amendment ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**".

Axon and Agency are Parties to the TASER 7 Agreement by and between Axon Enterprise, Inc. and the City of Boynton Beach Police Dept., dated June 7, 2021 (the "**Agreement**"), which was supplemented by the Master Services and Purchasing Agreement and Addendum dated November 14, 2022, under Q-385041, and further amended on December 19, 2023 under Q-511382 (Amendment 1), on August 7, 2024 under Q0594677 and Q-594686 (Amendment 2), and under Q-690291 (Amendment 3).

The Parties wish to incorporate further changes into the Agreement in order to expand the scope of offered products.

The Parties therefore agree as follows:

1. The attached documents are hereby incorporated into the Agreement:
    a. Quote Q-593380-45805JB

2. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

3. Controlling Provisions. Except as otherwise specifically provided in this Amendment, in the event of any conflict between the Agreement, Addendum to Master Services and Purchasing Agreement, and this Fourth Amendment, the provisions shall be given precedence in the following order: (1) Addendum to Master Services and Purchasing Agreement, (2) this Fourth Amendment, and (3) the Agreement.

[Signatures to follow on the next page]

Docusign Envelope ID: 1B5D0A75-944D-4776-A49E-14422118D88C

AXON

Fourth Amendment to the Master Services and Purchasing Agreement

Each representative identified below declares that they are an authorized representative of the respective Party with authority to execute this Amendment as of the date of signature.

Axon Enterprise, Inc.

Signature: Signed by: Robert E. Driscoll, Jr. 55DAEE0181A4424...

Name: Robert E. Driscoll, Jr.

Title: Deputy General Counsel

Date: 5/28/2025 | 12:52 PM MST

City of Boynton Beach

Signature:

Name: Rebecca Shelton

Title: Mayor

Date: July 15, 2025

CITY ATTORNEY'S OFFICE
Approved as to form and legality
By:

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-593380-45805JB

Issued: 05/28/2025
Quote Expiration: 07/01/2025
Estimated Contract Start Date: 07/01/2025

Account Number: 111065
Payment Terms: N30
Mode of Delivery: UPS-GND
Credit/Debit Amount: $0.00

SHIP TO	BILL TO
Boynton Beach Police Dept. - FL 2100 High Ridge Rd Boynton Beach, FL 33426-8820 USA	Boynton Beach Police Dept. - FL PO Box 310 Boynton Beach FL 33425-0310 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Brendan Rome Phone: Email: brome@axon.com Fax:	Karl Maracotta Phone: 561-742-6170 Email: maracottak@bbfl.us Fax: (561) 742-6185

Quote Summary

Program Length	24 Months
TOTAL COST	$70,854.30
ESTIMATED TOTAL W/ TAX	$70,854.30

Discount Summary

Average Savings Per Year	$6,356.51
TOTAL SAVINGS	$12,713.02

Payment Summary

Date	Subtotal	Tax	Total
Jun 2025	$60,709.77	$0.00	$60,709.77
Jun 2026	$10,144.53	$0.00	$10,144.53
Total	**$70,854.30**	**$0.00**	**$70,854.30**

Quote Unbundled Price:	**$83,567.32**
Quote List Price:	**$83,567.32**
Quote Subtotal:	**$70,854.30**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Hardware									
101229	AXON AIR - SKYDIO SPOTLIGHT FOR X10	2			$265.00	$262.35	$524.70	$0.00	$524.70
101211	AXON AIR - SKYDIO SPEAKER FOR X10	2			$320.00	$316.80	$633.60	$0.00	$633.60
101237	AXON AIR - SKYDIO BATTERY (150W) FOR X10	6			$369.00	$365.31	$2,191.86	$0.00	$2,191.86
101261	AXON AIR - SKYDIO NIGHTSENSE IR FILTER FOR X10	2			$2,800.00	$2,772.00	$5,544.00	$0.00	$5,544.00
101637	AXON AIR - SKYDIO - X10 RDY KIT 2.4/5 GHZ CELL IR NA VT300-Z	2			$16,846.00	$16,677.54	$33,355.08	$0.00	$33,355.08
A la Carte Software									
100551	AXON AIR - DRONESENSE CLOUDSTREAM FOR SKYDIO	2	24		$0.00	$0.00	$0.00	$0.00	$0.00
100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	3	24		$54.06	$0.00	$0.00	$0.00	$0.00
101231	AXON AIR - SKYDIO 3D SCAN FOR X10	1	24		$350.00	$346.50	$8,316.00	$0.00	$8,316.00
101242	AXON AIR - SKYDIO CONNECT LICENSE FOR X10	2	24		$208.25	$206.17	$9,896.04	$0.00	$9,896.04
A la Carte Services									
101172	AXON AIR - SKYDIO X10 BLENDED TRAINING	1			$5,605.00	$0.00	$0.00	$0.00	$0.00
12015	AXON AIR - DRONESENSE IN-PERSON TRAINING	1			$2,500.00	$0.00	$0.00	$0.00	$0.00
A la Carte Warranties									
101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	2			$5,249.00	$5,196.51	$10,393.02	$0.00	$10,393.02
Total							**$70,854.30**	**$0.00**	**$70,854.30**

- Reviewed by AR- Procurement Division Director. - 5/29/25
All pricing meets PB exemption.

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
A la Carte	101211	AXON AIR - SKYDIO SPEAKER FOR X10	2	1	06/01/2025
A la Carte	101229	AXON AIR - SKYDIO SPOTLIGHT FOR X10	2	1	06/01/2025
A la Carte	101237	AXON AIR - SKYDIO BATTERY (150W) FOR X10	6	1	06/01/2025
A la Carte	101261	AXON AIR - SKYDIO NIGHTSENSE IR FILTER FOR X10	2	1	06/01/2025
A la Carte	101637	AXON AIR - SKYDIO - X10 RDY KIT 2.4/5 GHZ CELL IR NA VT300-Z	2	1	07/01/2025

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	3	07/01/2025	06/30/2027
A la Carte	100551	AXON AIR - DRONESENSE CLOUDSTREAM FOR SKYDIO	2	07/01/2025	06/30/2027
A la Carte	101231	AXON AIR - SKYDIO 3D SCAN FOR X10	1	07/01/2025	06/30/2027
A la Carte	101242	AXON AIR - SKYDIO CONNECT LICENSE FOR X10	2	07/01/2025	06/30/2027

Services

Bundle	Item	Description	QTY
A la Carte	101172	AXON AIR - SKYDIO X10 BLENDED TRAINING	1
A la Carte	12015	AXON AIR - DRONESENSE IN-PERSON TRAINING	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	2		

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	2100 High Ridge Rd	Boynton Beach	FL	33426-8820	USA

Payment Details

Jun 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100551	AXON AIR - DRONESENSE CLOUDSTREAM FOR SKYDIO	2	$0.00	$0.00	$0.00
Year 1	101242	AXON AIR - SKYDIO CONNECT LICENSE FOR X10	2	$4,948.02	$0.00	$4,948.02
Year 1	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	2	$5,196.51	$0.00	$5,196.51
Year 1 Upfront HW	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	3	$0.00	$0.00	$0.00
Year 1 Upfront HW	101172	AXON AIR - SKYDIO X10 BLENDED TRAINING	1	$0.00	$0.00	$0.00
Year 1 Upfront HW	101211	AXON AIR - SKYDIO SPEAKER FOR X10	2	$633.60	$0.00	$633.60
Year 1 Upfront HW	101229	AXON AIR - SKYDIO SPOTLIGHT FOR X10	2	$524.70	$0.00	$524.70
Year 1 Upfront HW	101231	AXON AIR - SKYDIO 3D SCAN FOR X10	1	$8,316.00	$0.00	$8,316.00
Year 1 Upfront HW	101237	AXON AIR - SKYDIO BATTERY (150W) FOR X10	6	$2,191.86	$0.00	$2,191.86
Year 1 Upfront HW	101261	AXON AIR - SKYDIO NIGHTSENSE IR FILTER FOR X10	2	$5,544.00	$0.00	$5,544.00
Year 1 Upfront HW	101637	AXON AIR - SKYDIO - X10 RDY KIT 2.4/5 GHZ CELL IR NA VT300-Z	2	$33,355.08	$0.00	$33,355.08
Year 1 Upfront HW	12015	AXON AIR - DRONESENSE IN-PERSON TRAINING	1	$0.00	$0.00	$0.00
Total				**$60,709.77**	**$0.00**	**$60,709.77**

Jun 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100551	AXON AIR - DRONESENSE CLOUDSTREAM FOR SKYDIO	2	$0.00	$0.00	$0.00
Year 2	101242	AXON AIR - SKYDIO CONNECT LICENSE FOR X10	2	$4,948.02	$0.00	$4,948.02
Year 2	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	2	$5,196.51	$0.00	$5,196.51
Total				**$10,144.53**	**$0.00**	**$10,144.53**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Omnia Contract 3544-21-4615 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

5/28/2025



RESOLUTION NO. R26-104

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE FIFTH AMENDMENT TO THE MASTER SERVICES PURCHASE AGREEMENT WITH AXON ENTERPRISE INCORPORATED FOR THE PURCHASE OF UPDATED HARDWARE, SOFTWARE, SERVICES, AND LONG-TERM SUPPORT FOR AXON AIR, OUTPOST, AND RELATED TECHNOLOGY SYSTEMS IN THE AMOUNT OF $2,242,345.31; PROVIDING AN EFFECTIVE DATE; AND FOR ALL OTHER PURPOSES.

WHEREAS, on November 14, 2022, the City entered into a Master Services and Purchasing Agreement with Axon Enterprise, Inc. ("Vendor"), approved by Resolution No. R22-168; and

WHEREAS, on December 19, 2023, the City and Vendor entered into a First Amendment to the Master Services and Purchasing Agreement for the purchase of a Virtual Reality Training System for an amount not to exceed $156,207.48 over a five (5) year term, approved by Resolution No. R23-189; and

WHEREAS, on August 6, 2024, the City and Vendor entered into a Second Amendment to the Master Services and Purchasing Agreement for the purchase of in-car video camera systems, body-worn cameras, and tasers in an amount not to exceed $436,180.19 over a 49-month term; and

WHEREAS, on May 20, 2025, the City and Vendor entered into a Third Amendment to the Master Services and Purchasing Agreement for the purchase of additional in-car video camera systems, maintenance of the current body-worn camera ("BWC") allocation, and transition from Taser 7 to the new Taser 10 platform in an amount not to exceed $8,756,637.51 over a 120-month term; and

WHEREAS, on July 15, 2025, the City and Vendor entered into a Fourth Amendment to the Master Services and Purchasing Agreement to replace two previously acquired drones, with the replacement units featuring updated models and enhanced capabilities, valued at $70,854.30, which will be provided at no additional cost to the City based on a credit from AXON; and

WHEREAS, the parties desire to enter into a Fifth Amendment to the Master Services and Purchase Agreement with the Vendor for the purchase of updated hardware, software, services, and long-term support for Axon Air, Outpost, and related technology systems in an amount of $2,242,345.31; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to approve the Fifth Amendment to the Master Services and Purchase Agreement with Vendor.

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, does hereby approve a Fifth Amendment to the Master Services and Purchase Agreement with the Vendor for the purchase of updated hardware, software, services, and long-term support for Axon Air, Outpost, and related technology systems in an amount of $2,242,345.31 ("the "Amendment") in form and substance similar to that attached as **Exhibit A**.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Amendment and any ancillary Statements of Work and other documents, including, but not limited to, the Outpost SOW, as may be necessary to accomplish the purpose of this Resolution.

SECTION 4. The fully executed Amendment shall be retained by the City Clerk as a public record of the City, and a copy shall be provided to Chief Kautz to forward to the Vendor.

SECTION 5. This Resolution shall take effect in accordance with the law.

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R26-104

PASSED AND ADOPTED this 16 day of June 2026.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	✓	
Vice Mayor – Thomas Thurkin	✓	
Commissioner – Angela Cruz	✓	
Commissioner – Mack McCray	✓	
Commissioner – Aimee Kelley		✓

VOTE 4-1

ATTEST:

Tammy Stanzione
Interim City Clerk

(Corporate Seal)

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

Rebecca Shelton
Mayor

APPROVED AS TO FORM:

Shawna G. Lamb
City Attorney

Docusign Envelope ID: 3B0525F3-157A-87D1-8398-80B9FFD65C8A

Fifth Amendment to the Master Services and Purchasing Agreement

This Fifth Amendment to Master Services and Purchasing Agreement ("**Amendment**") is between Axon Enterprise, Inc. (f/k/a TASER International, Inc.), a Delaware corporation ("**Axon**"), and the City of Boynton Beach, FL ("**Customer**" or "**Agency**"). This Amendment is effective as of the last signature date on this Amendment ("**Effective Date**"). Axon and Customer are each a "Party" and collectively "**Parties**".

Axon and Agency are parties to the TASER 7 Agreement by and between Axon Enterprise, Inc. and the City of Boynton Beach Police Dept., dated June 7, 2021, which was supplemented by the Master Services and Purchasing Agreement and Addendum dated November 14, 2022 under Q-385041, and further amended on December 19, 2023 under Q-511382 (Amendment 1), on August 7, 2024 under Q-594677 and Q-594686 (Amendment 2), on May 20, 2025 under Q-690291 (Amendment 3), and on July 15, 2025 under Q-593380 (Amendment 4) (collectively, the "**Agreement**").

The Parties wish to incorporate further changes into the Agreement in order to expand the scope of offered products.

The Parties therefore agree as follows:

1. The attached documents are hereby incorporated into the Agreement:
    a. AI Technology Appendix
    b. Quote Q-850915-46168JB

2. The following is added to Axon Cloud Services Terms of Use Appendix:
    a. **Prepared Products and Services.**
        i. Prepared product deployment timelines for Prepared products within the Scope of Work (SOW) shall be mutually agreed to by the Parties in the SOW. The initial deployment of Assistive Call Taking (ACT) may take up to 12 months from the execution of the SOW and the service start date listed in the Agreement; deployments of the remaining Prepared products may take up to twenty-four (24) months from the execution of the SOW. Axon must confirm feasibility based on technical requirements for Prepared products prior to the execution of the SOW.
        ii. Customers using Solacom (Comtech CHE) call handling equipment in a multi-tenant configuration are not eligible for Prepared ACT or Prepared AQA, as call audio cannot be isolated to a single agency. Such Customers remain eligible for ANET and Assistive Dispatch. Customers on Solacom single-tenant configurations are eligible for all Prepared products, subject to SPAN port fees described below.

3. The Fleet Appendix is hereby replaced with the attached ALPR Appendix.

4. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.
5. The additional terms previously added to the Agreement remain in full force and effect, including, without limitation, the Entities of Foreign Concern certification and affidavit requirement under Section 287.138, Florida Statutes (First Amendment), and the Anti-Human Trafficking affidavit requirement under Section 787.06(13), Florida Statutes (Second Amendment).

6. **Controlling Provisions.** Except as otherwise specifically provided in this Amendment, in the event of any conflict between the Agreement, the Addendum to Master Services and Purchasing Agreement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, and this Fifth Amendment (including the AI Technology Appendix and the ALPR

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Appendix), the provisions shall be given precedence in the following order: (1) the Addendum to Master Services and Purchasing Agreement; (2) this Fifth Amendment; (3) the Fourth Amendment; (4) the Third Amendment; (5) the Second Amendment; (6) the First Amendment; and (7) the Agreement.

Each representative identified below declares that the representative is authorized to execute this Amendment as of the date of signature.

Axon Enterprise, Inc.	**City of Boynton Beach, FL**
Signature: Signed by: Isaiah Fields D415764CFA3141D...	Signature:
Name: Isaiah Fields	Name: Rebecca Sheehan
Title: Chief Legal Officer	Title: Mayor
Date: 6/9/2026 | 1:18 PM MST	Date: 6/16/2026

CITY ATTORNEY'S OFFICE
Approved as to form and legality
By:

Docusign Envelope ID: 3B0525F3-157A-87D1-8398-80B9FFD65C8A

AI Technology Appendix

This AI Technology Appendix shall only apply to Customers who license Axon Cloud Services in a Quote that specifically utilizes AI Technology. Unless explicitly defined otherwise, capitalized terms used in this Appendix have the same meaning as those in the Agreement.

1. Definitions.
   1.1. **AI Technology.** Refers to artificial intelligence functionalities embedded in Axon's Cloud Services, which may include: (a) Enhanced Evidence Management; (b) AI-powered redaction tools; (c) Large Language Model-based tools (e.g., "Draft One" "Policy Chat"); (d) Predictive Analytics for operational insights; or (e) Natural Language Processing (NLP) for text and speech analysis.

   1.2. **Model Drift.** The degradation of AI model performance due to changes in input data or external conditions, requiring retraining or updates.

   1.3. **Bias Mitigation.** Strategies and techniques used to identify, measure, and minimize bias in AI Technology.

2. **Integration.** Axon AI Technology is intended to improve public safety, streamline operations, and ensure data accuracy. The AI functionalities will only be used as described in the Agreement or applicable documentation.

3. **Data Use.** Axon acts as a Data Processor for AI Technology. All inquiries submitted are processed solely to provide accurate responses based on Customer Content submitted. Customer remains the Data Controller of all Customer Content. Axon and Axon's subprocessors do not train their models on Customer Content. Customers who elect to participate in Axon's ACEIP program can enter into custom agreements to assist in product development efforts like AI model training. Even in those cases, Axon operates carefully on redacted data and not on Customer Content.

4. **Automatic Data Collection.** AI Technology may automatically collect Non-Content Data about user interactions with the service and their devices to enhance the functionality and security of the system. The details collected include, but are not limited to, the following:

   4.1. **User Engagement and Activity Metrics.** AI Technology may track key engagement statistics, including Daily Active Users (DAUs), Weekly Active Users (WAUs), and Monthly Active Users (MAUs). Additional metrics include new user activations, repeat usage rates, total queries submitted, follow-up query volume, session lengths, retention rates, and user satisfaction ratings (e.g., thumbs up/down feedback).

   4.2. **Sales and Adoption Tracking.** Axon monitors the number of licenses and agencies purchasing the service, including those in trial phases, fully deploying the service, and conversion rates from trials to paid subscriptions.

   4.3. **End User inputs.** Axon may process de-identified end-user inputs to the AI Technology, excluding Customer Content or any data that directly or indirectly identifies individuals.

5. Axon Responsibilities.
   5.1. **Ethical AI Development.** Axon shall: (a) Follow its responsible innovation framework; (b) Engage with the Ethics and Equity Advisory Council (EEAC) for feedback; (c) Conduct testing to minimize bias and ensure reliability; and (d) Implement Bias Mitigation techniques in model development and deployment.

   5.2. **Security Program.** Axon will maintain a comprehensive information security program, including logical and physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of digital evidence; and security education.

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5.3. **Transparency.** Axon will provide documentation describing AI functionalities and their intended use and disclose any material limitations, risks, or Model Drift incidents.

5.4. **Incident Response.** Axon will promptly address and rectify anomalies in AI functionalities, as outlined in its incident management procedures.

5.5. **Compliance.** Axon will ensure compliance with applicable laws, regulations, and standards, including but not limited to the EU AI Act, NIST AI standards, and ISO/IEC 27001.

6. **Customer Responsibilities**.

6.1. **Ownership of Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Axon obtains no interest in Customer Content and will only access Customer Content for limited purposes as outlined in the Agreement.

6.2. **Use of AI Technologies.** Customer must: (a) review AI-generated outputs to ensure accuracy and appropriateness; (b) maintain control over Customer Content shared with AI Technologies (c) comply with applicable laws when using Axon AI Technology and Axon Services; (d) monitor for potential issues with AI outputs, including false positives or negatives; (e) actively opt-in for programs involving data sharing through Axon's ACEIP program; and (f) provide timely feedback on Axon AI Technology performance.

6.3. **Restrictions.** AI Technology is not designed for emergencies, and in such cases, users should contact appropriate emergency services directly. Axon disclaims liability for queries containing prohibited content, such as hate, sexual material, or violence, and reserves the right to restrict such usage. Axon translation products may not be used by healthcare providers (doctors, nurses, paramedics, etc.) for the purpose of providing healthcare services and are only meant to allow healthcare providers to de-escalate confrontations.

7. **Policy Chat.** This section outlines the specific terms and conditions related to the use of Policy Chat by the Customer. By utilizing Policy Chat, the Customer agrees to comply with the following provisions:

7.1. **License and Content Restrictions.** Any uploads beyond 5,000 pages may be limited by Axon. It is the Customer's responsibility to manage uploads to ensure system efficiency and compliance with these terms.

7.2. **Data Processing.** Inquiries submitted to Policy Chat are processed solely to provide accurate responses based on existing policy documents provided by the Customer. The Customer remains the Data Controller of all policy content, and Axon's role is strictly limited to facilitating access to this information through Policy Chat.

7.3. **Policy Chat Restrictions.** The information provided by Policy Chat is for informational purposes only and is based on the policy documents uploaded by the Customer. Axon does not guarantee the accuracy, completeness, or timeliness of the information, and disclaims all liability for any reliance placed on such information. Policy Chat is not a substitute for official policy documents, legal advice, or comprehensive training. Users should consult their supervisors, legal advisors, or official sources for the most accurate and up-to-date policy guidance. Changes to policies may not be reflected immediately, and it is the Customer's responsibility to ensure data integrity by uploading the most current documents and removing outdated versions.

8. **Draft One.** Specifically for Customers who utilize Draft One, Axon may impose usage restrictions if a single user generates more than three hundred (300) reports per month for two or more consecutive months.

9. Brief One. Brief One includes automatic summarization of all products that can be transcribed. If Customer subscribes to Brief One, Customer may utilize Brief One with no limit on the number of pieces of evidence or cases. Notwithstanding the foregoing, Axon may limit evidence and case summaries for cases with over one thousand (1000) pieces of evidence or after three hundred (300) cases per End User per month for two (2) consecutive months in a row.

10. Auto-Transcribe. This section outlines licensing terms for Customer's subscription of Auto-Transcribe:

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10.1. **A-La-Carte Minutes.** Upon Axon granting Customer a set number of minutes, Customer may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Customers cannot roll over unused minutes to future Auto-Transcribe terms. Axon may charge Customer additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Customer by Axon.

10.2. **Axon Unlimited Transcribe.** Upon Axon granting Customer an Unlimited Transcribe subscription to Axon Auto-Transcribe, Customer may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Community Request, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.

11. Prepared Products. This section applies to a Customer's AI Eras subscription for Prepared products:

11.1. Deploying Assistive Dispatch may require Axon to procure additional third party-licensing. Axon reserves the right to pass through these third-party costs to the Customer. Assistive Dispatch may also require additional third-party hardware or services to be purchased by the Customer directly from the third-party vendor. AI Era pricing does not include these third-party hardware or services costs.

11.2. Assistive Dispatch is available for Customers using supported CAD and radio console configurations. A technical assessment will determine eligibility. Customers with analog radio consoles or unsupported digital console configurations are not eligible for Assistive Dispatch but may use other Prepared products included in AI Era (ACT, AQA, ANET). Axon will conduct eligibility assessment only when explicitly requested by customer.

11.3. PSAP eligibility for Prepared products under the AI Era Plan requires that AI Era licenses purchased to represent at least one-third (33%) of the total sworn officer count associated with the PSAP. For PSAPs serving multiple agencies, eligibility is calculated based on the aggregate AI Era licenses purchased by all participating agencies relative to the combined sworn officer count served by that PSAP. Axon retains sole discretion to determine PSAP eligibility, and may consider additional factors including call volume, deployment feasibility, and PSAP configuration in making its determination. If customer is interested in Prepared products as part of the purchase of AI Era Plan, Customer to assist Axon in making all eligibility determinations within 90 days of the date of quote signature.

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Axon ALPR Appendix

If Axon Fleet 2, Axon Fleet 3, or any future generation of Axon Fleet (collectively, "**Axon Fleet**") or Axon Outpost or Axon Lightpost (collectively all "ALPR Products") is included on the Quote, this Appendix applies.

1. **Customer Responsibilities.**

   1.1. Customer must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon ALPR Products as established by Axon during the qualifier call and on-site assessment at Customer and in any technical qualifying questions. If Customer's representations are inaccurate, the Quote is subject to change.

   1.2. Customer is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon ALPR Products into Customer vehicles and/or at designated installation location(s).s Customer is responsible for making available all vehicles for which installation services were purchased and preparing all installation sites, during the agreed upon onsite installation dates, Failure to make vehicles available or prepare installation sites may require an equitable adjustment in fees or schedule

2. **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet, Axon Outpost, or Axon Lightpost hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

3. **Axon Fleet Specific Terms.**

   3.1. **Cradlepoint.** If Customer purchases Cradlepoint hardware, software, or services, Customer will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Customer requires Cradlepoint support, Customer will contact Cradlepoint directly. By accepting a Quote including Cradlepoint products, Customer designates and authorizes Axon as its partner of record for purposes of Cradlepoint product renewals, support coordination, and other relevant functions. This designation applies to all Cradlepoint products acquired by Customer during the Subscription Term of the applicable Quote whether directly from Cradlepoint, through Axon, or through any third-party vendor or distributor. Axon shall have no liability to Customer or any third party arising out of or relating to Axon's acts or omissions as the Partner of Record. Customer has the right to opt out of this authorization at any time by providing prior written notification to both Axon and Cradlepoint. Upon such notification, the designation will be removed. This authorization remains effective until formally removed in accordance with this section or as otherwise agreed between the parties in the Agreement.

   3.2. **Axon Vehicle Software License.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription

   3.3. **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

4. Axon Outpost Specific Terms.

   4.1. **Outpost License and Permits**. Customers will obtain, maintain all legally required permits, authorizations, and/or licensing in order to place, maintain, and/or remove the Axon Outpost device at the installation location including licenses or permits for fixed installation of poles. If mutually agreed by

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the parties, Axon or an Axon authorized subcontractor may assist with obtaining the necessary local, state, or Federal approvals before installing Axon Outpost.

4.1 Installation. Customer will adhere to the installation requirements as agreed in the Outpost SOW.

4.2 Vandalism or Motor Vehicle Accident Warranty. If Customer purchases the Vandalism and Accident warranty, Axon will provide up to two (2) replacements per warranty purchased if your Outpost is damaged due to vandalism or a motor vehicle accident. Axon will make a commercially reasonable effort to provide new installation free of charge, but installation may require additional cost. Axon does not provide refunds or credits if the warranty is not used during the Term of the Quote.

5 Axon Lightpost Specific Terms.

5.1 **Ubicquia.** If Customer purchases Lightpost hardware and installation services, any warranties for the hardware are provided exclusively by the third-party manufacturer Ubicquia. All hardware-related support or warranty claims must be directed to the respective third-party provider. Axon is not responsible for servicing or replacing hardware. Axon will provide and support software components in accordance with the applicable Quote.

5.2 **Installation.** Installation of Axon Lightpost equipment will be performed by a third-party service provider authorized by Axon. Axon does not directly perform installation services.

5.3 **Power.** Customer agrees to supply a power source, in compliance with Lightpost requirements, at each site where a Lightpost device is installed. The power must be available on a 24-hour, 7 days per week (24/7) basis.

6 Wireless Offload Server

6.1 **License Grant.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server (**"WOS"**). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.

6.2 **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.

6.3 **Updates.** If Customer purchases WOS maintenance, Axon will make updates and error corrections to WOS (**"WOS Updates"**) available electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

6.4 **WOS Support.** Upon request by Axon, Customer will provide Axon with access to Customer's store and forward servers solely for troubleshooting and maintenance.

7 Acceptance Checklist. If Axon provides Services to Customer pursuant to any statement of work in connection with Axon ALPR Products, within seven (7) days of the date on which Customer retrieves Customer's vehicle(s) from the Axon installer or Axon Outpost or Axon Lightpost installation is complete, said ALPR Products having been installed and configured with tested and fully and properly operational hardware and software identified above, Customer will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables. In the event Customer does not respond to the Professional Services Acceptance Checklist within seven (7) business days, the installation of the ALPR Products and services shall be deemed accepted.

Q-850915-46168JB

Issued: 05/26/2026

Quote Expiration: 07/31/2026

Estimated Contract Start Date: 07/01/2026

Account Number: 111065

Payment Terms: N30

Mode of Delivery: AUTO-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO
Boynton Beach Police Dept. - FL 2100 High Ridge Rd Boynton Beach, FL 33426-8820 USA	Boynton Beach Police Dept. - FL PO Box 310 Boynton Beach FL 33425-0310 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Brendan Rome Phone: Email: brome@axon.com Fax:	Joseph Degiulio Phone: (561) 742-6126 Email: degiulioj@bbfl.us Fax: (561) 742-6185

Quote Summary

Program Length	112 Months
TOTAL COST	$2,242,345.31
ESTIMATED TOTAL W/ TAX	$2,242,345.31

Discount Summary

Average Savings Per Year	$62,493.56
TOTAL SAVINGS	$583,273.20

Payment Summary

Date	Subtotal	Tax	Total
Oct 2027	$280,293.19	$0.00	$280,293.19
Oct 2028	$280,293.16	$0.00	$280,293.16
Oct 2029	$280,293.16	$0.00	$280,293.16
Oct 2030	$280,293.16	$0.00	$280,293.16
Oct 2031	$280,293.16	$0.00	$280,293.16
Oct 2032	$280,293.16	$0.00	$280,293.16
Oct 2033	$280,293.16	$0.00	$280,293.16
Oct 2034	$280,293.16	$0.00	$280,293.16
Total	**$2,242,345.31**	**$0.00**	**$2,242,345.31**

Quote Unbundled Price:	**$2,604,896.31**
Quote List Price:	**$2,507,545.91**
Quote Subtotal:	**$2,242,345.31**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
103070	OUTPOST TAP BUNDLE TRUE-UP	10	8		$100.83	$0.00	$0.00	$0.00	$0.00
A00047	AXON AIR DFR DOCK HIVE PLAN	1	112			$19,387.62	$2,171,413.40	$0.00	$2,171,413.40
B00076	OUTPOST TAP PLAN	10	112	$351.89	$264.97	$0.00	$0.00	$0.00	$0.00
A la Carte Hardware									
102750	PREPARED AUDIO COLLECTOR HARDWARE	1			$2,400.00	$0.00	$0.00	$0.00	$0.00
102476	AXON AIR - SKYDIO SAFE R10 TEAM HW KIT - REFRESH 1	1			$11,240.00	$11,127.60	$11,127.60	$0.00	$11,127.60
102473	AXON AIR - SKYDIO SAFE R10 TEAM HW KIT - REFRESH 2	1			$12,650.00	$12,523.50	$12,523.50	$0.00	$12,523.50
102477	AXON AIR - SKYDIO SAFE R10 TEAM HW KIT - REFRESH 3	1			$14,230.00	$14,087.70	$14,087.70	$0.00	$14,087.70
A la Carte Software									
102822	PREPARED ASSISTIVE CALL TAKING (per 1,000 calls)	100	112				$0.00	$0.00	$0.00
102656	AXON AIR - AXON EVIDENCE UNLIMITED DATA STORAGE PER DRONE	1	87		$39.86	$39.86	$3,467.82	$0.00	$3,467.82
102467	AXON AIR - SKYDIO R10 SUBSCRIPTION PLAN	1	87		$341.67	$341.67	$29,725.29	$0.00	$29,725.29
A la Carte Services									
102739	PREPARED AUDIO COLLECTOR IMPLEMENTATION	1			$1,000.00	$0.00	$0.00	$0.00	$0.00
Total							**$2,242,345.31**	**$0.00**	**$2,242,345.31**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AXON AIR DFR DOCK HIVE PLAN	102768	AXON AIR - SKYDIO X10 DOCK DFR HW KIT	3	1	06/01/2026
OUTPOST TAP PLAN	102032	AXON OUTPOST - CAMERA	10	1	06/01/2026
OUTPOST TAP PLAN	102487	AXON OUTPOST - SOLAR PANEL - 50W	10	1	06/01/2026
OUTPOST TAP PLAN	102538	AXON OUTPOST - TOP MOUNT END CAP - STANDARD	10	1	06/01/2026
OUTPOST TAP PLAN	102552	AXON OUTPOST - POLE - STANDARD	10	1	06/01/2026
OUTPOST TAP PLAN	102737	AXON OUTPOST - STANDARD SOLAR HARDWARE KIT	10	1	06/01/2026
OUTPOST TAP PLAN	103151	AXON OUTPOST - BATTERY & CHARGER ENCLOSURE - EXTENDED	10	1	06/01/2026
A la Carte	102750	PREPARED AUDIO COLLECTOR HARDWARE	1	1	07/01/2026
AXON AIR DFR DOCK HIVE PLAN	102771	AXON AIR - SKYDIO SAFE - X10 DOCK DFR OPS HW KIT - REFRESH 1	3	1	12/01/2028
A la Carte	102476	AXON AIR - SKYDIO SAFE R10 TEAM HW KIT - REFRESH 1	1	1	02/01/2029
AXON AIR DFR DOCK HIVE PLAN	102770	AXON AIR - SKYDIO SAFE - X10 DOCK DFR HW KIT -	3	1	06/01/2031

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
		REFRESH 2			
OUTPOST TAP PLAN	102144	AXON OUTPOST - TAP REFRESH ONE - CAMERA	10	1	06/01/2031
OUTPOST TAP PLAN	102810	AXON OUTPOST - TAP REFRESH ONE - BATTERY ENCLOSURE EXTENDED	10	1	06/01/2031
A la Carte	102473	AXON AIR - SKYDIO SAFE R10 TEAM HW KIT - REFRESH 2	1	1	08/01/2031
AXON AIR DFR DOCK HIVE PLAN	102772	AXON AIR - SKYDIO SAFE - X10 DOCK DFR OPS HW KIT - REFRESH 3	3	1	12/01/2033
A la Carte	102477	AXON AIR - SKYDIO SAFE R10 TEAM HW KIT - REFRESH 3	1	1	02/01/2034
OUTPOST TAP PLAN	102145	AXON OUTPOST - TAP REFRESH TWO - CAMERA	10	1	10/01/2035
OUTPOST TAP PLAN	102809	AXON OUTPOST - TAP REFRESH TWO - BATTERY ENCLOSURE STANDARD	10	1	10/01/2035

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
AXON AIR DFR DOCK HIVE PLAN	102656	AXON AIR - AXON EVIDENCE UNLIMITED DATA STORAGE PER DRONE	3	07/01/2026	10/31/2035
AXON AIR DFR DOCK HIVE PLAN	102766	AXON AIR - SKYDIO X10 DOCK DFR SUBCRIPTION PLAN W/ DATA	3	07/01/2026	10/31/2035
OUTPOST TAP PLAN	102142	AXON VEHICLE INTELLIGENCE - ALPR LICENSE	10	07/01/2026	10/31/2035
A la Carte	102822	PREPARED ASSISTIVE CALL TAKING (per 1,000 calls)	100	07/01/2026	10/31/2035
A la Carte	102467	AXON AIR - SKYDIO R10 SUBSCRIPTION PLAN	1	08/01/2028	10/31/2035
A la Carte	102656	AXON AIR - AXON EVIDENCE UNLIMITED DATA STORAGE PER DRONE	1	08/01/2028	10/31/2035

Services

Bundle	Item	Description	QTY
AXON AIR DFR DOCK HIVE PLAN	101498	AXON AIR - SKYDIO - IN-PERSON TRAINING - DOCK FOR X10	1
AXON AIR DFR DOCK HIVE PLAN	101499	AXON AIR - SKYDIO X10 DOCK COMMISSIONING	3
AXON AIR DFR DOCK HIVE PLAN	102287	AXON AIR - SKYDIO SAFE - X10 DOCK COMMISSIONING	3
AXON AIR DFR DOCK HIVE PLAN	102526	PSO 1-DAY ONSITE TRAINING	1
AXON AIR DFR DOCK HIVE PLAN	102666	AXON AIR - SKYDIO X10 DOCK DFR SERVICES - PREMIUM SOLUTION	3
AXON AIR DFR DOCK HIVE PLAN	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1
OUTPOST TAP PLAN	102136	AXON OUTPOST - STANDARD INSTALLATION	10
A la Carte	102739	PREPARED AUDIO COLLECTOR IMPLEMENTATION	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
OUTPOST TAP PLAN	102135	AXON OUTPOST - EXT WARRANTY - CAMERA	10	06/01/2027	10/31/2035
OUTPOST TAP PLAN	102137	AXON OUTPOST - MAINTENANCE	10	06/01/2027	10/31/2035

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	2100 High Ridge Rd	Boynton Beach	FL	33426-8820	USA

Payment Details

Oct 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	102467	AXON AIR - SKYDIO R10 SUBSCRIPTION PLAN	1	$3,715.66	$0.00	$3,715.66
Year 3	102473	AXON AIR - SKYDIO SAFE R10 TEAM HW KIT - REFRESH 2	1	$1,565.44	$0.00	$1,565.44
Year 3	102476	AXON AIR - SKYDIO SAFE R10 TEAM HW KIT - REFRESH 1	1	$1,390.95	$0.00	$1,390.95
Year 3	102477	AXON AIR - SKYDIO SAFE R10 TEAM HW KIT - REFRESH 3	1	$1,760.96	$0.00	$1,760.96
Year 3	102656	AXON AIR - AXON EVIDENCE UNLIMITED DATA STORAGE PER DRONE	1	$433.48	$0.00	$433.48
Year 3	102739	PREPARED AUDIO COLLECTOR IMPLEMENTATION	1	$0.00	$0.00	$0.00
Year 3	102750	PREPARED AUDIO COLLECTOR HARDWARE	1	$0.00	$0.00	$0.00
Year 3	102822	PREPARED ASSISTIVE CALL TAKING (per 1,000 calls)	100	$0.00	$0.00	$0.00
Year 3	103070	OUTPOST TAP BUNDLE TRUE-UP	10	$0.00	$0.00	$0.00
Year 3	A00047	AXON AIR DFR DOCK HIVE PLAN	1	$271,426.70	$0.00	$271,426.70
Year 3	B00076	OUTPOST TAP PLAN	10	$0.00	$0.00	$0.00
Total				**$280,293.19**	**$0.00**	**$280,293.19**

Oct 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	102467	AXON AIR - SKYDIO R10 SUBSCRIPTION PLAN	1	$3,715.66	$0.00	$3,715.66
Year 4	102473	AXON AIR - SKYDIO SAFE R10 TEAM HW KIT - REFRESH 2	1	$1,565.44	$0.00	$1,565.44
Year 4	102476	AXON AIR - SKYDIO SAFE R10 TEAM HW KIT - REFRESH 1	1	$1,390.95	$0.00	$1,390.95
Year 4	102477	AXON AIR - SKYDIO SAFE R10 TEAM HW KIT - REFRESH 3	1	$1,760.96	$0.00	$1,760.96
Year 4	102656	AXON AIR - AXON EVIDENCE UNLIMITED DATA STORAGE PER DRONE	1	$433.48	$0.00	$433.48
Year 4	102739	PREPARED AUDIO COLLECTOR IMPLEMENTATION	1	$0.00	$0.00	$0.00
Year 4	102750	PREPARED AUDIO COLLECTOR HARDWARE	1	$0.00	$0.00	$0.00
Year 4	102822	PREPARED ASSISTIVE CALL TAKING (per 1,000 calls)	100	$0.00	$0.00	$0.00
Year 4	103070	OUTPOST TAP BUNDLE TRUE-UP	10	$0.00	$0.00	$0.00
Year 4	A00047	AXON AIR DFR DOCK HIVE PLAN	1	$271,426.67	$0.00	$271,426.67
Year 4	B00076	OUTPOST TAP PLAN	10	$0.00	$0.00	$0.00
Total				**$280,293.16**	**$0.00**	**$280,293.16**

Oct 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	102467	AXON AIR - SKYDIO R10 SUBSCRIPTION PLAN	1	$3,715.66	$0.00	$3,715.66
Year 5	102473	AXON AIR - SKYDIO SAFE R10 TEAM HW KIT - REFRESH 2	1	$1,565.44	$0.00	$1,565.44
Year 5	102476	AXON AIR - SKYDIO SAFE R10 TEAM HW KIT - REFRESH 1	1	$1,390.95	$0.00	$1,390.95
Year 5	102477	AXON AIR - SKYDIO SAFE R10 TEAM HW KIT - REFRESH 3	1	$1,760.96	$0.00	$1,760.96
Year 5	102656	AXON AIR - AXON EVIDENCE UNLIMITED DATA STORAGE PER DRONE	1	$433.48	$0.00	$433.48
Year 5	102739	PREPARED AUDIO COLLECTOR IMPLEMENTATION	1	$0.00	$0.00	$0.00
Year 5	102750	PREPARED AUDIO COLLECTOR HARDWARE	1	$0.00	$0.00	$0.00
Year 5	102822	PREPARED ASSISTIVE CALL TAKING (per 1,000 calls)	100	$0.00	$0.00	$0.00
Year 5	103070	OUTPOST TAP BUNDLE TRUE-UP	10	$0.00	$0.00	$0.00
Year 5	A00047	AXON AIR DFR DOCK HIVE PLAN	1	$271,426.67	$0.00	$271,426.67

Oct 2029						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 5	B00076	OUTPOST TAP PLAN	10	$0.00	$0.00	$0.00
Total				**$280,293.16**	**$0.00**	**$280,293.16**

Oct 2030						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 6	102467	AXON AIR - SKYDIO R10 SUBSCRIPTION PLAN	1	$3,715.66	$0.00	$3,715.66
Year 6	102473	AXON AIR - SKYDIO SAFE R10 TEAM HW KIT - REFRESH 2	1	$1,565.44	$0.00	$1,565.44
Year 6	102476	AXON AIR - SKYDIO SAFE R10 TEAM HW KIT - REFRESH 1	1	$1,390.95	$0.00	$1,390.95
Year 6	102477	AXON AIR - SKYDIO SAFE R10 TEAM HW KIT - REFRESH 3	1	$1,760.96	$0.00	$1,760.96
Year 6	102656	AXON AIR - AXON EVIDENCE UNLIMITED DATA STORAGE PER DRONE	1	$433.48	$0.00	$433.48
Year 6	102739	PREPARED AUDIO COLLECTOR IMPLEMENTATION	1	$0.00	$0.00	$0.00
Year 6	102750	PREPARED AUDIO COLLECTOR HARDWARE	1	$0.00	$0.00	$0.00
Year 6	102822	PREPARED ASSISTIVE CALL TAKING (per 1,000 calls)	100	$0.00	$0.00	$0.00
Year 6	103070	OUTPOST TAP BUNDLE TRUE-UP	10	$0.00	$0.00	$0.00
Year 6	A00047	AXON AIR DFR DOCK HIVE PLAN	1	$271,426.67	$0.00	$271,426.67
Year 6	B00076	OUTPOST TAP PLAN	10	$0.00	$0.00	$0.00
Total				**$280,293.16**	**$0.00**	**$280,293.16**

Oct 2031						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 7	102467	AXON AIR - SKYDIO R10 SUBSCRIPTION PLAN	1	$3,715.66	$0.00	$3,715.66
Year 7	102473	AXON AIR - SKYDIO SAFE R10 TEAM HW KIT - REFRESH 2	1	$1,565.44	$0.00	$1,565.44
Year 7	102476	AXON AIR - SKYDIO SAFE R10 TEAM HW KIT - REFRESH 1	1	$1,390.95	$0.00	$1,390.95
Year 7	102477	AXON AIR - SKYDIO SAFE R10 TEAM HW KIT - REFRESH 3	1	$1,760.96	$0.00	$1,760.96
Year 7	102656	AXON AIR - AXON EVIDENCE UNLIMITED DATA STORAGE PER DRONE	1	$433.48	$0.00	$433.48
Year 7	102739	PREPARED AUDIO COLLECTOR IMPLEMENTATION	1	$0.00	$0.00	$0.00
Year 7	102750	PREPARED AUDIO COLLECTOR HARDWARE	1	$0.00	$0.00	$0.00
Year 7	102822	PREPARED ASSISTIVE CALL TAKING (per 1,000 calls)	100	$0.00	$0.00	$0.00
Year 7	103070	OUTPOST TAP BUNDLE TRUE-UP	10	$0.00	$0.00	$0.00
Year 7	A00047	AXON AIR DFR DOCK HIVE PLAN	1	$271,426.67	$0.00	$271,426.67
Year 7	B00076	OUTPOST TAP PLAN	10	$0.00	$0.00	$0.00
Total				**$280,293.16**	**$0.00**	**$280,293.16**

Oct 2032						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 8	102467	AXON AIR - SKYDIO R10 SUBSCRIPTION PLAN	1	$3,715.66	$0.00	$3,715.66
Year 8	102473	AXON AIR - SKYDIO SAFE R10 TEAM HW KIT - REFRESH 2	1	$1,565.44	$0.00	$1,565.44
Year 8	102476	AXON AIR - SKYDIO SAFE R10 TEAM HW KIT - REFRESH 1	1	$1,390.95	$0.00	$1,390.95
Year 8	102477	AXON AIR - SKYDIO SAFE R10 TEAM HW KIT - REFRESH 3	1	$1,760.96	$0.00	$1,760.96
Year 8	102656	AXON AIR - AXON EVIDENCE UNLIMITED DATA STORAGE PER DRONE	1	$433.48	$0.00	$433.48
Year 8	102739	PREPARED AUDIO COLLECTOR IMPLEMENTATION	1	$0.00	$0.00	$0.00
Year 8	102750	PREPARED AUDIO COLLECTOR HARDWARE	1	$0.00	$0.00	$0.00
Year 8	102822	PREPARED ASSISTIVE CALL TAKING (per 1,000 calls)	100	$0.00	$0.00	$0.00
Year 8	103070	OUTPOST TAP BUNDLE TRUE-UP	10	$0.00	$0.00	$0.00
Year 8	A00047	AXON AIR DFR DOCK HIVE PLAN	1	$271,426.67	$0.00	$271,426.67
Year 8	B00076	OUTPOST TAP PLAN	10	$0.00	$0.00	$0.00
Total				**$280,293.16**	**$0.00**	**$280,293.16**

Oct 2033						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 9	102467	AXON AIR - SKYDIO R10 SUBSCRIPTION PLAN	1	$3,715.66	$0.00	$3,715.66
Year 9	102473	AXON AIR - SKYDIO SAFE R10 TEAM HW KIT - REFRESH 2	1	$1,565.44	$0.00	$1,565.44
Year 9	102476	AXON AIR - SKYDIO SAFE R10 TEAM HW KIT - REFRESH 1	1	$1,390.95	$0.00	$1,390.95
Year 9	102477	AXON AIR - SKYDIO SAFE R10 TEAM HW KIT - REFRESH 3	1	$1,760.96	$0.00	$1,760.96
Year 9	102656	AXON AIR - AXON EVIDENCE UNLIMITED DATA STORAGE PER DRONE	1	$433.48	$0.00	$433.48
Year 9	102739	PREPARED AUDIO COLLECTOR IMPLEMENTATION	1	$0.00	$0.00	$0.00
Year 9	102750	PREPARED AUDIO COLLECTOR HARDWARE	1	$0.00	$0.00	$0.00
Year 9	102822	PREPARED ASSISTIVE CALL TAKING (per 1,000 calls)	100	$0.00	$0.00	$0.00
Year 9	103070	OUTPOST TAP BUNDLE TRUE-UP	10	$0.00	$0.00	$0.00
Year 9	A00047	AXON AIR DFR DOCK HIVE PLAN	1	$271,426.67	$0.00	$271,426.67
Year 9	B00076	OUTPOST TAP PLAN	10	$0.00	$0.00	$0.00
Total				**$280,293.16**	**$0.00**	**$280,293.16**

Oct 2034						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 10	102467	AXON AIR - SKYDIO R10 SUBSCRIPTION PLAN	1	$3,715.66	$0.00	$3,715.66
Year 10	102473	AXON AIR - SKYDIO SAFE R10 TEAM HW KIT - REFRESH 2	1	$1,565.44	$0.00	$1,565.44
Year 10	102476	AXON AIR - SKYDIO SAFE R10 TEAM HW KIT - REFRESH 1	1	$1,390.95	$0.00	$1,390.95
Year 10	102477	AXON AIR - SKYDIO SAFE R10 TEAM HW KIT - REFRESH 3	1	$1,760.96	$0.00	$1,760.96
Year 10	102656	AXON AIR - AXON EVIDENCE UNLIMITED DATA STORAGE PER DRONE	1	$433.48	$0.00	$433.48
Year 10	102739	PREPARED AUDIO COLLECTOR IMPLEMENTATION	1	$0.00	$0.00	$0.00
Year 10	102750	PREPARED AUDIO COLLECTOR HARDWARE	1	$0.00	$0.00	$0.00
Year 10	102822	PREPARED ASSISTIVE CALL TAKING (per 1,000 calls)	100	$0.00	$0.00	$0.00
Year 10	103070	OUTPOST TAP BUNDLE TRUE-UP	10	$0.00	$0.00	$0.00
Year 10	A00047	AXON AIR DFR DOCK HIVE PLAN	1	$271,426.67	$0.00	$271,426.67
Year 10	B00076	OUTPOST TAP PLAN	10	$0.00	$0.00	$0.00
Total				**$280,293.16**	**$0.00**	**$280,293.16**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Omnia Contract 3544-21-4615 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Rewrite Estimates

Estimated Amounts and Contract Terminations. Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

Refresh Shipment Timing

Technology Assurance Plan (TAP) Refresh Prior to Renewal. For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

Shipment Timing

Shipment Variance. Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.

Signature

Date Signed

5/26/2026



CITY OF BOYNTON BEACH
PROCUREMENT SERVICES
SOLE SOURCE DETERMINATION MEMORANDUM

TO: Police Department

FROM: Procurement Services

DATE: October 27, 2026

RE: Sole Source Determination — Axon Enterprise, Inc. (Scottsdale, AZ; FL foreign corp F10000001499, FEI 86-0741227 — matches the quote) — Axon Auto-Transcribe Unlimited — Sixth Amendment to the Master Services and Purchasing Agreement (Quote Q-645735-46300BR) ($84,456.00)
Request ID: SS-20261026-172

DETERMINATION: DETERMINATION: COMPLIANT

I. OVERVIEW

The Police Department requests the Sixth Amendment to the Axon Master Services and Purchasing Agreement: 138 Auto-Transcribe Unlimited licenses at $25.50/user/month for 24 months — $84,456.00, under new Quote Q-645735-46300BR (issued 10/5/2026; expiration 11/30/2026; term 12/1/2026–11/30/2028; invoice November 2026 on net-30 terms). The SOLE SOURCE determination is VALIDATED under Sec. IX(5), circumstance (B), consistent with how the City Commission has approved this platform relationship at every step since R22-168 (11/14/2022): Auto-Transcribe is an Evidence.com-native service — only Axon can sell services that operate inside the City's installed digital-evidence system of record, where transcripts, keyword search and the underlying video remain one evidentiary environment with unbroken chain of custody for 138 officers. Funding is settled on the record: R26-082 ratified the FDLE Local Law Enforcement Immigration Grant Program award ($1,364,170 — STATE funds under s. 908.1033, F.S.), whose stated uses expressly include Axon automated transcription; no federal procurement requirements attach.

Price was independently challenged and stands: Procurement's market verification surfaced another agency at $21.18/user/month for the same SKU; Axon's written response (10/27/2026) establishes that rate reflected bundle discounting with the Draft One product, while the City's standalone purchase is at the $25.50 list rate (the quote shows list and net equal) — the written justification is filed and the bundle rate is memorialized as the City's negotiation floor for any Draft One purchase or the 2028 renewal. The prior quote's two defects were cured in the replacement quote (expiration now stated; invoicing follows Commission approval), Axon signed the Sixth Amendment on 10/20/2026 with the Agency block properly awaiting Commission action, and the City's justification form is completed and signed. Remaining conditions go to signature hygiene: the ACEIP data-sharing decision, Commission approval in November ahead of the quote clock, grant-period alignment, and the 8/2027 COI renewal calendar.

II. DOCUMENTS SUBMITTED

Document	Present	Date	Notes
Sixth Amendment to the MSA (Axon-signed)	Y	2026-10-20	DocuSign-executed by Robert E. Driscoll, Jr., Deputy General Counsel, 10/20/2026; Agency signature block blank pending Commission. Incorporates Quote Q-645735-46300BR; preserves the 287.138 Entities of Foreign Concern certification and the 787.06(13) anti-human-trafficking affidavit; states the amendment-precedence order. Recites the full chain: TASER 7 Agreement (6/7/2021), MSA + Addendum 11/14/2022 (Q-385041), Amendments 1–5 (Q-511382; Q-594677/Q-594686; Q-690291; Q-593380; Q-850915).
Quote Q-645735-46300BR (replaces Q-645735-46273BR)	Y	2026-10-05	138 × SKU 85760 Auto-Transcribe Unlimited × 24 months @ $25.50/user/month = $84,456.00 (list = net; math verified). EXPIRATION 11/30/2026 (prior blank expiration CURED); term 12/1/2026–11/30/2028; invoice November 2026, net-30 — payment follows Commission approval (prior September-2026 payment line CURED). ACEIP appendix incorporated by reference.
Axon written price justification (B. Rome email via K. Maracotta)	Y	2026-10-27	Axon: per-SKU pricing varies with bundle composition; the transcription service is discounted when purchased with the Draft One report-writing product; the comparable agency's $21.18/user/month reflected that bundle discount; the City's standalone purchase is at the $25.50 list rate. Written justification filed; comparables retained as the renewal/bundle negotiation floor.
Sole/Single Source Justification Form (signed)	Y	2026-10-27	Completed and SIGNED for the Sixth Amendment: Evidence.com installed base stated, basis = service integral to the City's existing digital-evidence system (circumstance (B)), grant funding per R26-082, price justification referenced. Attach to the agenda backup.
R26-082 + executed FDLE grant agreement	Y	2026-05-19	FY25-26 FDLE Local Law Enforcement Immigration Grant Program, $1,364,170 — STATE funds (Ch. 2025-1 §18; s. 908.1033, F.S.; Rule 11QER25-1, F.A.C.); stated uses expressly include Axon transcription and the Peregrine platform. State money → no federal 2 CFR requirements.

Resolution chain R22-168 → R26-104	Y	2022-11-14	Original SOLE SOURCE agreement $2,975,499.49/60 mo. (R22-168) + five Commission-approved amendments ($156,207.48; $436,180.19; $8,756,637.51/120 mo.; $0 drone credit; $2,242,345.31). Program total with the Sixth Amendment: $14,651,325.98.
COIs (two certificates)	Y	2026-08-04	GL $2M/$4M + auto $1M + umbrella $10M + WC; products liability $15M (Lexington); Cyber/Tech E&O $5M (Columbia Casualty). City additional insured, waiver of subrogation, primary & non-contributory. Policies to 8/1/2027 — calendar the mid-term renewal.
Sunbiz detail + FL vendor lists (evidence)	Y	2026-10-26	Live Sunbiz pull: AXON ENTERPRISE, INC., F10000001499, ACTIVE, FEI matches quote, 2026 AR filed 1/22/2026. FL Convicted (287.133) and Discriminatory (287.134) lists verified the same day: both currently hold no vendors. Screenshots embedded as exhibits.

III. SOLE SOURCE BASIS CLAIMED

• Patented / proprietary item

• OEM repair parts / integral compatibility

Qualifying circumstance: Sec. IX(5)(B) — integral repair accessory compatible with existing equipment; the only parts that can reasonably be used.

IV. INDEPENDENT MARKET VERIFICATION

Market structure finding for the City's need: monopoly — for Evidence.com-native services on the City's installed digital-evidence platform — Only Axon can sell services operating inside Evidence.com, the City's digital-evidence system of record under the Commission-approved sole source agreement since 2022.

General-market transcription tools exist outside the platform (documented in the market record as context and renewal leverage) but none can function within the City's evidentiary environment — they would require exporting evidence out of the system of record.

Verification checks (with evidence):

Check	Result	Method	Evidence / notes
I. Distribution channel	PASS	Market Verifier + packet	Axon sells Evidence.com services direct; no dealer, reseller, or third party can sell services operating inside the platform.; Only the platform operator can provision services within it — the exclusivity is structural.

K. Integral to existing City system	PASS	City records	The City's BWC/in-car/digital-evidence program has run on the Axon platform under the Commission-approved sole source agreement since 2022 (five amendments; 138 officers on Evidence.com; Taser 10 and Fleet transitions; Air/Outpost). Auto-Transcribe operates only inside that platform.; Sec. IX(5)(B) — service integral to existing City systems; the only service that can reasonably be used within the evidentiary system of record.
L. Market search — functional equivalents	PASS (documented)	Market Verifier (6 logged searches)	Outside-the-platform transcription tools exist (Truleo; Rev/Verbit/Sonix; Mark43/Motorola at platform level) and are documented for the record — none operates within Evidence.com; using one would require exporting evidence audio out of the system of record, a second evidentiary system, chain-of-custody documentation per transfer, and loss of in-platform search.; Documented as context and renewal leverage; within the City's installed platform there is one source.
J. Co-op / government contract sweep	NOTED	Market Verifier	Axon holds Sourcewell #101223-AXN (current; prior #010720-AXN) and NASPO ValuePoint listings; item-level Auto-Transcribe inclusion not confirmed from the public sweep.; The City's own MSA remains the governing paper; cooperative schedules remain a benchmark reference at renewal.
O. Vendor standing (Sunbiz)	PASS — verified live	Browser pull 10/26/2026	ACTIVE, F10000001499, FL-registered since 3/25/2010; FEI 86-0741227 matches the quote; 2026 annual report filed 1/22/2026. Screenshot embedded as an exhibit.; Exact-entity match confirmed.
P. Debarment screen (Sec. XV)	PASS — verified live	DMS pages 10/26/2026	FL Convicted Vendor List and FL Discriminatory Vendor List both currently hold no vendors (screenshots embedded). No public-entity debarment signal found.; State grant funds — SAM.gov not required (City rule; federal-funds exception not triggered).

Market search log (negative results are evidence):

Date	Search / source	Result
2026-10-26	Market Verifier agent — 6-track sweep (market_verification.json in the request folder) (Market Verifier)	Outside-platform tools documented: Truleo, Rev/Verbit/Sonix, Mark43, Motorola. Co-op: Sourcewell #101223-AXN + NASPO (Axon listed). Comparable: another agency's Auto-Transcribe Unlimited at $21.18/user/month inside a Draft One bundle ($13,639.92 for 28 licenses); a 2022 Georgia agency package (NTE $696,001) bundled unlimited transcription without a unit price. Channel: direct.

2026-10-27	Vendor price challenge — written response (Axon (B. Rome) via PD (K. Maracotta))	Axon confirms the $21.18 comparable reflected Draft One bundle discounting; standalone purchases price at the $25.50 list rate shown on the quote (list = net). Written justification filed; bundle discount noted as the City's floor for any future Draft One purchase or renewal negotiation.

V. COMPLIANCE CONFIRMATIONS

Check	Result	Notes
A. Vendor certification letter(s)	PASS	The sole source basis rides the Commission-approved agreement chain (R22-168 and five amendments) plus the Axon-signed Sixth Amendment (Deputy General Counsel, 10/20/2026) and Axon's written price justification (10/27/2026); platform exclusivity verified independently.
B. Sole Source Justification Memo	PASS — signed	Justification form COMPLETED AND SIGNED (10/27/2026): Evidence.com installed base, circumstance (B) basis, grant funding per R26-082, price justification referenced. Attach to the Commission backup.
C. Quote / pricing document	PASS	Q-645735-46300BR: expiration 11/30/2026 stated (prior blank CURED); invoice November 2026 net-30 so payment follows Commission approval (prior September payment line CURED); arithmetic exact; list = net.
D. Requisition context / FY aggregate	PASS	Sixth Amendment under the 2022 sole source chain; program total with this amendment $14,651,325.98, each step Commission-approved; grant-funded per R26-082.
E. Claim classification	PASS	P (proprietary platform service) + O (integral to the installed Evidence.com system); circumstance (B).
F. Patent exists and matches	N/A	No patent claim made — platform exclusivity basis.
G. Patent is live	N/A	No patent claim.
H. Assignee reaches vendor	N/A	No patent claim.
I. Distribution channel	PASS	Direct-only; no second channel can sell Evidence.com-native services.
J. Co-op / government contract sweep	NOTED	Sourcewell #101223-AXN + NASPO listings retained as schedule references at renewal; the City's MSA governs.

K. OEM / integral to existing system	PASS	Evidence.com installed base since 2022; 138 licensed officers; one evidentiary system of record.
L. Market search — functional equivalents	PASS	Outside-platform tools documented for the record; none can operate within the City's evidentiary system — within the installed platform there is one source.
M. Trade/industry confirmation	PASS	Industry practice treats Evidence.com add-ons as sole source platform services under existing agreements.
N. Geographic / territory test	N/A	No territorial claim.
O. Vendor standing (Sunbiz)	PASS	Verified live 10/26/2026 — ACTIVE, FEI matches quote, 2026 AR filed. Exhibit embedded.
P. Debarment screen (Sec. XV)	PASS	Both FL vendor lists verified empty live 10/26/2026 (exhibits embedded). State grant funds — SAM.gov not applicable per City practice.
Q. Price reasonableness	PASS — challenged and justified in writing	Quoted $25.50/user/month = Axon's standalone list rate (list = net on the quote). Procurement challenged the price with a verified $21.18/user/month comparable; Axon's written response (10/27/2026) establishes the comparable reflected Draft One bundle discounting. Justification filed; bundle rate memorialized as the floor for any Draft One purchase or the 2028 renewal.
R. Threshold & approval path	To be presented to the City Commission (agenda item 4993-2026)	$84,456 exceeds $75,000 → City Commission approval required as the Sixth Amendment, consistent with the entire chain. Approve in November — before the 11/30/2026 quote expiration and 12/1/2026 term start; grant authority already in place (R26-082).

VI. PRICE REASONABLENESS & APPROVAL PATH

Price benchmark: Quoted $25.50/user/month standalone list (list = net on Q-645735-46300BR); verified comparable $21.18/user/month for the same SKU inside a Draft One bundle at another agency; Axon cooperative vehicles (Sourcewell #101223-AXN, NASPO) as schedule references.. Assessment: FAIR AND REASONABLE — standalone list pricing, with the lower comparable explained in Axon's written justification (bundle discounting with Draft One) obtained through Procurement's price challenge. The price challenge is itself the negotiation record: Procurement surfaced a 20% delta, demanded justification, and received it in writing. Unlimited-service structure avoids per-minute overage risk.

Price objective (price/cost analysis): hold the standalone list rate now; capture the bundle discount as the floor at any Draft One purchase or at the 2028 renewal

Negotiation record (how the price was tested): Price challenged 10/26/2026 with the $21.18 comparable and cooperative-schedule demand; Axon's written justification received 10/27/2026 (bundle-vs-standalone); comparables and schedule references retained in the file for renewal leverage

Multi-year escalators: none within the 24-month term (fixed upfront total); 2028 renewal is a fresh negotiation with the bundle floor and usage data

City walk-away alternatives (BATNA) considered: defer transcription (manual review continues); outside-platform tools documented in the market record (with their export/chain-of-custody costs); renewal-time leverage from usage metrics and the documented bundle discount

Vendor annual aggregate (FY27): spend to date $0.00; with this award $84,456.00 (CROSSES the $75,000 Commission line, Sec. V annual aggregate) — source: This amendment alone exceeds $75,000 → City Commission approval required, consistent with the entire sole source chain. Commission-authorized Axon program value with the Sixth Amendment: $14,651,325.98 (R22-168 $2,975,499.49 + R23-189 $156,207.48 + R24-176 $436,180.19 + R25-133 $8,756,637.51 + R25-174 $0 drone credit + R26-104 $2,242,345.31 + this $84,456.00)..

Sole source history with this vendor (prior FY vs current): Axon sole source program by Commission resolution: $2.98M (2022 MSA) → +$156K (2023) → +$436K (2024) → +$8.76M (2025, 120-month) → $0 (2025 drone credit) → +$2.24M (2026 Air/Outpost) → +$84K (this). Total $14.65M — the City's largest sole source relationship; every step Commission-approved. Keep that discipline; bring usage metrics and the bundle-discount floor to the 2028 renewal.

Approval path: CITY COMMISSION — Sixth Amendment, agenda item 4993-2026 ($84,456; exceeds $75,000) (Funding: FDLE Local Law Enforcement Immigration Grant Program (STATE funds, R26-082; executed agreement on file; no federal 2 CFR requirements). Approve in November — before the 11/30/2026 quote expiration and 12/1/2026 term start. Present with the chain total ($14,651,325.98) for context.).

VIII. DETERMINATION & RECOMMENDATION

Recommended procurement route: Sole Source — Sec. IX(5)(B): Evidence.com-native service available only from the platform operator, as the Sixth Amendment under the Commission-approved sole source agreement (R22-168 chain).

Platform-captive add-on under the City's long-standing Commission-approved sole source agreement; the market record provides context and renewal leverage without changing the one-source reality inside the installed system.

• Ruled out: Sec. IV exemption — the City's established, Commission-approved treatment of this platform is sole source; stay consistent with the chain

• Ruled out: Piggyback Sec. IX(8) — Axon's Sourcewell/NASPO vehicles serve as schedule references; the governing paper remains the City's own MSA

• Ruled out: Three quotes Sec. V — no second vendor can sell services operating inside Evidence.com; quotes would be for structurally different, outside-the-platform services

• Ruled out: Single source Sec. IX(6) — not the City's framing for this platform: within the installed evidentiary system of record there is one source, and the Commission has approved the relationship as sole source at every step since R22-168

SOLE SOURCE VALIDATED — WITH CONDITIONS. Approve the Sixth Amendment as a sole source under Sec. IX(5), circumstance (B), consistent with the Commission's treatment of this platform at every step since R22-168: only Axon can provide services

operating inside Evidence.com, the City's digital-evidence system of record, keeping transcripts, keyword search and the underlying video in one evidentiary environment with unbroken chain of custody for 138 officers. The price stands as fair and reasonable: Procurement challenged the quoted $25.50/user/month against a verified $21.18 comparable and Axon justified the difference in writing (bundle discounting with Draft One versus the City's standalone purchase); the comparable and cooperative-schedule references stay in the file as the floor for any Draft One purchase or the 2028 renewal.

The replacement quote cured both prior defects (expiration now 11/30/2026; invoice November, net-30, after Commission), the Axon-signed Sixth Amendment awaits only the Agency signature, and the City's justification form is completed and signed. Before the Agency signature: (1) a conscious ACEIP accept-or-opt-out decision with the City Attorney and PD; (2) Commission approval in November (item 4993-2026) ahead of the 11/30/2026 quote expiration; (3) grant-period alignment documented and the 8/2027 COI renewal calendared. Present with the $14,651,325.98 program total for context.

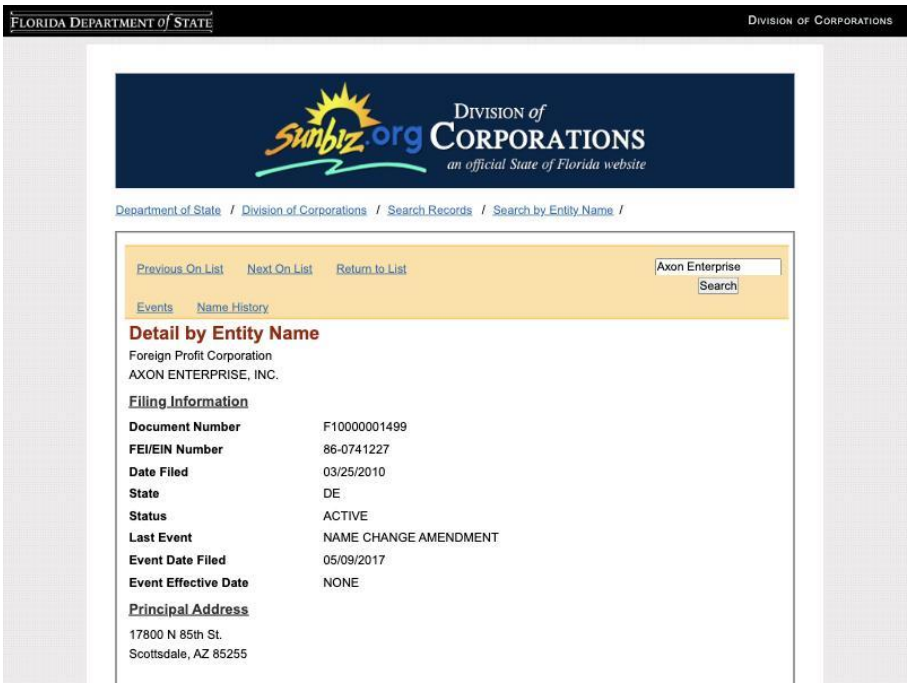
Determination validity: through 2026-11-30 — controlling evidence: Quote Q-645735-46300BR expires 11/30/2026 — Commission approval (item 4993-2026) must precede it; the Axon-signed Sixth Amendment awaits only the Agency signature after approval; scheduled market re-research: 2028-09-01

Market intelligence is continuous: this determination expires with its earliest-expiring evidence (certification letter, patent, exclusivity term, blanket term) and is re-verified at every renewal (Sec. IX(5) review; NIGP — Market Research Process, 2019).

IX. EXHIBITS — VERIFICATION EVIDENCE (captured screenshots)

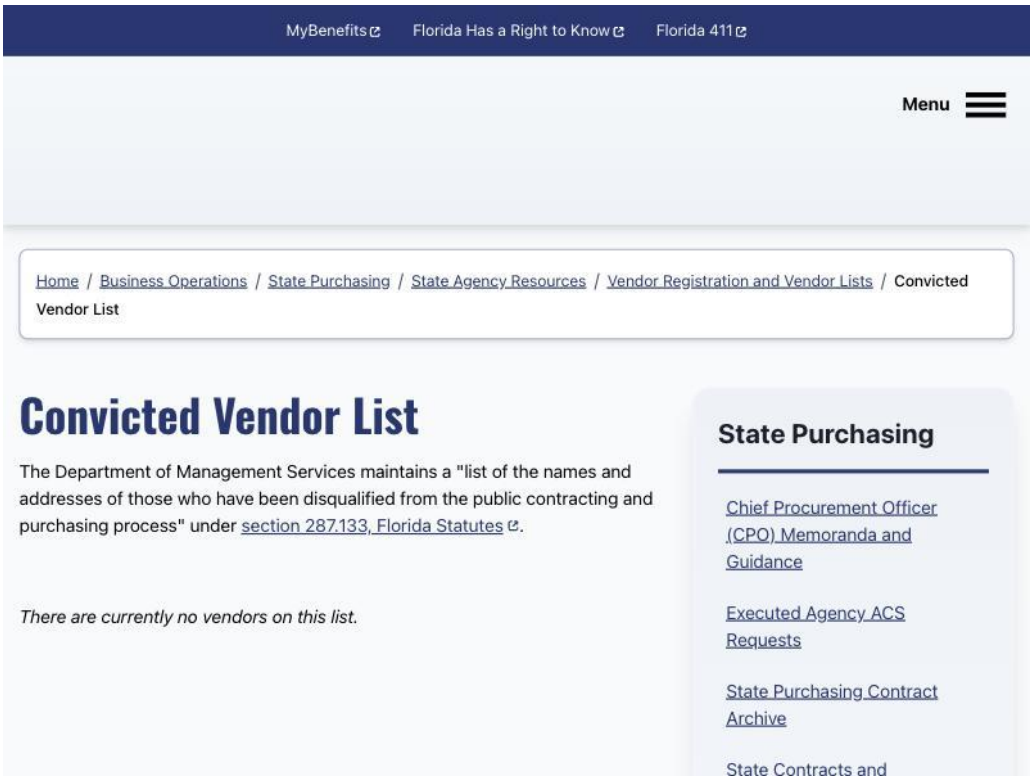
Each exhibit below is a screenshot captured live during this review; the image files and dated record notes are also filed in the request folder.

Exhibit 1 — Sunbiz Detail — AXON ENTERPRISE, INC., ACTIVE (10/26/2026)



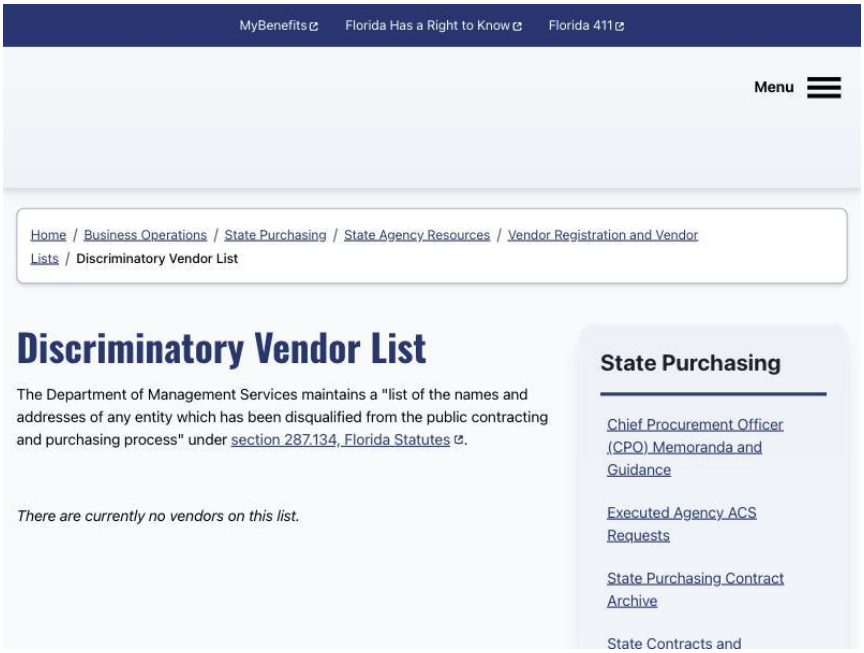
search.sunbiz.org: F10000001499, FL foreign profit corp (DE) since 3/25/2010; FEI 86-0741227 matches Quote Q-645735-46300BR; 2026 annual report filed 1/22/2026.

Exhibit 2 — Florida Convicted Vendor List (F.S. 287.133) — list currently empty (10/26/2026)



dms.myflorida.com: 'There are currently no vendors on this list.' Axon not listed.

Exhibit 3 — Florida Discriminatory Vendor List (F.S. 287.134) — list currently empty (10/26/2026)



dms.myflorida.com: 'There are currently no vendors on this list.' Axon not listed.

Approved by Andrew Rozwadowski, Procurement Director, Procurement Services 10.27.26

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 11/ 5/2026

Proposed Resolution No. R26-206- A Resolution of the City Commission of the City of Boynton Beach, Florida, approving the award of Request for Proposals No. 26-043R and an agreement with East Coast Industries Corp. for landscape services for rights of way landscape maintenance, for an initial term of two (2) years commencing December 1, 2026, through November 30, 2028, with three (3) optional one-year renewal terms, in an annual amount of $609,322.80 plus an annual contingency of $91,398.42, for an annual amount not to exceed $700,721.22; providing an effective date; and for all other purposes.

Requested Action: Staff recommends approval of Resolution No. R26-206.

Explanation of Request: The Public Works Department, Beautification & Streets Division, is responsible for maintaining the landscaping and irrigation systems along the City's rights-of-way. These areas form the visual character of the City's roadways and gateways and contribute to public safety by maintaining sight lines and clear travel corridors. The program covers approximately 296 locations, including three overpass, on/off-ramp, and interchange areas, which are among the most visible and heavily traveled areas of the City.

The scope of work includes landscape maintenance and irrigation inspection and maintenance at all locations, performed on a schedule of forty-four (44) service cycles per year to maintain a consistent, high-quality appearance throughout the growing season. The agreement also establishes unit pricing for ancillary services that arise during the term, such as plant removal, sod and mulch installation, hurricane preparedness, and new irrigation installation. Fixed unit pricing allows staff to address these needs promptly and with cost certainty, without a separate solicitation for each occurrence.

The Agreement covers 293 rights-of-way locations and three (3) interchange locations within the city limits, each serviced forty-four (44) cycles per year, at an annual base amount of $609,322.80. Ancillary services, such as plant installation and removal, irrigation repair and installation, and hurricane trimming, will be paid only when requested, at the unit prices set forth in the Agreement and Exhibit B.

Total annual expenditures under the Agreement shall not exceed $700,721.22. The Agreement has an initial term of two (2) years, with three (3) additional one-year renewal options.

How will this affect city programs or services?

A total of 293 medians in the rights-of-way and 3 interchange overpasses within the city limits will be maintained for 44 cycles per year.

Budgeted Item: Yes

Account Line Item and Description: 001-2512-541.49-17 OTHER CONTRACTUAL SRVS

Procurement Methodology Bids and Purchases Only: Formal Sealed Procurement Method: Request for Proposals (RFP) No. 26-043R - Total annual expenditures under the Agreement shall not exceed $700,721.22. The Agreement has an initial term of two (2) years, with three (3) additional one-year renewal options.

On July 10, 2026, Procurement Services issued Request for Proposals (RFP) No. 26-043R, Rights-of-Way Landscape Maintenance, on behalf of the Public Works Department, Beautification & Streets Division. The RFP sought qualified contractors to furnish all labor, equipment, materials, and supervision for landscape maintenance and irrigation inspection and maintenance at approximately 296 City rights-of-way locations, including three overpass, on/off-ramp, and interchange areas, at a frequency of forty-four (44) service cycles per year. The RFP also requested unit pricing for ancillary services, such as plant removal, sod and mulch installation, hurricane preparedness, and new irrigation installation.

The solicitation was advertised and posted on the City's e-procurement platform, Bids&Tenders. A non-mandatory pre-proposal conference was held on July 21, 2026, in City Hall, Room 115. The conference was recorded, and the recording was posted to the e-procurement platform. Two (2) addenda were issued in response to vendor questions. A Cone of Silence has been in effect since the date of advertisement and will remain in effect until the City Commission takes action on this item.

Proposals were due on August 13, 2026, at 3:00 P.M. Ten (10) proposals were received from the following firms:

- Arazoza Brothers Corporation
- Batallan Enterprises LLC dba Property Works
- Blue Marlin Investments, Inc. dba Cayco Landscaping
- BrightView Landscape Services, Inc.
- East Coast Industries Corp.
- Juniper Landscaping of Florida, LLC
- Mainguy Landscape Services
- Sage Services, Inc.
- Superior Landscaping & Lawn Service, Inc.
- VisualScape, Inc.

The City appointed a five-member Evaluation Committee to evaluate the proposals, facilitated by Rhonda Kaplan, Senior Procurement Specialist. A publicly noticed pre-evaluation meeting was held on September 8, 2026, after which the proposals were released to the Committee for independent review.

Publicly noticed Evaluation Committee meetings were held on September 28 and October 6, 2026, to review and discuss the proposals and to develop a short list. At the October 6

meeting, the Committee short-listed four (4) firms and invited them to give oral presentations. The short-listed firms delivered their oral presentations on October 9, 2026. Following the presentations, the Committee discussed each firm's presentation and its final scores. Because of technical difficulties, the Committee reconvened in a publicly noticed meeting on October 16, 2026, to offer final comments and reach consensus. The consensus final scores of the short-listed firms, out of a possible 130 points, are as follows:

1. East Coast Industries Corp. - 101.72
2. Blue Marlin Investments, Inc. dba Cayco Landscaping - 97.12
3. Mainguy Landscape Services - 95.87
4. Arazoza Brothers Corporation - 89.62

On October 20, 2026, City staff held a negotiation meeting with East Coast Industries Corp., the highest-ranked proposer to finalize the contract. As a result, a proposed agreement is being presented to the City Commission for approval. The agreement has an initial two (2) year term, beginning December 1, 2026, and ending November 30, 2028, with an option to renew for up to three (3) additional one-year terms.

Fiscal Impact: This is a budgeted item.
Annual expenditure not-to-exceed amount: $700,721.22

Attachments:
R26-206 Agenda_Item_5123-2026_-_Resolution_R26-XXX_-_East_Coast_Industries_-_26-043R_ROW_Landscape_Maintenance.docx
Exhibit A to Resolution - Vendor Signed Agreement _ 26-043R East Coast Industries.pdf
EXHIBIT A _ RFP 26-043R Document - Rights of Way Landscape Maintenance
EXHIBIT B-1 _ 26-043R - East Coast Industries Proposal
EXHIBIT B-2 _ 26-043R - ECI Price Tabulation.pdf
26-043R - Compliance Evaluation.pdf
SunBiz_ East Coast Industries Corp.pdf
ECI_Boynton_Beach_Presentation.pptx

RESOLUTION NO. R26-206

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE AWARD OF REQUEST FOR PROPOSALS NO. 26-043R AND AN AGREEMENT WITH EAST COAST INDUSTRIES CORP. FOR LANDSCAPE SERVICES FOR RIGHTS OF WAY LANDSCAPE MAINTENANCE, FOR AN INITIAL TERM OF TWO (2) YEARS COMMENCING DECEMBER 1, 2026, THROUGH NOVEMBER 30, 2028, WITH THREE (3) OPTIONAL ONE-YEAR RENEWAL TERMS, IN AN ANNUAL AMOUNT OF $609,322.80 PLUS AN ANNUAL CONTINGENCY OF $91,398.42, FOR AN ANNUAL AMOUNT NOT TO EXCEED $700,721.22; PROVIDING AN EFFECTIVE DATE; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City requires landscape maintenance services for the City's rights of way, including overpasses, on/off ramps, and interchange areas ("Services"); and

WHEREAS, pursuant to state and local law, the City issued Request for Proposals No. 26-043R, Landscape Services for Rights of Way Landscape Maintenance ("RFP"), to solicit proposals for the Services; and

WHEREAS, following free and open competition, East Coast Industries Corp. ("Vendor") submitted a proposal dated August 13, 2026, in response to the RFP, and the City selected Vendor as the best qualified to perform the Services; and

WHEREAS, the Agreement provides for an Annual Fee of $609,322.80, consisting of $589,322.80 for landscape maintenance of rights of way locations and $20,000.00 for landscape maintenance of overpasses, on/off ramps, and interchange areas, for a total of $1,218,645.60 for the Initial Term; and

WHEREAS, the Agreement further identifies a contingency of $91,398.42 per Contract Year, equal to fifteen percent (15%) of the Annual Fee, which may be used only with the prior written approval of the City Manager or designee for irrigation repairs and parts, ancillary services, extra work, and expenses resulting from unforeseen conditions, so that the total amount payable under the Agreement shall not exceed $700,721.22 in any Contract Year or $1,401,442.44 for the Initial Term; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to approve the award of RFP No. 26-043R and the Agreement with Vendor for landscape services for rights of way landscape maintenance, for

an initial term of two (2) years commencing December 1, 2026, through November 30, 2028, with three (3) optional one-year renewal terms, in an annual amount not to exceed $700,721.22, for a total amount not to exceed $1,401,442.44 for the Initial Term.

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, does hereby approve the award of RFP No. 26-043R to Vendor and approves the Agreement between Vendor and the City for Landscape Services for Rights of Way Landscape Maintenance, for an initial term of two (2) years commencing December 1, 2026, through November 30, 2028, with three (3) optional one-year renewal terms, in an Annual Fee of $609,322.80 plus an annual contingency of $91,398.42, for an annual amount not to exceed $700,721.22, in form and substance similar to that attached as **Exhibit A**.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Agreement. The Mayor is further authorized to execute amendments exercising the renewal terms on the same terms, conditions, and pricing, purchase orders and work orders up to the annual not to exceed amount, any ancillary documents required under the Agreement or necessary to accomplish the purposes of this Resolution, and any amendments to the Agreement that do not modify the scope of services, the rates, the annual not to exceed amount, or the total not to exceed amount. Any rate change requested by Vendor, including any price adjustment for a renewal term, shall require City Commission approval as provided in the Agreement. The City Manager or designee is authorized to approve the use of contingency funds in accordance with Section 4(c) of the Agreement, not to exceed $91,398.42 per Contract Year.

SECTION 4. The City Clerk shall retain the fully executed Agreement as a public record of the City. A copy of the fully executed Agreement shall be provided to Rhonda Kaplan, Senior Procurement Specialist, to forward to the Vendor.

SECTION 5. This Resolution shall take effect in accordance with the law.

RESOLUTION NO. R26-206

PASSED AND ADOPTED this _____ day of _____ 2026.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	____	____
Vice Mayor – Thomas Turkin	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Mack McCray	____	____
Commissioner – Aimee Kelley	____	____
VOTE	_____	

ATTEST:

_____
Tammy Stanzione
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND EAST COAST INDUSTRIES CORP. FOR LANDSCAPE SERVICES FOR RIGHTS OF WAY LANDSCAPE MAINTENANCE

This Agreement is made as of this 28 day of October, 2026, by and between **EAST COAST INDUSTRIES CORP.**, a Florida profit corporation, with a principal address 6782 Belvedere Road, West Palm Beach, Florida 33413, hereinafter referred to as "Vendor," and the **City of Boynton Beach**, a municipal corporation organized and existing under the laws of Florida, with a business address of 100 East Ocean Avenue, Boynton Beach, Florida 33435, hereinafter referred to as "City." In consideration of the mutual benefits, terms, and conditions hereinafter specified, the Parties agree as set forth below.

WHEREAS, the City issued Solicitation No. 26-043R (the "Solicitation" or "RFP") pursuant to state and local law to solicit proposals for Landscape Services for Rights of Way Landscape Maintenance (the "Services"), a copy of which is attached hereto and incorporated herein by reference as **Exhibit A**; and

WHEREAS, after free and open competition, Vendor responded to the Solicitation by submitting its Proposal dated August 13, 2026 (the "Proposal") a copy of which is attached hereto and incorporated herein by reference as **Exhibit B**; and

WHEREAS, the City selected Vendor as the best qualified to perform the Services; and

WHEREAS, on _____, 2026, the City Commission of the City of Boynton Beach approved the award of this Agreement to Vendor by Resolution No. 26-_____; and

WHEREAS, the City desires to engage Vendor to provide such Services to the City in accordance with the terms and conditions set forth herein and the attached Proposal.

NOW THEREFORE, for and in consideration of the mutual covenants and promises as hereinafter set forth and of the faithful performance of such covenants and conditions, the City and Vendor do hereby agree as follows:

1. **SERVICES**:

a) **Scope of Work**. Vendor shall provide all equipment, materials, tasks, tools, and labor necessary to provide the Services as described in the Solicitation and the Proposal attached hereto as **Exhibits A and B**, respectively, and incorporated into this Agreement by reference. The Vendor shall perform all Services diligently, carefully, and thoroughly, consistent with good business practices. Time shall be of the essence concerning all matters outlined in this Agreement.

b) **Additional Ancillary Services.** During the review of submitted proposals, it was determined that the pricing for certain ancillary services was not included in the Price Schedule on the City's e-procurement site. The Vendor acknowledges that these

services were required by Section 5.4 of the Solicitation and agrees to perform them, if requested by the City, as part of this award. This pricing, like the pricing for all other ancillary services, is separate from the Annual Fee set forth in Section 4. Pricing for these services was requested by the City's procurement representative during the negotiation meeting conducted on October 20, 2026, and provided by Vendor, as follows:

Delivery Cost and Installation Cost for palms and trees between 12 and 16 feet and shrubs between 3 and 7 gallons.

Installation of 3-gallon material $12 p/piece
Installation of 7-gallon material $25 p/piece
Installation of 12' Tree or Palm $300 p/piece
Installation of 14' Tree or Palm $350 p/piece
Installation of 16' Tree or Palm $480 p/piece

Delivery of 3-gallon or 7-gallon = $150.00
Delivery of trees or palms 12'-16' = $350.00

*Delivery fees are based on up to 15 pieces in one delivery. Deliveries of more than fifteen (15) pieces shall be charged the delivery rate above for each additional fifteen (15) pieces or fraction thereof.

The installation pricing above is for labor and installation only and does not include the cost of plant material. For each request, Vendor shall provide a written quote stating the current per-unit cost of the plant material, as required by Section 5.4(3) of the Solicitation. Plant material shall be invoiced at Vendor's documented supplier cost plus a markup not to exceed five percent (5%), and Vendor shall attach the supplier's invoice to each invoice submitted to the City. All plant material shall conform to the Florida Grades and Standards for Nursery Plants published by the Florida Department of Agriculture and Consumer Services, Grade No. 1 or better. No ancillary service shall be performed, and no plant material shall be purchased, without prior written authorization from the City by work order or purchase order. Vendor shall replace, at no cost to the City, any plant material installed under this Agreement that dies or fails to become established within one (1) year of installation, unless the loss is caused by vandalism, vehicular damage, or a Force Majeure Event.

c) **Correction of Deficiencies; Warranty**. Vendor shall, without additional compensation, promptly correct any defective, damaged, or non-conforming work. Vendor warrants all work performed under this Agreement for a period of one (1) year from the date of completion and acceptance by the City. Vendor shall be responsible for all costs associated with warranty repairs or corrections, regardless of when the deficiency is discovered during the warranty period. Failure to correct deficiencies within a reasonable time, as determined by the City, shall constitute a material breach of this Agreement.

d) **Use of Subcontractors**. Vendor shall utilize only the subcontractors identified in **Exhibit B** (if any) to provide the Services. Vendor shall obtain written approval of the City before changing or modifying any subcontractors, which shall be automatically

updated upon such written approval. Vendor is fully responsible for all work performed by subcontractors and shall ensure subcontractor compliance with all terms of this Agreement, including insurance requirements.

2. **TERM**: This Agreement shall be for an initial term of two (2) years, commencing on December 1, 2026, and shall remain in effect through November 30, 2028 ("Initial Term"), unless otherwise terminated or extended as provided in this Agreement. The City reserves the right to renew the Agreement for three (3) additional one-year renewal terms (each an "Extension Term") on the same terms and conditions stated in this Agreement, subject to Vendor's satisfactory performance as determined by the City, and determination by the City that renewal will be in the best interest of the City. The Initial Term and any Extension Term(s) are collectively referred to as the "Term." The Mayor is authorized to execute the term extension amendment(s). If Vendor requests a rate change at the time of renewal, such change shall not become effective until a written amendment is approved by the City Commission and duly executed by the Parties. If a renewal or new agreement is not in place upon expiration of the Term, this Agreement shall continue on a month-to-month basis at the same terms, conditions, and pricing for a period not to exceed six (6) months, as provided in Section III of the Solicitation.

3. **TIME FOR PERFORMANCE:** Work under this Agreement shall commence upon the City giving written notice to proceed to the Vendor along with a purchase order and shall continue through the Term. If the notice to proceed is issued after December 1, 2026, the Annual Fee for the first Contract Year shall be prorated beginning on the date of the notice to proceed, and no compensation shall accrue for any earlier period. The Vendor shall complete all Services in accordance with the service frequencies and schedules set forth in **Exhibits A and B**. Time is of the essence for the Vendor's performance of the duties, obligations, and responsibilities required by this Agreement.

4. **FEE**:

   a. **Compensation**. As compensation for Services rendered by Vendor to the City, the City shall pay the Vendor the annual amount of Six Hundred Nine Thousand, Three Hundred Twenty-Two Dollars and Eighty Cents ($609,322.80) for each Contract Year (the "Annual Fee"), for a total of One Million, Two Hundred Eighteen Thousand, Six Hundred Forty-Five Dollars and Sixty Cents ($1,218,645.60) for the Initial Term (the "Initial Term Fee"), based on the unit prices set forth in the Proposal attached hereto as **Exhibit B**, as modified by the negotiated prices set forth below. During the negotiation meeting conducted on October 20, 2026, Vendor agreed to reduce its annual price for Landscape Maintenance for Overpasses, On/Off Ramps, and Interchange Areas from $44,000.00 to $20,000.00. The negotiated prices below supersede the corresponding prices in Exhibit B; all other prices in Exhibit B remain unchanged. The scope and frequency of the services, including forty-four (44) cycles per year at each location, are unchanged. "Contract Year" means each consecutive twelve (12) month period of the Term beginning on December 1. The Annual Fee shall be the sole compensation paid to Vendor in connection with the rendition of the Services and the performance of any and all of its other obligations under this Agreement and shall include any out-of-pocket or other expenses, including travel expenses, incurred by Vendor, unless otherwise specifically noted in **Exhibit B**. Any adjustment to the Annual Fee for an Extension Term is governed by Section 2.

b. **Negotiated Pricing – Landscape Maintenance for Overpasses, On/Off Ramps, and Interchange Areas:**

Location	Facility ID	Map ID	Linear Ft.	Annual Cycles	Price per Cycle*	Total Annual Cost
W. Woolbright Rd.	0501	E	5,200	44	$170.45	$7,500.00
S.W. 23rd Avenue	0502	AH	4,400	44	$170.45	$7,500.00
Gateway Blvd.	0503	BE	2,960	44	$113.64	$5,000.00
					ANNUAL TOTAL	**$20,000.00**

*Per-cycle prices are rounded to the nearest cent. The invoice for the final cycle of each Contract Year shall be adjusted so that the total annual cost for each location equals the amount shown above.

Landscape Maintenance for Rights of Way Locations (unchanged from Exhibit B): $589,322.80

Landscape Maintenance for Overpasses, On/Off Ramps, and Interchange Areas (as negotiated): $20,000.00

Total Annual Fee: $609,322.80

c. **Contingency Funds**. The City's contingency under this Agreement is Ninety-One Thousand, Three Hundred Ninety-Eight Dollars and Forty-Two Cents ($91,398.42) per Contract Year, which is fifteen percent (15%) of the Annual Fee. The Annual Fee does not include any contingency amount. The contingency is identified solely for budget purposes, and all contingency sums remain the City's funds until an expenditure is approved. The City may approve the use of contingency funds to pay for irrigation repairs and parts for which the City is responsible under Section 4.1 of the Solicitation, ancillary services, extra work, and expenses resulting from unforeseen conditions or circumstances related to the Services, at the prices set forth in Exhibit B and Section 1(b) where applicable. Contingency funds are not for use by Vendor to cover shortfalls in its Proposal pricing. Vendor shall obtain prior written approval from the City Manager or designee before performing any work to be paid from contingency funds and shall furnish documentation supporting the charges with its invoice before the City releases payment. All uncommitted contingency funds remain the funds of the City. The total amount payable under this Agreement in any Contract Year, including the Annual Fee and the contingency, shall not exceed Seven Hundred Thousand, Seven Hundred Twenty-One Dollars and Twenty-Two Cents ($700,721.22), for a total not to exceed One Million, Four Hundred One Thousand, Four Hundred Forty-Two Dollars and Forty-Four Cents ($1,401,442.44) for the Initial Term.

d. **Firm Pricing**. All prices stated in Exhibit B, as modified by the negotiated pricing in Section 4(b), and in Section 1(b), including unit prices for ancillary services and irrigation work, are firm and fixed for the Initial Term. Any rate change for an Extension Term shall be governed by Section 2.

e. **Performance Standards; Deductions**. Vendor shall be subject to the inspection, performance evaluation, financial consequence, and liquidated damages provisions set forth in Sections 2.9 and 5.5 of the Solicitation. The City may deduct any such amounts, and any credits owed for services suspended or not performed, from payments otherwise due to Vendor.

f. **CPI Increases**. All prices for the Initial Term are fixed in accordance with the pricing stated in the Agreement. Vendor may request a price adjustment for labor unit prices for any applicable Extension Term. This request must be in writing,

submitted to the City at least ninety (90) days before the start of the next applicable Extension Term, and accompanied by documentation to substantiate the need for the price adjustment.

g. Any price adjustment will be consistent with the Consumer Price Index ("CPI"). The CPI data will be obtained from the U.S. Bureau of Labor Statistics' table for CPI for All Urban Consumers ("CPI-U"), All items in Miami-Fort Lauderdale-West Palm Beach, FL, all urban consumers, not seasonally adjusted or as amended or replaced by the agency. The City will designate a reasonably similar index if no such index is published.

h. In its sole discretion, the City will determine if Vendor's requested adjustment is in the City's best interest based on current market conditions and information regarding similar services in the area. City approval is required for any price adjustment requested by Vendor; the City will provide written notification to Vendor of City's decision to approve or reject any requested adjustment. The City may also initiate a price adjustment consistent with the CPI-U; unless otherwise stated in the Agreement, Vendor's written approval is required for any price adjustment initiated by City.

i. If approved by the City, the CPI price adjustment percentage is calculated as follows: the difference between the CPI current period and the CPI previous period, divided by the CPI previous period, multiplied by 100. The CPI current period is the most recently published monthly index before the Agreement's annual anniversary. The CPI for the previous period means the same month of the prior year. Any year's CPI price adjustment percentage will not exceed a maximum change of three percent (3%).

j. Vendor acknowledges that any adjustment is at the City's sole discretion. If the City does not approve any such adjustment, Vendor is obligated to perform the Services in full for the entire Term without the requested adjustment to pricing.

5. **PAYMENT SCHEDULE**: Payment will be made after the services from the awarded vendor have been received/completed; inspected and found to comply with specifications, free of damage or defect; and a properly billed invoice is received and processed in the Accounting Services Department. Vendor shall invoice no more often than monthly, in arrears, for the cycles completed and accepted by the City during the preceding calendar month at the per-cycle prices in Exhibit B and Section 4(b), accompanied by a cycle completion report for each location. No charge shall be invoiced for any location not serviced, or not accepted by the City, in a cycle.

6. **NOTICES**: All Notices to the City shall be in writing by certified mail return receipt requested, or customarily used overnight transmission with proof of delivery, sent to:

City:
Daniel Dugger, City Manager
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010
Facsimile: (561) 742-6090

Copy:
Shawna G. Lamb, City Attorney
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425

Telephone: (561) 742-6010
Facsimile: (561) 742-6090

Vendor:
Richard Bowden, Vice President, East Coast Industries, Corp.
6782 Belvedere Road
West Palm Beach, FL 33413
Telephone: (561) 222-1544
Email: estimating@ecifl.net

7. **INVOICES AND PAYMENT**: Invoices must identify the PO number and should be mailed to:

Boynton Beach Finance Department
Attn: Accounts Payable
P.O. Box 310
Boynton Beach, FL 33425

OR:

Emailed: AP@BBFL.US

Invoices shall show the nature of the service and date(s) of service. Invoices based on hourly rates shall show the actual hours worked, the person performing Services, the nature of the service, hourly rate, and date(s) of service. Vendor shall provide a W-9 with the first invoice.

Payment shall only be made for Services actually performed pursuant to this Agreement. The Annual Fee shall be paid based on receipt of a proper invoice in accordance with the payment schedule set forth in Section 5.

Payment will be made within 45 days of receipt of a proper invoice in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes. No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Vendor, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Vendor of liability for the defective, faulty, or incomplete rendition of the Services.

Disallowed Costs; Withholding Payment. Vendor shall not invoice the City for (i) costs incurred to correct defective, damaged, or non-conforming work; (ii) costs resulting from unauthorized work; (iii) costs for warranty work; (iv) materials not used or not authorized. The City may withhold payment for any disputed amounts or unsatisfactory work pending resolution or correction.

8. **TAX EXEMPT**: Prices applicable to the City do not include applicable state and local sales, use, and related taxes. The City is exempt from state and local sales and use taxes and shall not be invoiced for the same. Upon request, the City will provide the Vendor with proof of tax-exempt status.

9. **SOVEREIGN IMMUNITY**: Nothing in this Agreement or herein shall be considered or construed to waive the City's rights and immunities under common law or section 768.28, Florida Statutes, as may be amended.

10. **ATTORNEY'S FEES**: If either Party sues to enforce the Agreement, each Party shall bear its own attorney's fees and court costs.

11. **PUBLIC RECORDS**: The City is a public agency subject to Chapter 119, Florida Statutes. The Vendor shall comply with Florida's Public Records Law. Specifically, the Vendor shall:

a) Keep and maintain public records required by the City to perform the service;
b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., or as otherwise provided by law;
c) Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Vendor shall destroy all copies of such confidential and exempt records remaining in its possession once the Vendor transfers the records in its possession to the City; and
d) Upon completion of the contract, the Vendor shall transfer to the City, at no cost to the City, all public records in the Vendor's possession. All records stored electronically by the Vendor must be provided to the City, upon request from the City's custodian of public records, in a format compatible with the City's information technology systems.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: CITY CLERK'S OFFICE, 100 E. OCEAN AVENUE, BOYNTON BEACH, FLORIDA, 33435 561-742-6060, CityClerk@bbfl.us.

12. **VENUE, JURISDICTION, WAIVER OF JURY TRIAL**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any legal action, suit, or proceeding arising out of or relating to this Agreement shall be instituted in the appropriate state court in Palm Beach County, Florida, and each Party irrevocably submits to the exclusive jurisdiction of such court in any such action, suit, or proceeding. Any disputes that arise between the Parties regarding the performance of this Agreement and cannot be resolved through negotiations shall be submitted to a court of competent jurisdiction exclusively in Palm Beach County, Florida. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION OR LEGAL PROCEEDING RELATED TO THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.

13. **TERMINATION**

a) **TERMINATION FOR CONVENIENCE**: The City may terminate this Agreement for convenience upon fourteen (14) calendar days of written notice. In this event, the Vendor shall be compensated for Services performed through the termination date.

b) **TERMINATION FOR CAUSE**: In addition to all other remedies available to the aggrieved Party, this Agreement shall be subject to cancellation by either Party for cause, should the other Party neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) calendar days after receipt by the defaulting Party of written notice of such neglect or failure.

c) Upon termination, this Agreement shall have no further force or effect, and the Parties shall be relieved of all further liability hereunder, except that the provisions of this section and the provisions regarding insurance, indemnification, governing law, limitation of liability, and any other provisions that by their nature are intended to survive, shall survive termination of this Agreement and remain in full force and effect.

d) **Suspension of Work**.

1. **Suspension for Convenience**. The City may, at any time and for any reason, suspend all or any portion of the Services by providing written notice to Vendor. Upon such notice, Vendor shall immediately discontinue performance and take reasonable steps to minimize costs.

2. **Compensation Upon Suspension**. Vendor shall be compensated for Services satisfactorily performed through the effective date of suspension. No compensation shall be paid for Services performed after suspension unless expressly authorized in writing by the City.

3. **Resumption**. If the City directs Vendor to resume work, Vendor shall promptly recommence performance. Vendor shall not be entitled to an adjustment in compensation or schedule due to the suspension unless expressly authorized in a written amendment.

14. **INDEMNIFICATION:** Vendor shall indemnify and hold harmless the City and its elected and appointed officers, agents, assigns and employees, consultants, separate Vendors, any of their subcontractors, or sub-subcontractors (collectively, "Indemnified Party"), from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs, and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the Indemnified Party arising out of or resulting from (A) Vendor's performance or breach of Agreement, (B) acts or omissions, negligence, recklessness, or intentional wrongful conduct by Vendor's, its agents, employees, subcontractors, participants, and volunteers, and (C) Vendor's failure to take out and maintain insurance as required under this Agreement. Vendor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature against an Indemnified Party, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The obligations of this section shall survive indefinitely regardless of the termination of the Agreement. If considered necessary by the City and the City Attorney, any sums due the Vendor under this Agreement may be retained by the City until all claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by the City.

15. **INSURANCE**: At the time of execution of this Agreement, the Vendor shall provide the City with a copy of its Certificate of Insurance reflecting the insurance coverage set forth in Section

2.12 of the Solicitation (**Exhibit A**) and incorporated herein by reference. Vendor shall maintain insurance in the amounts and on the terms required in Section 2.12 of the Solicitation during the entire term of the Agreement. The Certificate of Insurance shall name the City of Boynton Beach and its officers, employees, and agents as additional insureds. Vendor shall deliver to the City a renewal Certificate of Insurance evidencing continuous coverage not less than ten (10) days before the expiration of any required policy, and the City may suspend payment under this Agreement for any period in which required coverage is not in effect.

16. **LIMITATION OF LIABILITY**: Notwithstanding any provision of the Agreement to which it is applicable, City shall not be liable or responsible to Vendor beyond the amount remaining due to Vendor under the Agreement, regardless of whether said liability be based in tort, contract, indemnity or otherwise; and in no event shall City be liable to Vendor for punitive or exemplary damages or lost profits or consequential damages.

17. **INDEPENDENT CONTRACTOR**: The Agreement does not create an employee/employer relationship between the Parties. The Parties intend that the Vendor is an independent contractor pursuant to the Agreement and shall not be considered the City's employee for any purpose. Vendor shall not have the right to bind the City to any obligation not expressly undertaken by the City under this Agreement.

18. **COMPLIANCE WITH LAWS**: Vendor hereby warrants and agrees that at all times material to the Agreement, Vendor shall perform its obligations in compliance with all applicable federal, state, and local laws, rules, and regulations. Non-compliance may constitute a material breach of the Agreement.

19. **LICENSES AND PERMITS:** Vendor represents that it possesses and shall maintain all licenses, certifications, and permits required by federal, state, and local law to perform the Services under this Agreement, including but not limited to business licenses, occupational licenses, and any trade-specific licenses required for the work. Vendor shall obtain and pay for any additional permits required for specific projects. Vendor shall provide proof of all required licenses upon request by the City.

20. **REGULATORY CAPACITY**: Notwithstanding the fact that City is a municipal corporation with certain regulatory authority, City's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If City exercises its regulatory authority, the exercise of such authority and the enforcement of applicable law shall have occurred pursuant to City's regulatory authority as a governmental body separate and apart from this Agreement and shall not be attributable in any manner to City as a Party to this Agreement.

21. **ASSIGNMENT**: If this Agreement and any interests granted herein shall be assigned, transferred, or otherwise encumbered by Vendor, Vendor must gain prior written consent from City thirty (30) business days before such transfer. If Vendor assigns or transfers this Agreement without the City's written consent, the Agreement shall, at the City's option, become null and void.

22. **NO LIEN**: The Vendor shall not at any time permit any lien, attachment, or any other encumbrance under the laws of the State of Florida, or otherwise, by any person or persons whomsoever to be filed or recorded against the City, against any City property or money due or to become due for any work done or materials furnished under this Agreement by Vendor.

23. **AGREEMENT SUBJECT TO FUNDING**: The Agreement shall remain in full force and

effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Boynton Beach in the annual budget for the fiscal year of this Agreement and is subject to termination based on lack of funding.

24. **NON-EXCLUSIVE**: This Agreement is non-exclusive. City may retain additional entities to perform the same or similar work.

25. **REPRESENTATION OF AUTHORITY AND WARRANTIES**: Vendor represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Vendor and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Vendor has with any third party or violates applicable law. Vendor further represents and warrants that execution of this Agreement is within Vendor's legal powers, and each individual executing this Agreement on behalf of Vendor is duly authorized by all necessary and appropriate action to do so on behalf of Vendor and does so with full legal authority.

Vendor acknowledges that City is materially relying on the representations, warranties, and certifications of Vendor stated in its Proposal and this Agreement, and City shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is materially false or misleading: (a) terminate this Agreement for cause; (b) pursue damages or specific performance; (c) debar Vendor from future City contracts; or (d) exercise any other remedy available at law or in equity.

26. **RIGHTS IN WORK AND MATERIALS**

a) **Ownership of Work**. All work performed by Vendor under this Agreement becomes the property of the City upon completion and acceptance. Vendor assigns to the City all rights, title, and interest in any improvements, modifications, or additions made to City property or facilities.

b) **Removal of Debris and Cleanup**. Vendor shall remove all debris, surplus materials, and equipment from City property upon completion of work and shall leave the work site in a clean and safe condition.

27. **CONFIDENTIAL INFORMATION AND SECURITY**

a) **Confidential Information**. Vendor shall not disclose any City information, data, or work product to third parties without the City's prior written authorization. Vendor shall maintain the confidentiality of any sensitive City information, including information about City facilities, security systems, or operations that Vendor may encounter while performing Services.

b) **Site Security**. Vendor shall comply with all City security protocols and shall ensure that all personnel performing work on City property conduct themselves in a professional manner and respect City facilities and operations.

28. **VENDOR'S PERSONNEL**: Vendor shall employ only competent personnel to perform Services under this Agreement. Vendor shall ensure that all personnel are properly trained and qualified to perform the work assigned. The City reserves the right to require Vendor to remove any personnel from City property or from performing Services under this Agreement if the City

determines such personnel pose a security risk, perform unsatisfactory work, or engage in inappropriate conduct.

29. **AUDIT AND RECORDS**

a) **Maintenance of Records**. Vendor shall maintain complete and accurate books, records, and documentation relating to performance of the Services and all costs invoiced to the City ("Records"). Records shall include timesheets, material receipts, subcontractor invoices, and other supporting documentation for all charges.

b) **Retention**. Vendor shall retain all Records for a period of five (5) years after the latest of: (i) final payment under this Agreement, (ii) expiration of the Agreement, or (iii) resolution of any dispute arising from this Agreement.

c) **Audit Rights**. The City and its duly authorized representatives may audit, inspect, examine, and copy the Records at any time during normal business hours upon reasonable notice. Such audits may include review of direct and indirect costs, overhead, multipliers, subcontractor invoices, and supporting documentation.

d) **Costs Disallowed**. If an audit reveals overcharges, unallowable costs, or other amounts improperly invoiced, the Vendor shall promptly refund such amounts to the City. The City may withhold payment, offset against future invoices, or pursue any legal remedy to recover disallowed costs.

e) **Cooperation**. Vendor shall cooperate fully with all audit activities and shall ensure that subcontractors comply with the requirements of this article.

30. **THIRD-PARTY BENEFICIARIES**: Neither Vendor nor City intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

31. **MATERIALITY AND WAIVER OF BREACH**: Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed as a modification of this Agreement. To be effective, any waiver must be in writing and signed by an authorized signatory of the Party granting the waiver.

32. **COUNTERPARTS AND MULTIPLE ORIGINALS**: This Agreement may be executed in multiple originals and may be executed in counterparts, whether signed physically or electronically. Each of these shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

33. **FORCE MAJEURE**: If the performance of this Agreement, or any obligation hereunder, is prevented by reason of hurricane, earthquake, or other casualty caused by nature, epidemic, pandemic, or other public health emergency, or by labor strike, war, or by a law, order,

proclamation, regulation, ordinance of any governmental agency (collectively, "Force Majeure Event"), the Party so affected, upon giving prompt notice to the other Party, shall be excused from such performance to the extent of such prevention, provided that the affected Party shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to prevent and remove such cause, and shall promptly notify the other Party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such inability to perform due to the Force Majeure Event exceeds sixty (60) consecutive days, the Party that was not prevented from performance by the Force Majeure Event has the right to terminate this Agreement upon written notice to the other Party. This section shall not supersede or preclude the exercise of any right either Party may otherwise have to terminate this Agreement.

34. **NON-DISCRIMINATION**: Vendor and any subcontractors shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

35. **CONTROLLING PROVISIONS**. Except as otherwise explicitly provided herein, in the event of any conflict between the specific provisions of this Agreement and the requirements or provisions of the Solicitation and the Proposal, the provisions shall be given precedence in the following order: (1) this Agreement, (2) the Solicitation; and (3) the Proposal. Wherever possible, the provisions of the documents shall be construed in such a manner as to avoid conflicts between the provisions of the various documents.

36. **ENTIRE AGREEMENT**: The Agreement, including the Solicitation, the Proposal, and the Exhibits that are incorporated into this Agreement in their entirety, embodies the entire agreement and understanding of the parties concerning the subject matter of this Agreement and supersede all prior and contemporaneous agreements and understandings, oral or written, relating to said subject matter. This Agreement may not be modified except by the Parties' mutual agreement set forth in writing and signed by the Parties.

37. **SEVERABILITY**: If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

38. **AMENDMENTS**: No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the Parties.

39. **HEADINGS**: The headings contained in this Agreement are for the convenience of reference only and shall not affect the interpretation of this Agreement.

40. **NO CONSTRUCTION AGAINST DRAFTER**: The Parties acknowledge that they have both participated in the negotiation and preparation of this Agreement. Accordingly, this Agreement shall not be construed more strictly against either Party, regardless of which Party was responsible for its preparation.

41. **ANTI-HUMAN TRAFFICKING**: On or before the effective date of this Agreement, Vendor

shall provide City with an affidavit attesting that the Vendor does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes. Vendor shall provide a new affidavit in the same form on or before the effective date of each Extension Term and of any other renewal or extension of this Agreement.

42. **DISCRIMINATORY VENDOR AND SCRUTINIZED COMPANIES LISTS; COUNTRIES OF CONCERN:** Vendor represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes. Vendor represents and certifies that it is not, and for the duration of the Term will not be, ineligible to contract with City on any of the grounds stated in Section 287.135, Florida Statutes. Vendor represents that it is and will remain in compliance with Section 286.101, Florida Statutes, for the duration of the Term. Because the total value of this Agreement exceeds $1,000,000, Vendor further represents and certifies that it is not engaged in business operations in Cuba or Syria, as provided in Section 287.135(2)(b), Florida Statutes. The City may terminate this Agreement at its option if Vendor is found to have submitted a false certification under Section 287.135, Florida Statutes, or, during the Term, is placed on a list or engages in business operations described in that Section.

43. **VERIFICATION OF EMPLOYMENT ELIGIBILITY:** Vendor represents that Vendor and each subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Vendor violates this section, City may immediately terminate this Agreement for cause, and Vendor shall be liable for all costs incurred by City due to the termination.

44. **PUBLIC ENTITY CRIME ACT**: Vendor represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Vendor further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Vendor has been placed on the convicted vendor list.

45. **ENTITIES OF FOREIGN CONCERN**: The provisions of this section apply only if Vendor or any subcontractor will have access to an individual's personal identifying information under this Agreement. Vendor represents and certifies: (i) Vendor is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Vendor; and (iii) Vendor is not organized under the laws of and does not have its principal place of business in, a foreign country of concern. On or before the effective date, Vendor and any subcontractor that will have access to personal identifying information shall submit to City executed affidavit(s) under penalty of perjury, in a form approved by City, attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Each affidavit shall identify the affiant entity by its exact legal name as registered with the Florida Department of State, and Vendor shall submit a new affidavit on or before the effective date of each Extension Term. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of Section 7. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

46. **FEDERAL GRANT COMPLIANCE**. If any Services are funded in whole or in part by federal funds, Vendor shall comply with all federal requirements applicable to the funding source, including but not limited to procurement, reporting, record retention, audit access, and prohibited telecommunications equipment requirements. In the event of any conflict between this Agreement and the federal requirements, the federal requirements will govern and control.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year last set forth below.

CITY OF BOYNTON BEACH, FLORIDA

By: _____

Print Name: _____

Title: _____

Date: _____

City Attorney's Office
Approved as to Form

By: _____

Attested/Authenticated:

_____
Tammy Stanzione, CMC, City Clerk

EAST COAST INDUSTRIES, CORP.

By: _____

Print Name: Richard Bowden

Title: V.P

Date: 10.28.26

EXHIBIT A
RFP No. 26-043R
RIGHTS OF WAY LANDSCAPE MAINTENANCE

EXHIBIT B
VENDOR PROPOSAL AND SCOPE OF SERVICES

REQUEST FOR PROPOSALS (RFP)

RFP No. 26-043R

RIGHTS OF WAY LANDSCAPE MAINTENANCE

PUBLISH DATE:

July 09, 2026

ALL QUESTIONS DUE:

August 03, 2026 @ 3:00 PM

NON-MANDATORY – PRE PROPOSAL CONFERENCE:
July 21, 2026 at 10:00 AM
Join Here

CITY OF BOYNTON BEACH
ROOM 115
100 E. OCEAN AVENUE
BOYNTON BEACH, FL 33435

PROPOSAL CLOSING AND DUE DATE:
August 13, 2026 at 3:00 PM

Where to Deliver Proposal:
Boynton-beach.bidsandtenders.net

bids&tenders Online Submission Only

Advertisement Date: July 10, 2026

Procurement Representative: Rhonda Kaplan – kaplanr@bbfl.us

RFP No: 26-043 RIGHTS OF WAY LANDSCAPE MAINTENANCE

REQUEST FOR PROPOSAL

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NOTICE TO OFFERORS

REQUEST FOR PROPOSALS
FOR
RIGHTS OF WAY LANDSCAPE MAINTENANCE

Electronic Requests for Proposal (RFPs) shall be received by the e-procurement system **until 3:00 P.M. (Local Time), Thursday, August 13, 2026;** unless specified otherwise and may not be withdrawn within ONE HUNDRED TWENTY DAYS (120) days after such date and time.

All RFPs received will be publicly opened and acknowledged of receipt by the City's e-procurement system electronically. The e-procurement system does not permit RFPs received after the assigned date and time. For the above reasons, it is recommended that the Offeror(s) allow sufficient time to complete your online Submission and to resolve any issues that may arise.

ATTENTION, ALL INTERESTED RESPONDENTS:

To obtain documents online, please visit Boynton-beach.bidsandtenders.net. Documents are not provided in any other manner. Maps are available to be viewed online by visiting - http://boynton-beach.maps.arcgis.com/apps/View/index.html?appid=1cc2e268deef4e9ebb313b82440402bc.

SCOPE OF RFP:

The City of Boynton Beach is soliciting proposals from qualified Contractors to furnish all equipment, materials, tools, labor, necessary supervision, and incidentals to provide quality Landscape Maintenance, and Irrigation Inspection and Maintenance for designated areas within the City of Boynton Beach as specified within this proposal document. Service and good workmanship are of primary concern.

A **NON-MANDATORY** Pre-Bid Conference is scheduled for **Tuesday, July 21, 2026 @ 10:00A.M. (local time)**, to be held in Room 115, CITY OF BOYNTON BEACH CITY HALL 100 EAST OCEAN AVENUE BOYNTON BEACH, FL 33435**. Please note this meeting will be recorded and uploaded to Bids&Tenders.**

The purpose of this meeting is to provide a forum for all concerned parties to discuss the proposed project, answer questions on the solicitation document, review the qualifications requested, provide instructions for submitting qualification packages, and discuss other relevant issues.

In the event that any discussions or questions at the pre-proposal meeting require, in the City's opinion, official additions, deletions, or clarifications of the solicitation or any other document, the City will issue an addendum to this Request for Proposals, as the City determines is appropriate.
Questions related to this RFP are to be submitted to the Purchasing representative through the e-procurement system only by clicking on the "Submit a Question" button for this specific solicitation.

No oral representation or discussion taking place at the pre-proposal meeting will be binding or may be relied upon by any person or entity. All questions prior to the pre-proposal meeting should be submitted in writing through the City's e-procurement system by the deadline for questions.

LOBBYING / CONE OF SILENCE

Consistent with the requirements of Chapter 2, Article VIII, Lobbyist Registration, of the Palm Beach County Code of Ordinances, Boynton Beach imposes a Cone of Silence. A cone of silence shall be imposed upon each competitive solicitation as of the time of advertisement of the proposal, bid or other response until the City Commission awards or approves a contract, the City rejects all bids or responses, or otherwise takes action that ends the solicitation process. While the cone of silence is in effect, no Bidder or its agent shall directly or indirectly communicate with any member of City Commission or their staff, the Manager, any employee of Boynton Beach authorized to act on behalf of Boynton Beach in relation to the award of a particular contract or member of the Selection Committee in reference to the solicitation, with the exception of the Purchasing Manager or designee. (Section 2-355 of the Palm Beach County Code of Ordinances.) Failure to abide by this provision may serve as grounds for disqualification for award of contract to the Bidder. Further, any contract entered into in violation of the cone of silence shall render the transaction voidable.

The cone of silence shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before Selection Committees, and contract negotiations during any public meeting, presentations made to the City Commission, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with Boynton Beach as may be permitted by the competitive solicitation. Additionally, the cone of silence shall not apply to any purchases made in an amount less than the competitive solicitation threshold set forth in the Purchasing Manual.

PUBLIC RECORDS DISCLOSURE:

Pursuant to Florida Statutes §119.071(1), sealed Bids, Proposal or Responses received by the City in response to a Request for Qualification or Invitation to Bid are exempt from public records disclosure requirements until the City provides a notice of decision or thirty (30) days after the opening of the Proposals/Bids. If the City rejects all Responses submitted in accordance with a Request for Proposal/Qualification or Invitation to Bid, and the City concurrently provides notice of its intent to reissue the competitive solicitation, the rejected Responses remain exempt from public disclosure until such time as the City provides notice of a decision or intended decision concerning the competitive solicitation or until the City withdraws the reissued competitive solicitation. A Bid, Proposal, Response or reply is not exempt for longer than twelve (12) months after the initial City notice rejecting all Bids, Proposals, or replies.

RFP 26-043R RIGHT OF WAYS LANDSCAPE MAINTENANCE

SECTION I – INSTRUCTION TO PROPOSERS – SUBMISSION REQUIREMENTS

Procurement Definition: Request for Proposal (RFP) is a procurement method where the City requests proposals to complete a project or enter a term contract. This procurement methodology permits discussions with responsible offerors and revisions to proposals prior to the award of a contract.

The Proposer's qualifications, experience, pricing and possible presentations with the short-listed firms will be factors in the evaluation. The City shall select the most advantageous proposal that best fits the City's needs.

Proposals will be evaluated by an evaluation committee based on the criteria set forth in The Evaluation of Proposals.

PURCHASING DIVISION

Our Purpose: The City of Boynton Beach's Purchasing Division is dedicated to fostering equitable and fair competition in our solicitations through a transparent procurement process. We actively collaborate with local vendors to ensure that every participant has an equal opportunity to secure government contracts. Our commitment to fairness and transparency is unwavering.

Our Mission Statement: We are unwavering in our commitment to promoting integrity, transparency, and fairness in every step of the procurement process. This dedication is the cornerstone of our mission.

We strive to maximize value for our community by fostering competitive opportunities for local businesses, ensuring compliance with regulations, and delivering exceptional service to our stakeholders. Through collaboration, planning, and innovation, we aim to support the city's goals while enhancing the economic vitality of our region.

Key Goals: *As guardians of the public trust, our Purchasing Division is deeply committed to its purpose and mission. Upholding the values of vision, integrity, efficiency, and quality service, we strive to fulfill our commitments with unwavering dedication.*

Community Impact: *Our local, state, and nationwide vendors are essential partners in our purpose and mission. We are dedicated to collaborating with qualified, competitive vendors who share our commitment to quality, efficiency, teamwork, and exceptional customer service.*

A Message to our Vendors:

Your work as a vendor is not just about delivering products and services. It's about enhancing the overall value of our services to our residents. We expect high-quality products and efficient services, delivered on time and as specified, to make a real difference in our community. Additionally, we anticipate that our vendors will collaborate with us as a team and maintain the highest standards of integrity in all interactions with the city's offices and departments. These are expectations and standards we hold all our vendors to.
Diligence in fulfilling the requirements of this solicitation will significantly enhance the overall quality of services delivered to our community. The City seeks a firm that embodies these principles in its work, and the successful candidates will be evaluated against the performance standards detailed in this solicitation.

1.0 DEFINITIONS

Whenever the following terms appear in the RFP or Proposal, the intent and meaning shall be interpreted as follows:

"Addenda"

Written or graphic instruments issued before opening solicitations that clarify, correct, or change the solicitation requirements or the contract document.

"Agreement"

The written agreement between the City and the Contractor covering the scope of work to be performed, including other Contract Documents attached to the Agreement and made a part thereof. The words "Agreement" and "Contract" are used interchangeably.

"City Owned or Operated Facility"

For the purpose of this document a "City-Owned or City-Operated Facility" means any building, structure, land, infrastructure, or physical space that is owned, leased, managed, or directly controlled by the City. This includes, but is not limited to, administrative buildings, public parks, recreation centers, libraries, utility facilities, transportation facilities, parking structures or lots, public works sites, and any other property or facility for which the City holds responsibility for maintenance, operation, or oversight. The term applies regardless of whether the facility is operated directly by the City or by a contractor, agent, or other entity acting on behalf of the City.

"City" or "Owner"

The City of Boynton Beach, Florida, a municipal corporation of the State of Florida

"Contract Administrator"

The Department's Director or some other employee expressly designated as Contract Administrator in writing by the Director, who is the representative of the City concerning the Contract Documents.

"Contract Documents"

The Contract Documents consist of this Agreement, conditions of the contract (General, Supplementary, and other Conditions), drawings, specifications of this solicitation, all addenda issued prior to, all modifications issued after execution of this Agreement, Notice of Award, Notice to Proceed, Certificate(s) of Insurance, Bonds and any additional modifications and supplements, Change Orders and Work directive changes issued on or after the effective date of the Contract. These Contract Documents form the Agreement, and all are as fully a part of the Agreement if attached to this Agreement or repeated therein.

"Contractor "

The individual or firm who successfully receives the award for work to be completed as defined by this solicitation. Also referred to as Successful Proposer.

"Contract Administrator"

The City's authorized Contract representative.

"Defective"

An adjective which, when modifying the Work, refers to Work that is unsatisfactory, faulty, or deficient, does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents.

"Effective Date of the Agreement"

The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

"Evaluation/Selection Committee"

City Staff and /or outside Contractor or subject matter experts who are assigned to evaluate the submitted proposals.

"Financial Consequences"

Consequences that apply if a recipient or subrecipient fails to perform the minimum level of service required by an agreement. This provision can be excluded from an agreement only if financial consequences are prohibited by the federal agency awarding the grant.

"Grass (Turf, Turfgrass, or Sod)"

A mat layer of monocotyledonous plants such as, but not limited to, Bahia, Bermuda, Centipede, Paspalum, St. Augustine, and Zoysia.

"Interested parties"

Firms or proposers interested in the solicitation and plan to eventually become proposers.

"Liquidated Damages"

Damages in the form of money to be paid to the City for damage or losses incurred or because of a contract breach. The amount of damages assessed is stated within the RFP and agreed to in the contract.

"Medians Within Right of Way"

For the purpose of this document, median within right-of-way is designated linear areas located between opposing traffic lanes within a right-of-way. The term includes both landscaped and non-landscaped medians, regardless of width, design, or construction materials, provided they lie within public right-of-way.

"Notice to Proceed"

A written notice given by the City to the Contractor fixing the date on which the contract time will commence to run and on which the Contractor shall start to perform the Contractor's obligations under the Contract Documents. Such Notice is to be issued by the project Contract Administrator.

"Online e-procurement system" or "e-procurement system"

The City of Boynton Beach's solicitation management system is "bids&tenders."

"Procurement Services"

The Procurement Division - Department of Finance of the City of Boynton Beach.

"Proposer/Offeror/Responder"

Any individual, firm, or corporation submitting a proposal for this project, acting directly or through a duly authorized representative. For the purpose of this solicitation, the terms "Offeror," "Proposer," and "Responder" are used interchangeably and have the same meaning.

"Request for Proposals (RFP)"

A method of procurement permitting discussions with responsible offerors and revisions to proposals prior to the award of a contract.

"Sub-Contractor"

Any person, firm, entity, or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the work or services to the City, whether directly or indirectly, on behalf of the Contractor.

"Responsible Proposer"

This means a person or firm capable of fully performing the requirements in the RFP and agreement and having the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit to ensure good faith performance.

"Responsive Proposer"

This means a Person or firm who has submitted a Proposal that conforms in all material respects to the requirements outlined in this RFP.

"Written Amendment"

A written amendment of the Contract Documents, signed by the City and the Contractor on or after the Effective Date of the Agreement and typically dealing with non-technical aspects rather than strictly work-related aspects of the Contract Documents.

"Unit Price or Hourly Wage Work"

Work to be paid for based on unit prices outlined within the RFP.

"Project, Services, or Program"

All matters that will be required to be done by the Contractor in accordance with the Scope of Work, Terms and Conditions, and Special Provisions of this RFP.

The following instructions are given to guide Proposers in adequately preparing their response. These directions have equal force and weight with the specifications, and strict compliance is required with all provisions.

1.1 PROCUREMENT DEFINITION FOR SOLICITATION

Request for Proposal (RFP) is a procurement method where the City requests proposals to complete a project or enter into a term contract. This procurement methodology permits discussions with responsible offerors and revisions to proposals prior to the award of a contract.

The Proposer's qualifications, experience, revenue-sharing proposal, and presentations with the short-listed firms will be factors in the evaluation. The City shall select the most advantageous proposal that best fits the City's needs.

Proposals will be evaluated by an evaluation committee based on the criteria set forth in Section VIII – Evaluation, Discussions and Award Reservation.

1.2 ONLINE E-PROCUREMENT SYSTEM – (bids&tenders)

A. The City of Boynton Beach utilizes an electronic online e-procurement system service to notify and distribute its solicitation documents; please visit Boynton-beach.bidsandtenders.net.
B. To obtain documents online, please visit Boynton-beach.bidsandtenders.net.
C. Before registering for the opportunity, you may preview the solicitation documents with a Preview Watermark. Documents are not provided in any other manner.
D. Proposers are cautioned that the timing of their Submittal submission is based on when the Submittal is RECEIVED by the e-procurement System, not when a Submittal is submitted, as the Submittal transmission can be delayed due to file transfer size, transmission speed, etc.
E. For the above reasons, sufficient time is recommended to complete your RFP Submission and resolve any issues that may arise. The online e-procurement system's web clock shall determine the closing time and date.
F. Proposers should contact bids&tenders support listed below at least twenty-four (24) hours prior to the closing time and date if they encounter any problems.
G. The e-procurement system will send a confirmation email to the Contractor advising that their submittal was submitted successfully. If you do not receive a confirmation email, contact bids&tenders support at support@bidsandtenders.net.

1.3 EXAMINATION OF CONTRACT DOCUMENTS

A. Before submitting a Proposal, each Offeror must visit the site (if applicable to the project) to become familiar with the facilities and equipment that may in any manner affect cost or performance of the work; must consider federal, state, grant requirements (if Applicable) and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work, must carefully compare the Offeror's observations made during site visits or in review of applicable laws with the Proposal Documents; and must promptly notify the Procurement Officer of all conflicts, errors and discrepancies, if any, in the Proposal Documents.
B. The Offeror, by and through the submission of a Proposal, agrees that it shall be held responsible for having examined the facilities and equipment (if applicable), is familiar with the nature and extent of the work and any local conditions that may affect it, and is familiar with the equipment, materials, parts, and labor required to perform the work successfully.

1.4 ELIGIBILITY OF PROPOSER

To be eligible to participate in this RFP, the proposing firm or principals must demonstrate that they, or the principals assigned to the contract, have successfully provided services of similar magnitude as those specified in SECTION II. SCOPE OF WORK (SERVICES) of this solicitation to at least one city similar in size and complexity to the City of Boynton Beach or can demonstrate

they have the experience with large-scale private sector clients and the managerial and financial ability to perform the services successfully.

1.5 QUALIFICATIONS OF PROPOSERS

A. No e-submission will be accepted from, nor will any contract be awarded to, any person who is in arrears to the City of Boynton Beach upon any debt or contract or who has defaulted, as surety or otherwise, upon any obligations to the City, or who has been deemed irresponsible or unreliable to the City.
B. The City is not required to award any jobs to a Proposer, and, if awarded, the Contract "Contractor" based solely on their lowest e-submission revenue generating a proposal.
C. Awards will be based on past performance and quality of work in addition to the Contractor's RFP response.
D. If selected for a contract, all Contractor must perform to the satisfaction of the City before being considered for award of additional contracts.
E. Contractor whose performance is unsatisfactory shall be subject to debarment or suspension.

1.6 PRE-PROPOSAL CONFERENCE

The City will hold an in-person and virtual, non-mandatory pre-proposal conference for this project. The information regarding such a meeting will be noted on the 1st and 2nd page of this document.

1.7 QUESTIONS AND ADDENDA ON THIS SOLICITATION

From time to time, the City may issue an addendum to change the intent or to clarify the meaning of the Contract Documents. Since all addenda are available to Proposers through the City's e-Procurement system Boynton-beach.bidsandtenders.net, it is the responsibility of each Contractor to have received ALL addenda issued.

Proposers should check online at Boynton-beach.bidsandtenders.net before submitting their proposal and until the proposal closing time and date in the event, to ensure no additional addenda are issued.

If a Proposer submits their proposal before the solicitation closing time and date and an addendum has been issued, the e-procurement system shall WITHDRAW the proposal.

The submittal status will change to an INCOMPLETE STATUS, and the Proposal will be withdrawn. The Proposer can view this status change in the "MY BIDS" section of the e-procurement system.

A. The Proposer is solely responsible for creating any required adjustments to their Proposal, acknowledging the addenda, and ensuring the re-submitted Proposal is RECEIVED by the e-procurement System no later than the stated Proposal closing time and date.
B. The Proposer is responsible for submitting written questions or requesting clarification for items included in this solicitation through bids&tenders.
C. All responses to questions or inquiries, interpretations, and supplemental instructions will be in the form of a written addenda, which, if issued, will be posted through bids&tenders.
D. No verbal interpretations may be relied upon.
E. Failure of any Proposer to receive any such addenda or interpretation shall not relieve any Proposer from any obligation under a response as submitted. All addenda so issued shall become a part of the solicitation document.
F. Proposer shall acknowledge receipt of any addenda through the e-procurement system by checking a box for each addendum and any applicable attachment.

G. It is the Proposer's responsibility to have received all issued addenda. Proposers should check online at Boynton-beach.bidsandtenders.net prior to submitting their Submittal and up until the solicitation closing time and date in the event additional addenda are issued.
H. If any interested parties have received this RFP packet from a source other than bids&tenders directly and the Interested Party is not registered with bids&tenders, they must register with bids&tenders.
I. No negotiations, decisions, or actions shall be initiated by the Proposer because of any discussions with a City employee.
J. Only those communications in writing from the Purchasing Division may be considered a duly authorized expression. Also, only communications from proposers submitted through bids&tenders in writing will be recognized by the City as duly authorized expressions on behalf of the Proposer.
K. Late Submittal Responses are not permitted by the e-procurement system.
L. To ensure receipt of the latest information and updates via email regarding this solicitation, or if a Proposer has obtained this solicitation from a third party, the responsibility is on the Proposer to create an e-procurement system vendor account and register as a plan taker for the solicitation with bids&tenders.
M. All expenses for making submittal responses to the City are to be borne by the Proposer.

1.8 MISTAKES WITHIN RFP

Proposers are cautioned to examine all terms, conditions, specifications, scope of work, exhibits, addenda, delivery instructions, and special conditions pertaining to the solicitation. Failure to examine all pertinent documents shall not entitle the Proposer to any relief from the conditions imposed in the Agreement and may lead to the rejection of a proposal.

1.9 SUBMISSION OF THE PROPOSAL

A. The City's e-procurement solicitation system shall receive ELECTRONIC SOLICIAITON SUBMISSIONS ONLY.
B. **Hardcopy submissions are not permitted.**
C. Electronic Request for Proposals for this solicitation shall be received by the City's e-procurement system no later than the time outlined on page #1 of this solicitation.
D. Late responses are not permitted by the e-procurement system. It shall be the sole responsibility of the Proposer to have their Request for Proposals submittal submitted online.
E. All proposals shall be submitted in English.
F. All prices, terms, and conditions proposed in the submitted response shall be expressed in U.S. Dollars and will be firm for acceptance for ONE HUNDRED TWENTY (120) calendar days after the closing of the RFP.

1.10 SOLICITATION FORMS

A. The Proposer will submit a response to the solicitation (RFP) on the proposal submission forms provided. All proposal submissions prices, amounts, and descriptive information must be entered into the e-procurement system bids&tenders.
B. The Proposer must state the price and the time of delivery for which they propose to deliver the equipment or service requested.
C. The Proposer must be licensed to do business as an individual, partnership, or corporation in the State of Florida.
D. All proposal submission forms should be executed and submitted for easy identification. Responses not submitted on proposal submission forms may be rejected.
E. All proposal submissions are subject to the conditions specified in this solicitation document. Submittals that do not comply with these conditions may be rejected.

1.11 EXECUTION OF SOLICITATION DOCUMENTS

Proposal submissions to this solicitation must contain a manual signature of an authorized representative in the space provided on all affidavits and proposal sheets.

1.12 CAUSES FOR REJECTION

No response will be canvassed, considered, or accepted which, in the opinion of the City's evaluation committee, is incomplete, informal, or unbalanced or contains inadequate documentation as required herein. Any alteration, erasure, interlineations, or failure to specify a response for all items called for in the schedule may render the proposal invalid.

1.13 REJECTION OF PROPOSALS

A. The City reserves the right to reject any proposal if the evidence submitted by the Proposer, or if the investigation of such Proposer, fails to satisfy the City that such Proposer is appropriately qualified to carry out the obligations and to complete the work contemplated.

B. Any or all proposals will be rejected if there is reason to believe that collusion exists among proposers. A proposal shall be considered irregular and may be rejected if it indicates serious omissions, alterations in form, additions not called for, conditions, unauthorized alternates, or irregularities of any kind.

C. The City reserves the right to reject any or all proposals, waive such technical errors, waive informalities or irregularities in any response received, re-advertise, or take any other actions as may be deemed best for the interests of the City.

1.14 WITHDRAWAL OF PROPOSALS

Any Responder may, without prejudice to themself, withdraw its response at any time prior to the expiration of the time during which responses may be submitted. Such withdrawal request must be in writing and signed in the same manner and by the same person who signed the response through bids&tenders. After the expiration period for receiving responses, no proposal can be withdrawn.

1.15 NO SUBMITTAL

A NO SUBMITTAL response can be submitted online through bids&tenders the e-procurement system.

1.16 SOLICITATION DEADLINE

The Proposer is responsible for ensuring that the proposal is submitted electronically by or at the proper time and date before the solicitation deadline. The e-procurement solicitation system does not permit late submission responses.

1.17 RIGHTS OF THE CITY FOR THIS REQUEST FOR PROPOSALS (RFP)

The City reserves the right to the following:

A. Reject any or all proposals.
B. Reject or cancel any or all proposals during the procurement process.
C. Reissue the solicitation.
D. Extend the RFP deadline time and date.
E. Procure any item by other means.
F. Increase or decrease the quantity specified in the Request for Proposals (RFP).
G. Consider and accept an alternate proposal as provided herein when most advantageous to the City.
H. Waive any defect, irregularity, or informality in any RFP procedure.

I. Waive as an informality technical error, minor deviations from specifications, defect, or accept a portion of any proposal deemed to be the most responsive, responsible Proposer(s) representing the most advantageous submission to the City.

J. In determining the "most advantageous proposal," price, quantifiable factors, and other factors are considered. Such factors include but are not limited to:
   a. Statement of Work
   b. Price Proposal
   c. Other factors contributing to the overall RFP outlined in SECTION IV – EVALUATION OF PROPOSALS.

K. Consideration may be given but is not necessarily limited to conformity to the specifications, including timely delivery; product warranty; a Proposer's proposed service; ability to supply and provide service; delivery to required schedules and past performances in other agreements with the City or other government entities.

1.18 PROTEST PROCEDURE

Protest procedures are provided in the City of Boynton Beach Purchasing Policy. Protests shall be submitted in writing, addressed to the Purchasing Director, via hand delivery, or mail, along with a protest cash bond in an amount equal to 5% of the submittal price or $5,000, whichever is less.

The bond will be refunded to a protester if the protest is upheld. The protest must identify the solicitation, specify the basis for the protest, and be received by the Purchasing Division within the deadlines as follows:

A. If the protest relates to a Request for Proposal, must be received before the solicitation submittal deadline date.

B. If the protest relates to any other matter relating to the solicitation, including the intent to award of an agreement, the protest must be received no later than **THREE (3)** regular business days after the date of the intent to award notification of award by a member of the purchasing staff.

Failure to file a protest as outlined in the City of Boynton Beach's Purchasing Policy shall constitute a waiver of proceedings.

1.19 MINIMUM STANDARDS REQUIRED BY THE CITY

Factors to be considered in determining whether the standard of responsibility has been met include whether a prospective Proposer has the following:

A. The appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain such, necessary to indicate its capability to meet all contractual requirements.
B. A satisfactory record of performance.
C. A satisfactory record of integrity.
D. Qualified legally to contract within the State of Florida and the City of Boynton Beach.
E. Supplied all necessary information in connection with the inquiry concerning responsibility.

1.20 DISQUALIFICATION OF PROPOSER

More than one Proposal from an individual, firm, partnership, corporation, or association under the same or different names shall not be considered. All proposals shall be rejected if there is reason to believe collusion exists between proposers.

Automatic disqualifiers are as follows:

A. Not being licensed to perform the required work by the Proposer.

B. Not being eligible to submit a proposal due to violations listed under "Public Entity Crimes."
C. Not completing all required forms outlined in Section III 3.4 F.

1.21 INFORMATION AND DESCRIPTIVE LITERATURE

The Proposer must furnish all information requested in the spaces provided on the proposal submission form. Further, as may be specified elsewhere, each Proposer may need to submit cuts, sketches, descriptive literature, and technical specifications covering the products or services offered for proposal evaluation. Reference to literature submitted with a previous submittal or on file with the City will not satisfy this provision.

1.22 INTERPRETATIONS

To ensure fair consideration for all Proposers, the City prohibits communication to or with any department, officer, or employee during the solicitation process as described in the Cone of Silence except as otherwise specified. If the Proposer would be in doubt as to the meaning of any of the solicitation documents or believes that the plans and/or specifications contain errors, contradictions, or reflect omissions, the Proposer shall direct questions to the Purchasing representative through the e-procurement solicitation system only by clicking on the "Submit a Question" button for this solicitation, no later than ten (10) days prior to the solicitation deadline.

1.23 CERTIFICATIONS, LICENSE, AND PERMITS

A. Unless otherwise directed by the City, the Proposer would provide a copy of all applicable certificates of Competency or Licenses issued by the State of Florida or the Palm Beach County Licensing Board in the name of the Proposer.
B. If applicable, the Proposer shall also maintain a current Local Business Tax Receipt (Occupational License) for the County and all permits required to complete the contractual service at no additional cost to the City.
C. A County Local Business Tax Receipt (Occupational License) is required unless specifically exempted by law. It shall be the responsibility of the Proposer to obtain all certifications, licenses, and permits, if required, to complete the services at no additional cost to the City.
D. It is the responsibility of the Proposer to ensure all required certifications, licenses, and permits are maintained and are current throughout the term of the Agreement, inclusive of any renewals.
E. Licenses and permits shall be readily available for review by the Purchasing Agent and City Inspectors.
F. Failure to meet this requirement shall be considered a default of the Agreement.

1.24 SUB-CONSULTING

A. If a Proposer utilizes sub-Proposer for any portion of the Agreement for any reason, the Proposer will state the name and address of the sub-Proposer and the name of the person to be contacted on the online form within the e-procurement system under "Schedule of Sub-Proposer."
B. The City of Boynton Beach reserves the right to accept or reject any or all proposals wherein a sub-Proposer is named and to make the award to the Proposer, who, in the opinion of the City, will be in the best interest of and/or most advantageous to the City.
C. The City also reserves the right to reject the submission of any Proposer if the solicitation names a sub-Proposer who has previously failed to perform an award properly or failed to deliver on-time contracts of a similar nature or who cannot perform correctly under this award.
D . The City reserves the right to inspect all facilities of any sub-Proposer to determine the foregoing.

E. The sub-Proposer will be equally responsible for meeting all requirements specified in this Request for Proposals (RFP).

F. Proposers are encouraged to seek participation from minority and women-owned business enterprises in subcontracting opportunities. The City reserves all rights to determine the foregoing.

1.25 ESCALATOR CLAUSE

Any proposal that is submitted subject to an escalator clause will be rejected.

1.26 EXCEPTIONS BY PROPOSER

A. Incorporation in a proposal of exceptions to any portion(s) of the Contract Documents may invalidate the proposal. Exceptions to the Scope of Work and/or Special Provisions shall be clearly and specifically noted in the submitted proposal on a separate sheet marked "**EXCEPTIONS TO THE SPECIFICATIONS,**" which shall be attached to the proposal.

B. Any exceptions taken to the terms and conditions of the solicitation or the City's Agreement shall be considered a part of the Proposer's solicitation response and will be considered by the City in its evaluation. Any exception not specifically stated is deemed waived. Submission of any exceptions does not denote acceptance by the City. Furthermore, taking exceptions to the City's terms and conditions may be viewed unfavorably by the City/evaluation committee and ultimately may impact the overall evaluation of a Proposer's submittal.

C. The use of the Proposer's standard forms or the inclusion of the manufacturer's printed documents shall not be construed as constituting an exception within the intent of the Contract Documents.

1.27 TRADE SECRET

Any language contained in the Proposer's proposal purporting to require confidentiality of any portion of the Proposal, except to the extent that certain information is, in the City's opinion, a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City that the Proposer claims are Trade Secret information and exempt from Florida Statutes Chapter 119.07 (Public Records Laws), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's proposal constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City its officers, employees, volunteers, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR PROPOSAL AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR PROPOSAL OR ANY PART THEREOF AS COPYRIGHTED.

1.28 ANTI-KICKBACK AFFIDAVIT

Each Proposer shall complete the Anti-Kickback Affidavit Form and shall submit this form with their Proposal. The City considers the failure of the Proposer to submit this document to be a major irregularity and may be cause for rejection of the Proposal.

1.29 CONFLICT OF INTEREST / GIFT POLICY

The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in a manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. All Proposers shall disclose the name of any City employee or relative of a City employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Proposer's firm or any of its branches.

A. CONFLICT OF INTEREST:

No employee, officer, or agent of the City may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or may receive a tangible personal benefit from a Proposer considered for a City contract.

In addition, the Proposer shall disclose to City in writing all federal criminal law violations involving fraud, bribery, or gratuity that potentially affect the award of this solicitation. Failure to make the required disclosures can result in withheld payments, award termination, suspension, or debarment of the proposer.

B. ORGANIZATIONAL CONFLICT OF INTEREST:

The Proposer shall not have activities or relationships (a) causing the Proposer to be unable, or potentially unable, to render impartial assistance or advice to the City; (b) impairing the Proposer's objectivity in performing the contract work; or (c) resulting in an unfair competitive advantage.

1.30 GIFT POLICY

No Proposer who is a party to, or receives a benefit from, this Agreement shall offer a gratuity, favor, or anything of monetary value to any officer, employee, or agent of the City. Further, no officer, employee, or agent of the City shall solicit or accept a gratuity, favor, or anything of monetary value from a Proposer who is a party to, or receives a benefit from, this Agreement.

1.31 CONFIRMATION OF MINORITY-OWNED BUSINESS

It is the desire of the City of Boynton Beach to increase the participation of minority-owned businesses in its contracting and procurement programs. While the City does not have any preference or set-aside programs in place, it is committed to a policy of equitable participation for these firms. Therefore, each Proposer shall complete the Confirmation of Minority-Owned Business Form and shall submit the form with its submission.

1.32 DIGITAL FORMS TO BE COMPLETED WITH EACH PROPOSAL

A. Certification
B. Vendor Drug-Free Workplace
C. Bidder's Qualification Statement
D. References
E. Scrutinized Companies List
F. E-Verify Compliance
G. Sub-Contractor Form
H. Firm's Primary Ownership

I. Palm Beach Inspector General Acknowledgement
J. Proposer Acknowledgement
K. Sub-Contractor's Form

1.33 FORMS TO BE UPLOADED TO THE DOCUMENT UPLOAD SECTION

Document Upload 1: Narrative of Proposers Qualifications
Document Upload 2: Non-Collusive Affidavit and Acknowledgment Non-Collusive Affidavit
Document Upload 3: Certification Pursuant to Florida Statute § 287.135
Document Upload 4: E-Verify Affidavit
Document Upload 5: Anti-Kickback Affidavit
Document Upload 6: Foreign Entity Affidavit
Document Upload 7: Anti-Human Trafficking Laws Affidavit
Document Upload 8: Certificate of Insurance Requirements
Document Upload 9: Proof of State Certified or Professional Licenses
Document Upload10: IRS Form W-9
OPTIONAL: Other Material Proposer wishes to present to further clarify their qualifications.

1.34 REFERENCES

Contractor(s) shall provide a minimum of five (5) references with at least three (3) from the government sector. References should highlight the contractor(s) experience, reliability, tenacity and capability to fully perform the contract requirements. Other information shall include:

a) For Grounds Maintenance (Mowing), vendors shall provide evidence of specific project experience as a prime contractor for a minimum of three projects within the last three years of similar or greater complexity and cost. Governmental experience is preferred.

b) Reference contact information must be furnished for all projects claimed as relevant experience under this requirement including: Project Name, the customer for whom the project was done, total project cost, when the project commenced and was completed, project manager with phone number. Include reference information with proposal.

1.35 AWARD OF AGREEMENT:

A. Agreement(s) or purchase order(s) will be awarded by the City to the most qualified, responsive, responsible Proposer whose submission represents the most advantageous proposal to the City, the price of the proposal, and other factors considered.

B. Proposals will be evaluated based on the evaluation factors and standards set forth herein. The City reserves the right to reject all proposals and waive technical errors as set forth herein.

C. In the event of a court challenge to an award by any Proposer, damages, if any, resulting from an award shall be limited to actual proposal preparation costs incurred by the challenging Proposer. Each party shall be responsible for its own attorney's fees and costs.

D. In no case will the award be made until all necessary investigations have been made into the Proposer's responsibility and the City is satisfied that the most qualified, responsive, responsible Proposer is qualified to do the work and has the necessary organization, licenses, permits, capital, and equipment to carry out the required work within the specified time.

1.36 SIGNING OF AGREEMENT:

An Award Letter will be presented to the Proposer. Within ten (10) calendar days after the award letter is issued, the Proposer should sign and deliver the Agreement to the City with the required bonds (if applicable) and insurance certificates. After receiving and approving such documents, the Agreement would be executed within thirty (30) calendar days. The City intends to deliver a

fully signed and executed Agreement to the Proposer. At times, a purchase order will be issued in lieu of a formal agreement.

1.37 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH:

The Vendor certifies that all material, equipment, etc., contained in this bid meets all O.S.H.A. requirements. Vendor further certifies that if awarded as the successful Vendor, and the material equipment, etc. delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on the date of delivery, all costs necessary to bring the materials, equipment, etc., into compliance with the aforementioned requirements shall be borne by the Vendor.

Vendor certifies that all employees, subcontractors, agents, etc. shall comply with all O.S.H.A. and State safety regulations and requirements.

1.38 DRUG FREE WORKPLACE:

The Vendor shall implement and maintain a drug-free workplace program of at least the following items:

A. 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.

B. Inform employees about the dangers of drug abuse in the workplace, the Vendor'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.

C. Give each employee engaged in providing the services that are under agreement/contract a copy of the statement specified in Item Number A above.

D. In the statement specified in Item Number A above, notify the employees that, as a condition of providing the services that are under agreement/contract, the employee will abide by the terms of the statement and will notify the Vendor 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) calendar days after such conviction or plea.

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

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

1.39 PALM BEACH COUNTY INSPECTOR GENERAL:

The Vendor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any contracts resulting from this solicitation, and in furtherance thereof, may demand and obtain records and testimony from the Vendor and its subcontractors and lower-tier subcontractors. The Vendor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Vendor 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.

1.40 PUBLIC RECORDS:

Sealed documents received by the City in response to a Request for Proposals, Request for Qualifications or Invitation to Bid are exempt from public records disclosure until thirty (30) days

after the opening of the Bid unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

The City is a public agency subject to Chapter 119, Florida Statutes. The Vendor shall comply with Florida's Public Records Law. Specifically, the Vendor shall:

A. Keep and maintain public records required by the City to perform the service;
B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law;

C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Vendor shall destroy all copies of such confidential and exempt records remaining in its possession once the Vendor transfers the records in its possession to the City; and

D. Upon completion of the contract, Vendor shall transfer to the City, at no cost to the City, all public records in Vendor's possession. All records stored electronically by Vendor must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

CITY CLERK'S OFFICE
100 EAST OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435
561-742-6060
CityClerk@bbfl.us

1.41 SCRUTINIZED COMPANIES LISTS -- F.S. 287.135:

By submission of this RFP, RFQ, or Bid, the Vendor certifies that the Vendor is not participating in a boycott of Israel. Vendor further certifies that Vendor 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 Vendor 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 Vendor of the City's determination concerning the false certification. Vendor 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, Vendor 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 Vendor 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.

1.42 FOREIGN ENTITY AFFIDAVIT:

Each Offeror shall complete and upload the Foreign Entity Ownership Affidavit to attest to the following:
The Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes); The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes); The Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes); The Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes); The Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes); The Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes); and The Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

1.43 E-VERIFY:

Vendor is aware of and complies with the requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described below:

1) Definitions for this Section:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

“E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.
2) Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

a. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
b. All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by Contractor to perform work pursuant to the contract with the City of Boynton Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Boynton Beach; and

c. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract to, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

1.44 ANTI HUMAN TRAFFICKING AFFIDAVIT:

Each Offeror shall complete and upload the Anti-Human Trafficking Affidavit to attest to the following:
Pursuant to section 787.06 (13), Florida Statutes, the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled “Human Trafficking”.

1.45 NON-COLLUSION AFFIDAVIT:

The vendor certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act that may result in an unfair advantage for one or more vendors over other vendors. A conviction for the commission of any fraud or act of collusion in connection with any sale, quote, quotation, proposal, or another act incident to doing business with the City 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 list(s), and/ or debarment or suspension from doing business with the City.

1.46 E-PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING – F.S. 287.05701:

Vendors are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Vendor's social, political, or ideological interests when determining if the Vendor is a responsible Vendor. Vendors are further notified that the City's governing body may not give preference to a Vendor based on the Vendor's social, political, or ideological interests.

1.47 TERMINATION

The City, by written notice, may terminate in whole or in part any Agreement resulting from this RFP when such action is in the best interest of the City.

If the Agreements(s) are so terminated the City shall be liable for only payment for services rendered prior to the effective date of termination. Services rendered will be interpreted to include costs of items already delivered plus reasonable costs of supply actions short of delivery.

A. DEFAULT AND TERMINATION FOR CAUSE

The City may, by written notice of default to the Contractor, terminate the Agreement in whole or in part if the Contractor fails to satisfactorily perform any provisions of this Agreement, or fails to make progress so as to endanger performance under the terms and conditions of this

Agreement, or provides repeated nonperformance, or does not remedy such failure within a period of 30 calendar days after receipt of notice from the City of Boynton Beach specifying such failure. In the event the City terminates the Agreement in whole or in part because of default of the Contractor, the City may procure goods and/or services like those terminated, and the Contractor shall be liable for any excess costs incurred due to this action.

If it is determined that the Contractor 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 Contractor), the rights and obligations of the parties shall be those provided in Section "Termination for Convenience".

B. TERMINATION FOR CONVENIENCE OF CITY

Whenever the interests of the City so require, terminate the Agreement, in whole or in part, for the convenience of the City. Purchasing shall give fourteen (14) business days prior written notice of termination to the Contractor, specifying the portions of the Agreement to be terminated and when the termination is to become effective. If only portions of the Agreement are terminated, the Contractor has the right to withdraw, without adverse action, from the entire Agreement.

Unless directed differently in the notice of termination, the Contractor 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 Contractor shall terminate outstanding orders and/or subcontracts related to the terminated work.

Contractor shall indemnify the City against loss pertaining to this termination.

C. REMEDIES

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each 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.

D. FUNDING OUT

This result of this Agreement shall remain in full force and effect only if the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Boynton Beach in the annual budget for each fiscal year of this Agreement and is subject to termination based on lack of funding.

SECTION II – CITY BACKGROUND AND REQUIREMENTS

Procurement Definition: A Request for Proposal (RFP) is a method of procurement permitting discussions with responsible offerors and revisions to proposals prior to award of a contract. Proposals will be evaluated by an independent Selection Evaluation Committee (SEC) based on the criteria set forth in SECTION VIII L EVALUATION DISCUSSION AND AWARD.

SCHEDULE OF EVENTS:

The schedule of events related to this Request for Proposals shall be as follows:

RFP Document issued	July 09, 2026
Pre Proposal Conference	July 21, 2026 @ 10:00 AM
Deadline for Written Questions	August 03, 2026 @ 3:00 PM
Due Date for Receipt of Proposals	August 13, 2026 @ 3:00 PM
Evaluation of Proposals	Completed Within 3 weeks
Anticipated Award by City Commission	September 22, 2026

All dates are tentative. City reserves the right to change scheduled dates.

2.1 BACKGROUND

The City of Boynton Beach ("City") was incorporated in 1920 and is located in the southeastern region of Palm Beach County, Florida. The city spans approximately 16.57 square miles and is home to approximately 81,267 residents. Boynton Beach is predominantly a residential community and is home to many small businesses.

2.2 CONTRACTOR WORKING HOURS

Contractors are required to work during normal business hours (8:00 AM to 5:00 PM, Monday to Friday).
Legal holidays observed by the City of Boynton Beach are as follows:

New Year's Day	Dr. Martin Luther King, Jr. Day	Presidents Day
Memorial Day	Juneteenth	Independence Day
Labor Day	Veteran's Day	Thanksgiving Day
Friday after Thanksgiving	Christmas Day and the day after.	

If the City staff finds that the Contractor's work is not done properly or does not meet the City or industry standards, the Contractor must correct or replace such work to the City's full satisfaction. This corrective action or material replacement will be carried out at no extra charge to the City.

2.3 STAFFING

Contractor shall have a responsible person in charge during regular business hours, shall be equipped with sufficient telephones, a local telephone number, and sufficient attendants to receive telephone calls. Attendant(s) shall receive calls in a courteous and polite manner, record all complaints, and resolve all complaints in an expeditious manner within the next business day.

The purpose and intent of this Request for Proposal is to establish a Contractor who provides landscape maintenance services within the City of Boynton Beach. The Contractor shall provide quality workmanship is expected to be superior and high level at all times, and detailed service is expected in all areas serviced. The highest level of service will be provided by the awardee, with care and compassion for the City's residents and patrons.

The Contractor shall remove all litter, debris and trimmings during every service. Dead plants will be removed and noted in the monthly report. Significant problems with safety, health of plants, infestations should be brought to the attention of the Director of Public Works or Designee immediately.

The City is expecting the awardee to be vigilant and ascertain preservation in the city's behalf when it pertains to the aesthetics of the awarded sites. The City is relying on the Awardee to be responsible and accountable for the landscape materials left in their care. If neglect is shown on the part of the Awardee, the City will hold the Awardee responsible for the replacement of any and all of the plant materials that are shown to perish under their care.
The Awardee(s) must at all times adhere to the City of Boynton Beach's Code of Ordinances, Part III – Land Development Regulations, Chapter 4 – Site Development Standards, Section 4 - Standards.

2.4 LICENSES, CERTIFICATIONS AND QUALIFICATIONS

To be eligible for award of this contract, the Contractor must possess at time of bid opening, all applicable state and/or county license(s) as may be required to perform the scope as determined by state and/or county licensing agency. Before awarding a contract, the City reserves the right to require that a proposer submit evidence of qualifications as the City deems necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals, including previous experiences of same with the City and performance evaluations for services, in making the award in the best interest of the City.

2.4.1 For Landscape Maintenance Services:

- **Must be in business for five (5) years or more and must have relevant experience in Landscape Maintenance Services. Project Manager must have experience in Landscape Maintenance and have served as project manager on similar projects.**
- **Provide resumes for key personnel, including firm principals and the project manager for this contract.**
- **Must have a certified arborist on staff.**

2.4.2 For Mulch Delivery and Installation Services:

- **Must possess and maintain all applicable Material Safety Data Sheets (MSDS) for mulch installation.**

2.4.3 Irrigation Maintenance and Wet Testing Services:

- **Irrigation Contractor must have either a valid Palm Beach County Certificate of Competency for Irrigation / Sprinkler Contractors License or a State of Florida Irrigation License.**

2.4.4 Pest Control and Fertilizer Services: (via the Florida Division of Agricultural Environmental Services

- **Limited Urban Commercial Fertilizer Applicator Certification**
- **Limited Commercial Landscape Maintenance Pesticide Applicator License**

All Contractors must have Occupational license, which must be in effect as required by Florida Statute §205.065.

2.5 PROJECT MANAGER

The city shall provide a project manager, which shall manage all aspects of the Landscape contract.

2.6 DISPUTE RESOLUTION

All disputes pertaining to this Bid between the City and the Contractor shall be settled internally with the appropriate City staff making the final determination and through the following chain of command: 1) Landscape Project Manager; 2) Superintendent, 3) Operations Manager, 4) Assistant Director of Public Services, 5) Director of Public Services, and 6) City Manager. The Purchasing and Contracts Manager or designee shall be present and included in all dispute resolution meetings pertaining to this Bid. In the event a dispute cannot be settled through the chain of command set forth in this section, the dispute shall be brought forward in a court of competent jurisdiction. The laws of Florida shall be controlling. Venue shall be in Palm Beach County, Florida.

2.7 CORRECTION OF DEFECTIVE WORK

a. The Contractor shall correct work rejected by the City or known by the Contractor to be defective or failing to conform with the Contract Documents.

b. The City shall provide the Contractor with written notice regarding defective or rejected work. Written notice of defective work includes, but is not limited to, emails and memorandums.

c. Defective work that poses a hazard to vehicular traffic or pedestrians, including but not limited to, obstructed sightlines at intersections, overgrown hedge, etc., shall be deemed an emergency; and shall be corrected by the Contractor within three (3) hours of notification. Initial notification of a hazard may be made verbally (e.g. telephone),but shall be memorialized in writing (e.g. email or memorandum).

d. All other defective work shall be addressed within three days after notice from the City. The Contractor shall commence with corrective action to ensure the Work is not defective or rejected.

e. If the Contractor fails to correct defective Work as required or persistently fails to carry out the Work in accordance with the Contract Documents, the City, by written order may stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the City's right to stop the Work shall not give rise to a duty on the part of the City to exercise the right for benefit of the Contractor or other persons or entities.

f. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents within the stipulated time period after receipt of written notice from the City to commence and continue correction of such default or neglect, the City may give a second written notice to the Contractor. If within three days following receipt of the second notice, the Contractor fails to correct such default or neglect with diligence and promptness, the City may correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor costs of correcting such deficiencies. If the payments then or thereafter due the Contractor are not sufficient to cover the amount of the deduction, the Contractor shall pay the difference to the City.

g. If the Contractor fails to correct a hazardous condition within three hours of initial notification, the City may, at its discretion, have the work performed and the cost incurred by the City, inclusive of labor and materials, shall be deducted from the next pay application.

h. Within thirty (30) days of the City's receipt of a properly submitted and correct invoice, the City shall make payment to the Contractor.

The City shall have no obligation to pay or to be responsible in any way for payment to a Subcontractor of the Contractor except as may otherwise be required by law.

2.8 CHANGE OF QUANTITIES / CHANGE ORDERS

a. The City, without invalidating this Agreement, may order additions, deletions or revisions to the specifications. A written Amendment, Change Order or Work Change Directive shall authorize such additions, deletions or revisions.

b. All Change Orders which, individually or when cumulatively added to amounts authorized pursuant to prior Change Orders for this Contract, increase the cost of the Work to the City or which extend the time for completion, must be formally authorized and approved by the appropriate City authority prior to their issuance and before Work may begin.

c. No claim against the City for extra Work in furtherance of a Change Order shall be allowed unless prior written City approval pursuant to this section has been obtained.

d. The Project Manager shall prepare Proposed Change Orders on forms provided by the City. When submitted for approval, they shall carry the signature of the Public Services Director, the City Manager, and the Contractor.

2.9 INSPECTION OF WORK

All areas serviced by this contract will be inspected routinely by the contract administrator or their designated representative(s). These inspections will be for the purpose of assessing the Vendor's performance or non-performance.

Any performance or non-performance issues noted by the contract administrator will be brought to the attention of the Vendor through the use of the Performance Evaluation Form, see Attachment A for a sample of this form.

The Vendor will be given two (2) business days to correct the deficiency after it is reported on the Performance Evaluation Form. No penalty will be charged during this first two (2) business day period. Business days are defined as Monday through Saturday, 7:00 A.M. to 5:00 P.M. The two (2) business day period may be extended in writing by the contract administrator should any extraordinary circumstances warrant such extension in their judgment.

2.10 FAMILIARITY WITH THE TOTAL SCOPE OF THE PROJECT & MINIMUM EXPERIENCE

2.11.1 The Contractor shall be familiar with the total scope of services required by the City prior to commencement of any work. In case of any questions or conflict, they must be brought to the attention of the Project Manager prior to any work. If further assistance is

needed, the Contractor may contact the Director of Public Services. The City shall not be responsible for the Contractor's failure to comply with this requirement.

2.11.2 The Contractor shall examine this RFP carefully. The submission of a Proposal shall be prima facie evidence that the Contractor has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the Contract.

2.11.3 The Contractor shall be responsible for repair and restoration of all utilities or any other items damaged during the Work.

2.11.4 By execution of the Agreement, The Contractor acknowledges that all requirements and conditions necessary to fulfill this Contract have been met. No contract adjustments shall be allowed for concealed site conditions.

2.11 VENDOR RESPONSIBILITY

a. Vendor(s) shall provide all supervision, labor, tools, and equipment to complete all services including obtaining underground locates whenever the Vendor's staff will disturb the ground to ensure that no buried lines, pipes, or utilities in the work area will be damaged by Vendor's operation.

b. Vendor(s) will be responsible for ensuring that all employees are in compliance at all times with Terms, Conditions, and Specifications outlined in these bid specifications.

c. Vendor(s) shall provide and ensure the wearing of protective clothing, masks, ear and eye protection, etc., as required by Laws, Regulations, Ordinances, and/or manufacturer's instructions for materials and equipment. The Vendor's personnel shall be in company uniform during the performance of maintenance duties.

d. Vendor(s) is responsible for educating and providing all safety training and personal protection equipment for all of their personnel including following O.S.H.A Regulations and the Manual of Uniform Traffic Control Devices (M.U.T.C.D.).

e. Vendor(s) will be responsible for obtaining all necessary permits, licenses, and/or registration cards, I-9 Forms (Department of Homeland Security's Employment Eligibility Verification) in compliance with all applicable federal, state, and local statues pertaining to services as specified. This includes a current copy of the Vendor's City of Boynton Beach Business Tax Receipt which must be submitted as part of the Bid Proposal and must be updated accordingly.

f. Vendor(s) must provide a list of contacts with phone numbers who can be reached for emergencies and/or resolving problems.

g. It is the Vendor's responsibility to ensure that sufficient manpower is available with all of the appropriate safety clothing/equipment to complete the assigned tasks irrespective of sickness, holidays, vacations, or other personnel matters.

h. Vendor(s) shall be solely responsible for pedestrian and vehicular safety and control within the worksite and shall provide the necessary warning devices, barricades, and ground personnel needed to give safety, protection, and warning to persons and vehicular traffic within the area, per FDOT Temporary Traffic Control (TTC) requirements.

2.12 INSURANCE REQUIREMENTS

The successful bidder/contractor/firm or individual entering a resulting contract with the City shall provide, pay for and maintain in full force and affect at all times during the services to be performed

the applicable insurance as set forth below. (Proof that insurance meets the City's requirements must be provided prior to providing services to the City of Boynton Beach.)

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- $1,000,000 each occurrence
- $3,000,000 annual aggregate for Bodily Injury, Personal Injury, and Advertising Injury
- $1,000,000 per occurrence for Property Damage
- $1,000,000 each occurrence and $2,000,000 project aggregate for Products and Completed Operations.

Contractors Pollution Liability Coverage

For sudden and gradual occurrences and in an amount not less than $1,000,000 per claim arising out of this Contract, including but not limited to, all hazardous materials identified under the Contract.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than $1,000,000 combined single limit each accident. If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any contractor performing work on behalf of the City must provide Workers' Compensation insurance of at least the statutory requirements in addition to Employer's Liability in the amount not less than $1,000,000 per accident. Exceptions and exemptions will be allowed by the City's Risk Management Department, if they are in accordance with Florida Statute.

The Contractor and its insurance carrier waive all subrogation rights against the City, a political subdivision of the State of Florida, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent. Contractor must be in compliance with all applicable State and federal workers' compensation laws.

Insurance Certificate Requirements

A. The Contractor shall provide the City with valid Certificates of Insurance (binders re unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Contract.

B. The Contractor shall provide a Certificate of Insurance to the City with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium**.**

C. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.

D. In the event the Contract term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Contract until this requirement is met.

E. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.

F. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.

G. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.

H. The Contract, Bid/Contract number, event dates, or other identifying reference must be listed on the certificate.

The Certificate Holder should read as follows:

City of Boynton Beach
Attn: Risk Management
100 E. Ocean Ave
Boynton Beach, FL 33435

SECTION III – SCOPE OF WORK – RIGHTS OF WAY LANDSCAPE MAINTENANCE

PURPOSE AND INTENT:

The City of Boynton Beach is interested in obtaining proposals from qualified Contractors, for an initial two (2) year term, with up to three (3) one (1) year renewal options, subject to provisions with regard to performance, to provide high quality Landscape Maintenance services. Service and good workmanship are of primary concern. In the event that a renewal or new contract agreement is not in place at the time of contract expiration, the agreement shall self-renew at the same terms, conditions and pricing, on a month-by-month basis for a period not to exceed six (6) months.

3.1 LANDSCAPE MAINTENANCE

A. SCOPE OF SERVICE

The work consists of furnishing all labor, materials, equipment, tools, service and supervision necessary to perform and properly maintain the areas covered by this requirement. Installation shall be by a licensed landscape contractor and crew with at least five years of verifiable full-time experience and having successfully completed or are currently performing a minimum of three (3) contracts of similar size and scope over the past (5) years.

Contractors shall furnish all equipment, materials, tools, labor, fuel and supervision necessary to provide quality LANDSCAPE MAINTENANCE for designated areas as specified within the proposal documents on a term contract basis, subject to the Performance Base Contracting provision contained herein.

B. GENERAL REQUIREMENTS AND STANDARDS

All areas and frequencies listed in the Bid Tabulation Sheet and Calendar shall be maintained according to the following standards.

1. Experienced personnel shall be provided under **competent supervision** to perform all lab required by this contract in a safe and workmanlike manner.

2. All equipment shall be maintained in efficient and safe operating condition while performing work under the contract. Equipment shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is operated in an unsafe manner, Boynton Beach may direct the contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the City. The contractor shall be responsible and liable for injury to any person(s) caused by the operation of the equipment.

3. Any and all designated areas are to be left clean and free of fallen limbs, trash or debris of any kind. Weeds shall be removed immediately from the areas that are subject to this contract. The contractor is responsible for any damage done by their personnel to any trees, fixtures, shrubs, and/or structures, etc. while performing this service. Any damage will be repaired or replaced at the contractor's expense. The contractor is required to take every precaution to have a safe work area to protect the contactor's employees, the residents of Boynton Beach, and the general public. These precautions shall include, but not limited to, "Worker Ahead", Men Working", "Road Work Ahead", signs as required by the Manual on Uniform Traffic Control Devices (M.U.T.C.D.).

4. All materials specifically required by this contract shall be provided by the Contractor.

5. The Landscape Maintenance Supervisor or their designated appointee shall promptly report any signs or evidence of infestation, as well as any post-infestation conditions.

6. The contractor shall be responsible for maintaining and repairing the irrigation systems within the areas covered under this Contract including above and below ground.

7. The contractor will be responsible for replacement of landscape lighting lost or damaged during the term of this Contract. Replacement of lights shall be identical to existing system. Any other damage to electrical components caused by the Contractor shall be the sole responsibility of the contractor to repair or replace with identical parts by a qualified electrician where applicable and in a timely manner.

8. Any damage to the road, facilities, sewers, utilities, irrigation systems, plant material or vegetation caused by the contractor shall be repaired at the expense of the contractor to the satisfaction of Boynton Beach. Failure to restore said damages within three (3) working days following notification shall result in a deduction from the next invoice of the City's expenses incurred by the City for labor, material or equipment to restore the property to its original condition.

9. The contractor shall be responsible for scheduling work in accordance with frequencies and other requirements stipulated in this Contract.

10. All subject areas shall be mowed, and all hedges, trees, and palms shall be trimmed to the designated height and width specifications as described in this Contract.

11. Due to the varying widths of medians in the right of ways, the area calculation is an estimate. Maps are for orientating a contractor with work areas and are not to be used for actual maintenance area quantities. Any discrepancies or disagreements concerning quantities shall be mutually resolved prior to payment; however, the City shall make the final determination.

12. There shall be no mowing on holidays or Sundays. Work on these days will require advanced approval from the Public Works Director or their designee.

13. Areas to be mowed and/or maintained are located on the Facility Location Maps and schedule of values sheets. Where the area boundary is unclear, contractor is responsible for obtaining directions from the Public Works Director or their designee.

14. All mowing equipment and vehicles shall display name of company so it can be easily seen.

15. Areas that are saturated with standing water to the point that equipment may damage the turf and or cause an unsightly appearance shall be brought to the attention of the Public Works Director or their designee to schedule a meeting at the site.

16. A supervisor shall be available at all times for phone contact by the City (Monday through Saturday, 7:00 a.m. to 6:00 p.m.) This same supervisor shall contact or meet with Public Works Director or their designee on a weekly basis to report on work plans and progress from previous week and report any issues that may have arisen and could negatively affect work progress.

C. MOW, EDGE, TRIM AND CLEAN

1. Absolutely no grass shall be blown into waterways, inlets, roads, sidewalk, etc.

2. All grasses are to be maintained at a height of 3” or 4” while not removing more than 1/3 of the total blade length. “Scalping” will not be tolerated. Specifically, Bahia shall be maintained at a 3” height and St. Augustine maintained at a 4” height

3. Line trimming (edging, mechanical edging, or vertical trimming) shall be done with each mowing around all fixed objects exposed in the turf, including but not limited to irrigation devices, trees, palms, poles/posts and other fixtures common in such settings. Damage to palms, trees, lawns and/or facilities by virtue of careless or excessive line trimming will not be tolerated. The Contractor shall be liable for the repair and/or replacement and/or liquated damages at the City’s discretion for any such damage.

4. Mechanical edging (vertical trimming) of all turf edges abutting sidewalks, driveways, curbs, walkways, patios, fences, roadway edges and all other areas that can be edged will be done before, during or as an immediate operation following each mowing.

5. Damage to trees, lawns and/or facilities by virtue careless or excessive line trimming will not be tolerated. The contractor shall be liable for the repair and/or replacement and/or liquated damages at the City’s discretion for any such damage.

6. All debris shall be removed from the grass area(s) and landscaped beds prior to the commencement of the mowing operation.

7. All debris, including grass clippings generated by the mowing operation shall be removed by vacuuming or raking or other similar means from streets, driveways, walkways, curbs, and ground immediately following each service.

8. Remove all palms fronds, branches and other debris from site after completion of each mowing and trimming cycle.

9. If the contractor misses two or more cycles for any given maintenance area within a 30-day period due to circumstances outside of their control, that area must then be maintained prior to the next scheduled cycle.

10. Weeds in landscaped areas that are taller than landscape material shall be hand pulled. The contractor shall maintain weed-free joints in concrete and paved areas.

D. LITTER

1. The contractor shall ensure that all customary or incidental litter is removed from the work area before any work begins and in the course of other visits as it is encountered.

2. All debris generated during maintenance activities shall be removed from the work area immediately after each service is completed.

3. Cleanup of significant storm damage is not included in the basic Contract and may be treated as a negotiable item, with associated costs charged separately.

E. WEED REMOVAL

1. Contractor shall understand that weed removal work is to be performed as frequently as necessary for the purpose of obtaining a WEED FREE environment at ALL times. Contractor is responsible for keeping all areas weed-free at all times.

2. Each frequency must commence on schedule and is subject to inspection for compliance. Weekly inspections will be performed, and deductions shall be made for areas found not to be weed free. Deductions will be made for incomplete work. There shall be no evidence of dead weeds.

3. Contactor shall supply necessary chemicals as part of the contract at no additional cost. Use caution not to overspray herbicide onto plant material

4. All weed debris is to be removed from the site the same day.

5. Non-compliance of weed removal is subject to verbal warnings, vendor performance reports, deductions and/or contract cancellation.

6. Contractor shall pay particular attention to weed or grass growth in all work areas, including but not limited to pavement edges, curbs, sidewalk joints.

7. Spray or remove weed growth underneath hedges parallel to pathways/sidewalks alongside all roadways associated with this contract. Use caution not to overspray herbicide onto plant material.

F. PRUNING & TRIMMING

1. The contractor shall trim all hedges, bushes, shrubs, and ground covers in accordance with the City's designated height and width specifications. All shrubs, bushes, and hedges within landscaped areas that may impede traffic visibility shall be maintained at a height not exceeding 30 inches above the top of the curb and set back at least 6 inches from the inside edge of the curb or pavement. All trimming debris shall be removed and disposed of offsite on the same day the operation occurs.

2. Trees and palms shall be trimmed to maintain a minimum clearance of 8 feet measured from above the top of the curb or pavement.

3. Palms shall be trimmed to ensure a clean and neat appearance.

4. To ensure unobstructed biking, traffic flow, and maintenance access, all limbs and branches shall be trimmed to a minimum clearance height of 17 feet. Trimming may only occur following a visual inspection and approval by the Director of Public Works or their designee.

G. CURBS, GUARDRAILS, AND NO-CURBING AREAS

1. Plant material or vegetation except turf must be always maintained at least 6 inches behind the back of the curb. Under no circumstances should plant material cover or obstruct the curb line.

2. Curbs adjacent to concrete or asphalt sidewalk shall be kept free of grass, weeds, shrubs, sand, gravel, trash, debris, or any unsightly material.

3. Grass or weeds growing in cracks, joints, or through concrete or asphalt surfaces shall be removed. Blowing or sweeping debris into streets or stormwater inlets is strictly prohibited.

4. Plant material or vegetation except turf shall be maintained at least 3 feet away from guardrails.

5. On any work areas without a curb or gutter, edging shall extend to the edge of the pavement during each maintenance cycle.

H. OVERPASSES, ON/OFF RAMPS, AND SURROUNDING AREAS AT INTERCHANGES

1. Plant material or vegetation except turf must be always maintained at least 3 feet behind the back of the guardrail. Under no circumstances should plant material cover or obstruct the sidewalk or sight visibility.

2. Curbs and sidewalks shall be kept free of grass, weeds, shrubs, sand, gravel, trash, debris, or any unsightly material.

3. Grass or weeds growing in cracks, joints, or through concrete or asphalt surfaces shall be removed.

4. Blowing or sweeping debris into streets or stormwater inlets is strictly prohibited.

5. Plant material or vegetation except turf shall be maintained at least 3 feet away from sidewalk.

6. On any work areas without a curb or gutter, edging shall extend to the edge of the pavement during each maintenance cycle.

I. FERTILIZATION, HERBICIDING, AND PEST CONTROL

The Contractor shall be solely responsible for all fertilization, herbicide, and pest control applications necessary to maintain landscape materials in a healthy, vibrant condition. In accordance with Florida Statutes, the contractor must provide the City of Boynton Beach with a list all employees and subcontractors performing these services. This report must include a valid fertilizer applicator certificate and pesticide applicator license for each individual, along with their respective license or certification numbers. All chemical applications must follow Green Industry Best Management Practices (GI-BMP) to protect local water quality and ensure environmental safety within the City.

1. All work involving the use of chemicals shall be in compliance with all federal, state and local laws and will be accomplished by or under the direction of a person holding a valid Florida Certified Pesticide Applicators License. Application shall be in strict accordance with all governing regulations.

2. A listing of proposed chemicals to include commercial name, application rates and type of usage shall be submitted to the City designee for approval at the beginning of the Contract period. All proposed chemicals shall be approved by the Florida Department of Agriculture. No work shall begin until written approval of use is obtained from the City designee.

3. Chemicals shall only be applied by or under the supervision of those persons processing a valid Florida Certified Pesticide Applicators License. Applications shall be in strict accordance with all governing regulations.

4. Records must be kept and retained (with copies provided to the City in application report) as prescribed by law for the use of pesticides for all operations stating dates, times, methods of applications, chemical formulations, applicators names and weather conditions.

5. Chemicals shall be applied when air currents are “still”, using methods that will prevent drifting onto adjacent property and prevent any toxic exposure to persons whether-or-not they are in or near the maintenance area. No spray applications are permitted when prevailing wind speeds exceed five (5) miles per hour.

6. Any soil, turfgrass or plants contaminated or damaged by misuse of chemicals on the sites will be removed and replaced, with such removal and replacement cost paid for by Contractor.

J. NEW LOCATIONS, ADDITIONAL WORK, DELETED LOCATIONS AND/OR SERVICES

When requested, the contractor shall provide a written cost proposal for any additional or new services or materials required. All new or additional locations shall be maintained in accordance with the existing statement of work or a statement specifically prepared for the new location. The City reserves the right to add, delete, or modify the scope of work as necessary. The contractor shall receive written notification prior to any changes, and pricing adjustments will be negotiated accordingly.

K. OTHER

1. The contractor will not be responsible or liable for the condition of the landscape due to:
   a Freeze
   b Storm Damage
   c Other acts of nature
   d Traffic mishaps

2. In the event the landscape area, including plants and irrigation system, is damaged by a party other than the Contractor, the estimate expenditures for repair, restoration, and/or new installation shall comply with the City Purchasing Policy. Any quotation exceeding the City’s established threshold requires the necessary approval process before work begins. All quotations for the repair, restoration, and/or new installation shall be itemized for review and approval by the Public Works Director or their designee. Invoices of completed work must include itemized material receipts from the supplier.

L. SCHEDULE

All areas shall be maintained a minimum of forty-four (44) times per Fiscal Year (October 1st – September 30th), adhering to the following schedules:

SCHEDULE (44 Cycles)						
Month	October	November	December	January	February	March
Cycles per Month	4	4	3	3	3	3

Month	April	May	June	July	August	September
Cycles per Month	4	4	4	4	4	4
***A cycle consists of 100% completion of all subject areas listed and shown on Exhibit A – Facility Location Maps.**						

3.2 SAFETY PRECAUTIONS

a) All work in public rights-of-way shall be performed in accordance with the Florida Department of Transportation, Palm Beach County and/or City approved MAINTENANCE OF TRAFFIC plan. Costs related to all materials required for said traffic regulation shall be included. Access and passage by all vehicular and pedestrian traffic shall be maintained while work under this proposal is being performed. Blockage will not be permitted for more than 30 minutes without written approval of Boynton Beach Police - Traffic Department.

b) Federal, State and Local environmental regulations shall be followed to minimize the possibility of air, water and soil contamination or other undesirable results.

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SECTION IV – SCOPE OF WORK - IRRIGATION REPAIR, MAINTENANCE, AND WET TESTING SERVICES

4.1 GENERAL REQUIREMENTS

The work consists of furnishing all labor, parts, materials, equipment, tools, service and supervision necessary to properly maintain the areas covered by this contract. All irrigation work shall be supervised by a Contractor.

To be eligible for award of this contract, Contractor must possess at time of bid opening, applicable State and/or County license(s) to legally perform the scope of work.

County: Certificate of Competency - Sprinkler Irrigation And,

Must be able to evidence, within three (3) days of City request, a minimum of five (5) years full time successful landscape maintenance experience under the same Company name and, to have successfully completed or are currently successfully performing a minimum of three (3) landscape contracts of similar size and scope within the past five (5) years with preference for work done in the government sector.

a) Inspections: The entire irrigation system including its materials and parts shall be thoroughly inspected and wet tested for proper coverage by contract at least twice per month.

b) Damage Report: Contractor shall record all damaged system and/or parts, including damage resulting from acts of nature or accidents, and report to the City. Contractor shall provide digital photos and videos, as necessary, to report damage to the City. Contractor shall flag or mark damaged parts and systems to facilitate for later repair.

c) The contractor shall be responsible for maintaining and repairing the irrigation systems within the areas covered under this Contract.

d) Replacement: Any damage to irrigation parts and/or materials including but not limited to pipes, lines, heads, valves and irrigation components caused by the contractor shall be the sole responsibility of the Contractor. The Contractor shall repair or replace the damaged items with identical parts and materials within 48 hours of occurrence. Vegetation that dies due to a lack of irrigation or Contractor negligence must be replaced by the Contractor with the same type of plants, unless an alternative is approved by the Public Works Director or their designee.

e) Adjustments: The Contractor shall be responsible for any adjustments to time clocks or other irrigation control devices. The Contractor shall adjust to maintain full irrigation coverage as needed, including but not limited to, straightening/resetting of misaligned heads and cleaning of nozzles.

f) Parts and Materials: The City will be responsible for paying for only those parts and/or materials that have reached the end of their functional lifespan and are failing due to age-related deterioration rather than misuse or negligence. The Contractor must demonstrate that the irrigation parts and/or materials failed due to age-related deterioration, subject to verification and approval by the Public Works Director or their designee.

SECTION V – SPECIAL PROVISIONS

5.1 STORM DEBRIS REMOVAL AND INCLEMENT WEATHER

1. For storm and significant weather events that DO NOT result in a Presidential or State Declaration of Emergency, the Contractor shall make available to the City upon request, up to two (2) three (3)-person crews, including required equipment, for trash and vegetative debris removal. These services shall be performed following significant weather events, at the City's discretion.

2. The Contractor shall make these services available to the City within 12 hours, whereby the City maintains the right of refusal. In the event the City relinquishes this service, the City may later request such service upon re-evaluation by City staff.

3. **Suspension / Resumption of Services:** Immediately preceding and/or following a storm event, it is possible that certain grounds maintenance services may be suspended for a particular time frame or in a particular area of the City. Such suspension of services shall be requested in writing (including email) by the City; and invoices covering the affected period shall reflect suspended services (e.g. credits for services not provided). Resumption of Services shall be requested by the City in writing and shall resume upon request and shall resume at the next designated frequency or as directed by the City. The Contractor is not permitted to back-charge for skipped services.

4. **Inclement Weather / Poor Conditions:** In the event inclement weather (e.g. heavy rain) or conditions (e.g. standing water) causes the delay of scheduled services, it is the responsibility of the Contractor to resume services as quickly as possible and practical. Any service that is delayed to the point that it is completely skipped shall not be invoiced to the City.

5.2 CONTRACTOR'S ADDITIONAL RESPONSIBILITY

1. The Contractor shall provide sufficient staffing so as to perform work safely and expeditiously with all equipment plainly marked with the company name. All equipment provided pursuant to this agreement shall be in good and proper working order.

2. The Contractor shall provide a qualified English-speaking superintendent present on site at all times. The superintendent shall be a fully authorized agent of the contractor, responsible for overseeing all quality control efforts, coordinating and managing daily work site activities and having full authority to make on site decisions and commitments regarding the Contractors work, its subcontractors and/or vendors. The superintendent shall be satisfactory to the City and shall not be changed except with consent of the project manager.

3. The Contractor shall assign to the work site at least one (1) supervisor capable of making field decisions, interpreting plans, etc. The Contractor shall also provide suitable personnel who shall be available after work hour emergencies and capable of making appropriate decisions. The Contractor shall supply competent and physically capable employees having the requisite skill and experience to perform the work in a workmanlike manner. The City may require the Contractor to remove any employee working for or under the Contractor that the City deems careless, incompetent, insubordinate or otherwise objectionable. The Contractor shall be responsible to the City for the acts and omissions of all subcontractors and personnel working under the Contractor.

4. The Contractor shall be aware that the job may be subject to vehicular and pedestrian traffic at all times of the day and night.

5. Loss of materials or equipment due to theft, vandalism, etc. shall be the responsibility of the Contractor. Any material left on site overnight shall be properly marked and identified in order to ensure public safety.

6. The Contractor is responsible for familiarizing itself with the nature and extent of the Contract Documents, the Work, the locality, and with all local conditions, verifying all pertinent figures and applicable field measurements, and federal, state, and local laws, ordinances, rules and regulations that in any manner may affect cost, progress, or performance of the Work. The Contractor is responsible for making or causing to be made any examinations, investigations, tests and studies as it deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with other terms and conditions of the Contract Document.

7. Before beginning the Work or undertaking each component part of the Work, The Contractor shall carefully study the Contract Documents, Special Conditions, Technical Specification, all pertinent figures and site conditions. The Contractor shall promptly report in writing to the Project Manager and the City any conflict, error or discrepancy which the Contractor may discover and shall obtain a written interpretation or clarification from the Project Manager before proceeding with any Work affected thereby.

8. Unless otherwise provided in the Contract Documents, the Contractor shall provide or cause to be provided and shall pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

9. The Contractor shall keep the City and the Project Manager informed of the progress and quality of work.

10. If requested in writing by the Contractor, the City, with reasonable promptness and in accordance with time limits agreed upon, shall interpret the requirements of the Contract Documents and shall decide (subject to other provisions in the Contract Documents governing claims, disputes and other matters in question) matters relating to performance. Such interpretations and decisions shall be in writing.

11. The Contractor shall correct all Work, which does not conform to the Contract Documents. Non-compliance work and/or Deviations from the Contract Documents, approved permit plans, and/or approved shop drawings/submittal processes shall be considered a material breach of contract and shall not be allowed. Deviations from the Contract Documents and/or document approval process without City's review and approval shall be the Contractors responsibility to remediate/rectify expeditiously to prevent potential negative impacts it may have on the project (delays, cost implications, etc.). Changes that may be approved by the City shall not relieve the Contractor of its contractual obligations to meet all project requirements and obligations in accordance with the Contract Documents.

12. The Contractor warrants to the City the Work will be of good quality, free from faults and defects, and in conformance with the Contract Documents.

13. The Contractor shall give notices and comply with laws, ordinances, rules, regulations and lawful orders of public authorities relating to the scope of work.

14. The Contractor shall be responsible to the City for acts and omissions of the Contractor's employees and parties in privity of contract with the Contractor to perform any portion of the Work, including their agents and employees.

15. Contractor must repair any pavement, concrete, brick pavers, etc., disturbed as a result of any work within the scope of this contract to all applicable codes and City standards.

16. Progress meetings shall be held bi-weekly, or as required by the City Project Manager, for the purpose of coordinating and expediting the project. The Contractor, as a part of his obligations under the Contract, shall attend in person or by an authorized representative to attend and to act on his behalf. The Contractor shall be responsible for the documentation of meeting minutes. A copy of the meeting minutes shall be provided to the City within seven (7) days after each meeting. The City will conduct such meetings and as necessary, with the Contractor's input, issue an agenda.

5.3 LABOR FORCE AND EQUIPMENT

Employees of the Contractor shall, at all times, be under Contractor's sole direction and are not employees or agents of the City. The Contractor shall supply competent and physically capable employees. The City may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Contractor shall be responsible to the City for the acts and omissions of all employees working under its directions.

1. A representative of the Contractor for the purpose of contact during regular workhours, after-hours, weekends and holidays must be identified. The named representative shall be understood and agreed by both parties to be the contact person for Contractor. Said representative(s) shall be on-site, in a supervisory position, at all times during which work is being performed. Additionally, said supervisor shall be fully fluent in the English language and shall be able to maintain effective communications with all crewmembers under said supervisor's control. All personnel shall wear proper attire during City service performance, including any applicable and required Occupational Safety and Health Administration (OSHA) safety articles or equipment.

2. The Contractor is responsible, at least once every six months and at the direction of the City, to provide a list of employees and/or subcontractors working within the City of Boynton Beach with any certifications or licenses required by State or Federal Regulations. Such certifications or licenses include, but are not limited to, Pesticide Applicator Licenses ("Spray License"), Commercial Fertilizer Applicator Licenses, Sports Turf Management Certification, etc. Such report shall include the names of the employees and any relevant license or certification numbers.

3. Contractor, at its sole cost and expense, shall furnish and maintain all Equipment as is considered reasonably necessary to perform the work in an acceptable manner to the City and at a satisfactory rate of progress.

4. All equipment, including, but not limited to mowers, blades, trimmers, hedgers, etc. shall be kept clean, maintained, and well-adjusted to provide a clean cut. The equipment shall be maintained in a safe and efficient working condition throughout the term of the Contract and

any renewal period. Contractor shall establish a regular preventative maintenance program for all Equipment and shall maintain records of preventative maintenance and other maintenance repairs to the Equipment.

5. Contractor shall use appropriately sized and configured equipment for all designated areas including, but not limited to tight areas, inclines, curbed areas, in or near traffic areas, etc. to ensure proper landscape maintenance as well as the safety of its employees and the public.

6. Contractor shall be responsible for initiating, maintaining and supervising all maintenance programs, safety precautions and programs, in connection with the work and services performed hereunder. Contractor shall establish reasonable procedures and programs to prevent property loss or damage and/or personal injury to persons, including, but not limited to, employees performing such work and all other persons who may be affected hereby.

5.4 ANCILLARY SERVICES

1. Plant Removal including trees and palms: Contractor shall provide a cost for removal of established plants (per plant). Cost shall include all equipment, materials, labor, and legal disposal of removed plant materials.

2. Turfgrass or grass Removal: Contractor shall provide a cost for removal of turfgrass (per square foot). Cost shall include all equipment, materials, labor, and legal disposal of removed turfgrass.

3. Plant Installation including trees and palms: Contractor shall provide separate pricing for the per unit cost of installation and a current per unit cost of each item requested.

4. Turfgrass or SOD Installation: Includes necessary prep work, installation, and care until established. Typical turfgrass or SOD includes Bahia and Saint Augustine.

5. Land Clearing: Contractor shall provide separate pricing for clean-up of designated land. Cost shall include all equipment, materials, labor, and legal disposal of removed garbage/debris, and vegetative materials. Price should be provided as cost per square foot. The City will consider land clearing as an option, which will not impact the final evaluation total.

6. New Irrigation Installation: Contractor shall provide separate pricing for per-unit cost of installation and the material mark-up percentage.

7. Hurricane Preparation: Contractor shall provide separate pricing for hurricane preparation, including thinning tree canopies and palms and removing dead or diseased branches to reduce wind resistance and minimize projectiles.

8. Mulch Installation: The Director of Public Works or their designee shall provide sole authorization regarding the timing, location, and method of mulch application and maintenance.

   Mulch, shell or other ground covering should not be included in bidders per service price, but as separate option pricing as indicated in ADDITION/DELETION COST BREAKDOWN page of the Bid Response Pages. NOTE: The cost of materials and labor for mulch are a separate line item on the Bid Response Page and should not be incorporated in the service cost per location price. Bid shall consist of the installation of mulch in a uniformly applied application

of a minimum of 3" deep, except for play areas and around play equipment which will be determined by the fall height guidelines in accordance with the International Play Equipment Manufacturer's Association (IPEMA).

Guidelines for Mulch Application (if applicable): At no time shall different mulch material(s) be applied over an existing type of mulch unless approved by the Director of Public Works or their designee. Mulch shall be installed during November and December of each award year and must be installed within thirty (30) working days. A minimum mulch depth of three inches (3") shall be applied upon approval. Awardee shall supply all mulch, labor and equipment. Mulching material shall be horticultural grade "shredded Grade A". No cypress mulch shall be used. Mulch shall be Florida Eco-Mulch, eucalyptus, or other Parks and Grounds Maintenance Department approved material. Mulch color material shall be determined by Director of Public Works or their designee.

Frequency: Annually per location or as directed by the Director of Public Works or their designee. It is the awardee's responsibility to maintain a consistent mulch area all year long. If areas are damaged or washouts occur, the awardee will replace the mulch in that area as part of this BID.

a. At no time will mulch be allowed to flow into a street or over curb lines.

b. Mulch must be free from any foreign matter, weeds, seeds, or insects and must not contain large pieces of bark or more than 10% bark by volume.

c. All areas where mulch is to be installed must first be clear of all weeds.

d. Existing mulch that is 3 inch or thicker must be removed prior to the installation of new mulch.

e. Mulch shall be placed 3 inches away from base of plant.

f. Mulch shall be placed 6 inches from tree and/or palm trunks.

g. Mulch (for common areas/plant beddings) must meet requirements of FS Q-P 166E Class B for coarseness classification and be horticultural grade "shredded Grade A". Mulch (for play areas) must be in compliance with the American with Disabilities Act (ADA), the Architectural Barriers Act (ABA) Standard approved and International Play Equipment Manufacturer's Association (IPEMA) certified.

5.5 PERFORMANCE BASED CONTRACTING

1. Satisfactory Service Required

The City of Boynton Beach has embraced the concept of Performance Based Contracting. Under this model of Performance Based Contracting, satisfactory performance will result in the City's exclusive use of the Contractor for all contractual purchases for the full period specified as the contract term. Unsatisfactory performance by the Contractor shall result in the Contractor's loss of exclusivity. If, in the sole judgment of the City, the Contractor is not providing satisfactory service, the exclusive contractual relationship between the City and the Contractor may be terminated, without penalty, by the City at any time after it has purchased the guaranteed volume of goods or services as specified in the Specifications/Statement of Work herein. The principle of Performance Based Contracting, however, does not negate the

right of the City to terminate the contract under the standard terms and conditions covering "contract termination" herein.

2. **Performance**

The City is sole judge of non-performance. Failure of Contractor to comply with conditions, terms, specifications, and requirement of this Proposal is just cause for termination of the agreement. The City, in cooperation with the successful Contractor, shall develop a "Contract Report Card", which will be utilized by agency personnel in the evaluation of the Contractor's performance. In the event that the Contractor does not receive a passing evaluation, the Contractor will be provided with an opportunity to correct any deficiencies within two (2) weeks after being notified of such deficiencies. Failure to correct such deficiencies may result in the Contractor's loss of its exclusive right to do business with the City.

3. **LIQUIDATED DAMAGES**

The Contractor acknowledges that time is of the essence in the performance of the tasks in this solicitation. If the contractor fails to complete the work within the agreed upon time frame, not including approved weather delays, the Contractor will be assessed liquidated damages by the City as compensation for the operational impact the City incurred due to the Contractor's failure to complete the work within a timely manner.

The parties agree that damages consequent to a breach of this section are not readily ascertainable at the time of execution of this Agreement and agree that designated amounts per day and/or per location is an amount proportionate to the cost incurred by the City as a result of such breach. The parties agree that this amount is not intended as punitive damages.

4. **Financial Consequences**

Contractor is responsible for ensuring that all work is done to the specifications as outlined in this document and as requested by the City. Contractor is further responsible for maintaining a safe work environment for workers, pedestrians, and traffic, which includes ensuring that all litter, waste, and debris at all work locations is properly handled, collected, and/or disposed of. Contractor shall ensure that all job sites are safe for pedestrians, bicycles, and vehicular traffic prior to leaving the job site.

The City reserves the right to assess a financial consequence if it is determined that the contractor has not performed the deliverables or complied with the requirements of this solicitation.

Item No.	Service Deliverable	Service Level Expectation	Measurement Period	Financial Consequence	Measurement Verification
1	Rectify Hazardous Situation	Clear obstructed sightlines in intersections; obstructions / trip hazards in side-walks, walkways, and paths	within three (3) hours of notification	$250.00 / day	Contractor will respond within time frame and clear hazardous situation

2	Litter and Debris	Debris pick up within 24 hours of notification (litter, trimmings, excessive grass clippings, mulch on sidewalks, etc.)	Within 24 hours of notification	$250 per day until corrected	Contractor will clear debris & excess tree or grass trimmings, and/or mulch after service & within 24 hr. of notification
3	Irrigation Maintenance & Wet Testing	Perform irrigation repair & complete monthly inspection, including written damage report	Per notification	$50 per location per day until corrected	Contractor will perform repairs and /or monthly inspections
4	Landscape Maintenance	Maintain the landscape according to standards and/or frequency	Per notification of missed service	$100 per day until corrected	Contractor will adhere to standards and frequency.

5. **Contractor Evaluation Form**

The City shall formally evaluate Contractor on an ongoing basis during the term of the Agreement. The Project Manager shall evaluate the Contractor using a Performance Evaluation Form, which will evaluate the Contractor's level of service. Evaluation criteria for the Performance Evaluation Form will be developed by City, with input from Contractor. The City will periodically meet with the Contractor to discuss the results of the Performance Evaluation Form evaluation for that period. A sample Performance Evaluation Form is included as part of this bid document. The Project Manager may appoint a separate committee of contact stakeholders to individually submit Performance Evaluation Form for evaluations. The Contractor shall maintain an average score of 70% or above. In the event that the score falls below 70% for two successive quarters, the Contractor shall lose their rights to exclusivity under the Agreement.

6. **Use of Supplement Agreements**

The City reserves the right to award additional agreements for Citywide Landscape Maintenance Services after attainment of the minimum contractual guarantee due to unsatisfactory performance by Contractor**.** Awards may be made under this solicitation for a period of Ninety (90) calendar days from contract award for landscape services, subject to mutual agreement between the City and the applicable Contractor. The award of subsequent additional agreements under this solicitation could be required based on changes to the City's requirements, or if the original Contractor fails to perform within the expectations of the City. Please note that additional awards shall not be made until the minimum contractual guarantee has been met, (90 calendar days), unless the original Contractor is defaulted for non-performance during that period.

5.6 SECURITY AND ACCESS

All contract/sub-contract employees will display City issued photo identification badges while working on City premises. No contract/sub-contract employee will be allowed access to any City facilities area without displaying the required City issued photo identification badge, wearing uniform shirts clearly identifying the company's name, and wearing closed toe, rubber soled shoes at all times. Also, while shorts are acceptable, they cannot be more the 3" above the knee caps.

The contractor/sub-contractor will work in several areas which are:

a) Under secured access
b) Shall be maintained in secure condition and will be locked immediately upon the contractor completing their work.
c) Generally opened to the public for meetings, rentals, and other uses.

5.7 SUB-CONTRACTING

If a vendor intends to sub-contract any portion of this bid for any reason, the name and address of the subcontracting firm must be submitted with the bid or prior to use for approval. No sub-contracting will take place prior to bid-awarded vendor furnishing this information and receiving written approval from the COBB. Subcontractors will be required to conform to the Jessica Lunsford Act as noted in the Instructions to Bidders document of this bid.

The Purchasing Department reserves the right to reject a subcontractor who previously failed in the proper performance of an award or failed to deliver on-time contracts of a similar nature, or who is not in the position to perform this award. The Contract Administrator reserves the right to inspect all facilities of any subcontractor in order to make determination as to the foregoing. The subcontractor will be equally responsible for meeting all requirements specified in this Invitation to Bid. Vendors are encouraged to seek minority and women business enterprises for participation in sub-contracting opportunities. The sub-contractor shall be equally responsible for meeting all requirements specified in this Invitation to Bid.

5.8 PAYMENT TERMS

Payment will be made after the goods/services from the awarded vendor have been received/completed; inspected and found to comply with award specifications, free of damage or defect; and a properly billed invoice is received and processed in the Financial Services Department.

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SECTION VI – STANDARD GENERAL TERMS AND PROVISIONS

Unless otherwise agreed to by the City of Boynton Beach ("City"), the following Standard Terms and Conditions are applicable to this solicitation and the resulting Agreement. The term "vendor," as used below, may collectively apply to vendors, bidders, proposers, consultants, contractors, subcontractors, and subconsultants.

6.1 DISPUTES

In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City Manager shall be final and binding on both parties.

6.2 COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY

The Proposer certifies that all material, equipment, etc., contained in this proposal meets all O.S.H.A. requirements. Proposer further certifies that if awarded as the Consultant, and the material equipment, etc. delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on the date of delivery, all costs necessary to bring the materials, equipment, etc., into compliance with the aforementioned requirements shall be borne by the Proposer.

Proposer certifies that all employees, subcontractors, agents, etc. shall comply with all O.S.H.A. and State safety regulations and requirements.

6.3 PALM BEACH COUNTY INSPECTOR GENERAL

The Proposer and, if awarded Consultant, is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any Agreement resulting from this solicitation and, in furtherance thereof, may demand and obtain records and testimony from the Consultant and its sub-consultant and lower-tier sub-consultants.

The Consultant understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Consultant or its sub-consultants or lower-tier sub-consultants to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this Agreement justifying its termination.

6.4 OTHER AGENCIES

Any Agreement(s) resulting from this RFP and from this submitted proposal may, upon mutual agreement, permit any municipality or other governmental agency to participate in the Agreement under the same prices, terms, and conditions if agreed to by both parties.

It is understood that at no time will any city, county, municipality, or other agency be obligated to place an order for any other city, county, municipality, or agency, nor will any city, county municipality, or agency be obligated for any bills incurred by any other city, county, municipality, or agency.

Further, it is understood that each agency will issue its own purchase order or contract to the awarded Proposer(s).

6.5 VENUE AND GOVERNING LAWS

Any and all legal actions arising from or necessary to enforce this solicitation and resulting Agreement will be held exclusively in Palm Beach County and shall be interpreted according to the laws of Florida.

6.6 NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

The City is committed to assuring equal opportunity in awarding orders/contracts and complies with all laws prohibiting discrimination.

During the performance of the Agreement, the Consultant and its sub-consultants shall not discriminate against any employee or applicant for employment because of race, color, sex, including pregnancy, religion, age, national origin, ancestry, marital status, political affiliation, familial status, sexual orientation, gender identity, expression, or disability if qualified.

The Consultant will take affirmative action to ensure that employees and those of its sub-consultants are treated during employment, without regard to their race, color, sex, including pregnancy, religion, age, national origin, ancestry, marital status, political affiliation, familial status, sexual orientation, gender identity, expression, or disability if qualified.

Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Consultant and its sub-consultants shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

The Consultant further agrees that they will ensure that all sub-consultants, if any, will be made aware of and will comply with this nondiscrimination clause.

The Consultant understands and agrees that a material violation of this section shall be considered.

6.7 INDEPENDENT CONTRACTOR RELATIONSHIP:

The Proposer and, if awarded Consultant, is, and shall be, in the performance of all work, services, and activities under this solicitation and the resulting Agreement, an independent Contractor and not an employee or agent of the City. All persons engaged in any of the work or services performed pursuant to the Agreement shall, at all times and in all places, be subject to the Consultant's sole direction, supervision, and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects, the Consultant's relationship, and the relationship of its employees, to the City shall be that of an independent contractor and not as employees or agents of the City.

6.8 OMISSION OF DETAILS

Omission of any essential details from the terms or specifications contained herein will not relieve the responding Firm of supplying such product(s) or service as specified.

6.9 LEGAL EXPENSES:

The City shall not be liable to a Proposer for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of the Agreement, or any other matter generated by or relating to the Agreement.

6.10 NO THIRD-PARTY BENEFICIARIES:

No provision of this RFP or agreement/contract to follow with Consultant 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 the agreement/contract, including but not limited to any citizen or employees of the City and/or Proposer.

6.11 DISCRIMINATORY VENDOR LIST

An entity or affiliate who has been placed on the discriminatory vendor list may not: obtain an agreement/contract to provide goods or services to a public entity; construct or repair of a public building or public work; lease real property to a public entity; award or perform work as a vendor, supplier, or vendor under agreement/contract with any public entity; nor transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

6.12 NON-EXCLUSIVE

As may be applicable, the City reserves the right to acquire some or all of these goods and services through a State of Florida contract pursuant to the City's Procurement Policy, 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 an agreement/contract may be awarded.

Additionally, the City reserves the right to award other agreements for goods and services falling within the scope of this solicitation and resultant Agreement when the specifications differ from this solicitation or resultant Agreement, or for goods and services specified in this solicitation when the scope substantially differs from this solicitation or resultant Agreement.

6.13 BUSINESS INFORMATION

If a proposing firm is a Joint Venture for the goods/services described herein, the Proposer shall, upon request of the City, provide a copy of the Joint Venture Agreement signed by all parties.

6.14 FEDERAL AND STATE TAX

The City of Boynton Beach is exempt from Federal and state taxes.

6.15 ON PUBLIC ENTITY CRIMES

All Request for Proposals as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

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

6.16 PROHIBITED TELECOMMUNICATIONS EQUIPMENT

Proposer represents and certifies that Proposer and all Sub-consultants do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Proposer represents and certifies that

Proposer and all Sub-consultants shall not provide or use such covered telecommunications equipment, system, or services during the Term.

6.17 RIGHTS IN DATA

Except if otherwise agreed to in writing, the City shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Proposer pursuant to the terms of this solicitation, including but not limited to reports, memoranda or letters concerning the research and reporting tasks required.

6.19 DOCUMENTATION OF COSTS

All costs submitted shall be supported by properly executed payrolls, time records, invoices, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the resulting contract/agreement shall be clearly identified and regularly accessible and provided to the City upon request.

6.20 ENDORSEMENTS

No endorsements by the City of the goods and/or services will be used by the Proposer in any way, manner, or form.

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SECTION VII – GRANT FUNDED PROJECTS

7.1 APPLICABILITY

This section is only applicable upon a Presidential Disaster Declaration for post disaster – related expenses.

7.2 GENERAL GRANT INFORMATION

This project will be partially or fully funded through a federal grant that will be awarded to the City of Boynton Beach ("City"). Therefore, Contractors must comply with all provisions listed within the grant requirements. Contractors should familiarize themselves with all regulations and requirements contained below and in 2 C.F.R. Part 200, along with Appendix II, before submitting a response.

All references to a "Non-Federal Entity" herein shall be construed to mean the City of Boynton Beach (CITY), it's officers, employees, and elected officials.

By submitting a proposal for this project, Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and City orders, statutes, ordinances, rules, and regulations which may pertain to the Services required under the Agreement, including but not limited to the following:

Data is current as of May 4, 2026

Included herein:

Title 2 → Subtitle A → Chapter II → Part 200

Title 2: Grants and Agreements

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards 200.318 (a-b) GENERAL PROCUREMENT STANDARDS

The CITY has documented procurement procedures and will conform to the procurement standards identified in §§ 200.317 through 200.327. In accordance with the requirements of this grant/s, the CITY shall maintain oversight to ensure that Contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

Title 2 CFR Part 200 requires that the using agency take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Section 200.321 requires the non-Federal entity (City of Boynton Beach) to take the following necessary affirmative steps in its procurement process:

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

The Contractor must handle all Citywide Landscape activities as outlined in this RFP in the City of Boynton Beach, Florida in accordance with applicable regulations of the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Florida Department of Health (FDH), Natural Resources Conservation Services (NRCS), South Florida Water Management District (SFWMD), and the Florida Department of Environmental Protection (FDEP) in conjunction with the City's needs. The Contractor shall have an excellent understanding of the documentation involved for the reimbursement from FEMA, FHWA, or Other Federal Agencies, and the State relief programs to make the process of cost recovery efficient and accurate. The processes and documentation required will be in strict compliance with FEMA, FHWA, or Other Federal Agencies, and other State relief programs regulations regarding eligibility.
Contracts must meet rules for Federal grants, as provided for in Title 2, C.F.R. § 200 for contracts awarded by non-Federal Entities under Federal Awards which are incorporated herein by reference as if enumerated herein in their entirety in order to be eligible for reimbursement under the Public Assistance Program. This proposal is solicited in accordance with the Procurement Requirements as shown in Title 2 C.F.R. § 200 as detailed in ATTACHMENT A to this document and shall apply to all contracts issued pursuant to this Request for Proposal.

Prime Contractors shall be required to follow all of the requirements of 2 C.F.R. Appendix II in the execution of this Contract and shall require and enforce similar compliance with all sub-contractors.

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Attachment A – REQUIREMENTS FOR PROJECTS FUNDED BY FEDERAL GRANTS

THIS EXHIBIT APPLIES ONLY TO PROJECTS UTILIZING FEDERAL FUNDING AND DOES NOT APPLY TO PROJECTS THAT DO NOT UTILIZE FEDERAL FUNDING

§ 200.317 Procurements by states and Indian Tribes.

When conducting procurement transactions under a Federal award, a State or Indian Tribe must follow the same policies and procedures it uses for procurements with non-Federal funds. If such policies and procedures do not exist, States and Indian Tribes must follow the procurement standards in §§ 200.318 through 200.327. In addition to its own policies and procedures, a State or Indian Tribe must also comply with the following procurement standards: §§ 200.321, 200.322, 200.323, and 200.327. All other recipients and subrecipients, including subrecipients of a State or Indian Tribe, must follow the procurement standards in §§ 200.318 through 200.327.

§ 200.318 General procurement standards.

(a) ***Documented procurement procedures.*** The recipient or subrecipient must maintain and use documented procedures for procurement transactions under a Federal award or subaward, including for acquisition of property or services. These documented procurement procedures must be consistent with State, local, and tribal laws and regulations and the standards identified in §§ 200.317 through 200.327. (b) Non-Federal entities must maintain oversight to ensure that Contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(b) ***Oversight of contractors.*** Recipients and subrecipients must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c) ***Conflicts of interest.***

(1) The recipient or subrecipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from Contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The recipient's or subrecipient's standards of conduct must also provide for disciplinary actions to be applied for violations of such standards by its employees, officers, or agents or board members.

(2) If the recipient or subrecipient's has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of

interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) ***Avoidance or unnecessary or duplicative items.*** The recipient's or subrecipient's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) ***Procurement arrangements using strategic sourcing.*** When appropriate for the procurement or use of common or shared goods and services, recipients and subrecipients are encouraged to enter into State and local intergovernmental agreements or inter-entity agreements for procurement transactions. These or similar procurement arrangements using strategic sourcing may foster greater economy and efficiency. Documented procurement actions of this type (using strategic sourcing, shared services, and other similar procurement arrangements) will meet the competition requirements of this part.

(f) ***Use of excess and surplus Federal property.*** The recipient or subrecipient is encouraged to use excess and surplus Federal property in stead of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) ***Use of value engineering clauses.*** When practical, the recipient or subrecipient is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering means analyzing each contract item or task to ensure its essential function is provided at the overall lowest cost.

(h) ***Responsible contractors.*** The recipient or subrecipient must award contracts only to responsible Contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. The recipient or subrecipient must consider contractor integrity, public policy compliance, proper classification of employees (see the Fair Labor Standards Act, 29 U.S.C. 201, chapter 8), past performance record, and financial and technical resources when conducting a procurement transaction. See also § 200.214.

(i) ***Procurement records.*** The recipient or subrecipient must maintain records sufficient to detail the history of each procurement transaction. These records must include the rationale for the procurement method, contract type selection, contractor selection or rejection, and the basis for the contract price.

(j) ***Time-and-materials type contracts.***

(1) The recipient and subrecipient may use a time-and-materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the Contractor exceeds at its own risk. Time-and-materials type contract means a contract whose cost to a recipient and subrecipient is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Because this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the Contractor for cost control or labor efficiency.

Therefore, each contract must set a ceiling price that the Contractor exceeds at its own risk. Further, the recipient or subrecipient awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the Contractor is using efficient methods and effective cost controls.

(k) ***Settlement of contractual and administrative issues.*** The recipient or subrecipient is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the recipients or subrecipients of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the recipient or subrecipient unless the matter is primarily a Federal concern. The recipient or subrecipient must report violations of law to the Federal, State, or local authority with proper jurisdiction.

(l) Examples of labor and employment practices.

(1) The procurement standards in this subpart do not prohibit recipients or subrecipients from:

(i) Using Project Labor Agreements (PLAs) or similar forms of pre-hire collective bargaining agreements;

(ii) Requiring construction contractors to use hiring preferences or goals for people residing in high-poverty areas, disadvantaged communities as defined by the Justice40 Initiative (see OMB Memorandum M-21-28), or high-unemployment census tracts within a region no smaller than the county where a federally funded construction project is located. The hiring preferences or goals should be consistent with the policies and procedures of the recipient or subrecipient, and must not prohibit interstate hiring;

(iii) Requiring a contractor to use hiring preferences or goals for individuals with barriers to employment (as defined in section 3 of the Workforce Innovation and Opportunity Act (29 U.S.C. 3102(24)), including women and people from underserved communities as defined by Executive Order 14091;

(iv) Using agreements intended to ensure uninterrupted delivery of services; using agreements intended to ensure community benefits; or

(v) Offering employees of a predecessor contractor rights of first refusal under a new contract.

(2) Recipients and subrecipients may use the practices listed in paragraph (1) if consistent with the U.S. Constitution, applicable Federal statutes and regulations, the objectives and purposes of the applicable Federal financial assistance program, and other requirements of this part.

§ 200.319 Competition.

(a) All procurement transactions under a Federal award must be conducted in a manner providing full and open competition consistent with the standards of this section and § 200.320.

(b) To ensure objective Contractor performance and eliminate unfair competitive advantage, Contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements.

(c) Examples of situations that may restrict competition include, but are not limited to:

(1) Placing unreasonable requirements on firms in order for them to qualify to do business;

(2) Requiring unnecessary experience and excessive bonding;

(3) Noncompetitive pricing practices between firms or between affiliated companies;

(4) Noncompetitive contracts to Contractors that are on retainer contracts;
(5) Organizational conflicts of interest;
(6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
(7) Any arbitrary action in the procurement process.

(d) The recipient or subrecipient must have written procedures for procurement transactions. These procedures must ensure that all solicitations:
(1) Are made in accordance with § 200.319(b);
(2) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and
(3) Identify any additional requirements which the offerors must fulfill and all other factors that will be used in evaluating bids or proposals.

(e) The recipient or subrecipient must ensure that all prequalified lists of persons, firms, or products used in procurement transactions are current and include enough qualified sources to ensure maximum open competition. When establishing or amending prequalified lists, the recipient or subrecipient must consider objective factors that evaluate price and cost to maximize competition. The recipient or subrecipient must not preclude potential bidders from qualifying during the solicitation period.

(f) To the extent consistent with established practices and legal requirements applicable to the recipient or subrecipient, this subpart does not prohibit recipients or subrecipients from developing written procedures for procurement transactions that incorporate a scoring mechanism that rewards bidders that commit to specific numbers and types of U.S. jobs, minimum compensation, benefits, on-the-job-training for employees making work products or providing services on a contract, and other worker protections. This subpart also does not prohibit recipients and subrecipients from making inquiries of bidders about these subjects and assessing the responses. Any scoring mechanism must be consistent with the U.S. Constitution, applicable Federal statutes and regulations, and the terms and conditions of the Federal award.

(g) Noncompetitive procurements can only be awarded in accordance with § 200.320 (c).

§ 200.320 Procurement methods.

There are three types of procurement methods described in this section: informal procurement methods (for micro-purchases and simplified acquisitions); formal procurement methods (through sealed bids or proposals); and noncompetitive procurement methods. For any of these methods, the recipient or subrecipient must maintain and use documented procurement procedures, consistent with the standards of this section and §§ 200.317, 200.318, and 200.319.

(a) ***Informal procurement methods for small purchases***. These procurement methods expedite the completion of transactions, minimize administrative burdens, and reduce costs.

Informal procurement methods may be used when the value of the procurement transaction under the Federal award does not exceed the simplified acquisition threshold as defined in § 200.1. Recipients and subrecipients may also establish a lower threshold. Informal procurement methods include:

(1) ***Micro-purchases*** -

(i) ***Distribution.*** The aggregate amount of the procurement transaction does not exceed the micro-purchase threshold defined in § 200.1. To the extent practicable, the recipient or subrecipient should distribute micro-purchases equitably among qualified suppliers. (ii) Micro-purchase awards. Micro-purchases may be awarded without soliciting competitive price or rate quotations if the non-Federal entity considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly. Purchase cards can be used for micro-purchases if procedures are documented and approved by the non-Federal entity.

(ii) ***Micro purchase awards.*** Micro-purchases may be awarded without soliciting competitive price or rate quotations if the recipient or subrecipient considers the price reasonable based on research, experience, purchase history, or other information; and maintains documents to support its conclusion. Purchase cards may be used as a method of payment for micro-purchases.

(iii) ***Micro-purchase thresholds***. The recipient or subrecipient is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by the recipient or subrecipient must be authorized or not prohibited under State, local, or tribal laws or regulations. The recipient or subrecipient may establish a threshold higher than the Federal threshold established in the Federal Acquisition Regulations (FAR) in accordance with paragraphs (a)(1)(iv) and (v) of this section.

(iv) ***Recipient or subrecipient increase to the micro-purchase threshold up to $50,000*** The recipient or subrecipient may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this section. The recipient or subrecipient may self-certify a threshold up to $50,000 on an annual basis and must maintain documentation to be made available to the Federal agency or pass-through entity and auditors in accordance with § 200.334. The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:

(A) A qualification as a low-risk auditee, in accordance with the criteria in § 200.520 for the most recent audit;
(B) An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or,
(C) For public institutions, a higher threshold consistent with State law.

(v) ***Recipient or subrecipient increase to the micro-purchase threshold over $50,000.*** Micro-purchase thresholds higher than $50,000 must be approved by the cognizant agency for indirect costs. The recipient or subrecipient must submit a request that includes the requirements in paragraph (a)(1)(iv) of this section. The increased threshold is valid until any factor that was relied on in the establishment and rationale of the threshold changes.

(2) ***Simplified acquisitions*** -

(i) ***Simplified acquisition procedures.*** The aggregate dollar amount of the procurement transaction is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If simplified acquisition procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources. Unless specified by the Federal agency, the recipient or subrecipient may exercise judgment in determining what number is adequate.

(ii) ***Simplified acquisition thresholds.*** The recipient or subrecipient is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk and its documented procurement procedures which may be lower than, but must not exceed, the threshold established in the FAR.

(b) ***Formal procurement methods.*** Formal procurement methods are required when the value of the procurement transaction under a Federal award exceeds the simplified acquisition threshold of the recipient or subrecipient. Formal procurement methods are competitive and require public notice. The following formal methods of procurement are used for procurement transactions above the simplified acquisition threshold determined by the recipient or subrecipient in accordance with paragraph (a)(2)(ii) of this section:

(1) ***Sealed bids.*** This is a procurement method in which bids are publicly solicited through an invitation and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid conforms with all the material terms and conditions of the invitation and is the lowest in price. The sealed bids procurement method is preferred for procuring construction services.

(i) For sealed bidding to be feasible, the following conditions should be present:

(A) A complete, adequate, and realistic specification or purchase description is available;

(B) Two or more responsible bidders have been identified as willing and able to compete effectively for the business; and

(C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally based on price.

(ii) If sealed bids are used, the following requirements apply:

(A) Bids must be solicited from an adequate number of qualified sources, providing them with sufficient response time prior to the date set for opening the bids. Unless specified by the Federal agency, the recipient or subrecipient may exercise judgment in determining what number is adequate. For local governments, the invitation for bids must be publicly advertised.

(B) The invitation for bids must define the items or services with specific information, including any required specifications, for the bidder to properly respond;

(C) All bids will be opened at the time and place prescribed in the invitation for bids. For local governments, the bids must be opened publicly.

(D) A firm-fixed-price contract is awarded in writing to the lowest responsive bid and responsible bidder. When specified in the invitation for bids, factors such as discounts, transportation cost, and life-cycle costs must be considered in determining which bid is the lowest. Payment discounts must only be used to determine the low bid when the recipient or subrecipient determines they are a valid factor based on prior experience.

(E) The recipient or subrecipient must document and provide a justification for all bids it rejects.

(2) ***Proposals.*** This is a procurement method used when conditions are not appropriate for using sealed bids. This procurement method may result in either a fixed-price or cost-reimbursement contract. They are awarded in accordance with the following requirements:

(i) Requests for proposals require public notice, and all evaluation factors and their relative importance must be identified. Proposals must be solicited from multiple qualified entities. To the maximum extent practicable, any proposals submitted in response to the public notice must be considered.

(ii) The recipient and subrecipient must have a written method for conducting technical evaluations of the proposals received and making selections;

(iii) Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the recipient or subrecipient considering price and other factors; and

(iv) The recipient or subrecipient may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby the offeror's qualifications are evaluated and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. The method may not be used to purchase other services provided by A/E firms that are a potential source to perform the proposed effort.

(c) ***Noncompetitive procurement.*** There are specific circumstances in which the recipient or subrecipient may use a noncompetitive procurement method. The noncompetitive procurement method may only be used if one or more of the following circumstances applies:

(1) The aggregate amount of the procurement transaction does not exceed the micro-purchase threshold (see paragraph (a)(1) of this section);

(2) The procurement transaction can only be fulfilled by a single source;

(3) The public exigency or emergency for the requirement will not permit a delay resulting from providing public notice of a competitive solicitation;

(4) The recipient or subrecipient requests in writing to use a noncompetitive procurement method, and the Federal agency or pass-through entity provides written approval; or

(5) After soliciting several sources, competition is determined inadequate.

§ 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) When possible, the recipient and subrecipient should ensure that small businesses, minority businesses, women's business enterprises, veteran owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered as set forth below.

(b) Such consideration means:

(1) These business types are included on solicitation list's;

(2) These business types are solicited whenever they are deemed eligible as potential sources;

(3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types;

(4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;

(5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring a contractor under a Federal award to apply this section to subcontracts.

§ 200.322 Domestic preferences for procurements.

(a) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

§ 200.323 Procurement of recovered materials.

(a) A recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act,

as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

§ 200.324 Contract cost and price.

(a) The recipient or subrecipient must perform a cost or price analysis for every procurement transaction, including contract modifications, in excess of the simplified acquisition threshold. The method and degree of analysis conducted depend on the facts surrounding the particular procurement transaction. For example, the recipient or subrecipient should consider potential workforce impacts in their analysis if the procurement transaction will displace public sector employees. However, as a starting point, the recipient or subrecipient must make independent estimates before receiving bids or proposals.

(b) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that the costs incurred or cost estimates included in negotiated prices would be allowable for the recipient or subrecipient under subpart E of this part. The recipient or subrecipient may reference its own cost principles as long as they comply with subpart E of this part.

(c) The recipient or subrecipient must not use the “cost plus a percentage of cost” and “percentage of construction costs” methods of contracting

§ 200.325 Federal agency or pass-through entity review.

(a) The Federal agency or pass-through entity may review the technical specifications of proposed procurements under the Federal award if the Federal agency or pass-through entity believes the review is needed to ensure that the item or service specified is the one being proposed for acquisition. The recipient or subrecipient must submit the technical specifications of proposed procurements when requested by the Federal agency or pass-through entity. This review should take place prior to the time the specifications are incorporated into a solicitation document. When the recipient or subrecipient desires to accomplish the review after a solicitation has been developed, the Federal agency or pass-through entity may still review the specifications. In those cases, the review should be limited to the technical aspects of the proposed purchase.

(b) When requested, the recipient or subrecipient must provide procurement documents (such as requests for proposals, invitations for bids, or independent cost estimates) to the Federal agency or pass-through entity for pre-procurement review. The Federal agency or pass-through entity may conduct a pre-procurement review when:

(1) The recipients or subrecipients procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the simplified acquisition threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, and specifies a “brand name” product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and and a sealed bid procurement is to be awarded to an entity other than the apparent low bidder; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The recipient or subrecipient is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The recipient or subrecipient may request that the Federal agency or pass-through entity review its procurement system to determine whether it meets these standards for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding and third-party contracts are awarded regularly.

(2) The recipient or subrecipient may self-certify its procurement system. However, self-certification does not limit the Federal agency's or pass-through entity's right to review the system. Under a self-certification procedure, the Federal agency or pass-through entity may rely on written assurances from the recipient or subrecipient that it is complying with the standards of this part. The recipient or subrecipient must cite specific policies, procedures, regulations, or standards as complying with these requirements and have its system available for review.

§ 200.326 Bonding requirements.

The Federal agency or pass-through entity may accept the recipient's or subrecipient's bonding policy and requirements for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold. Before doing so, the Federal agency or pass-through entity must determine that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute any contractual documents within the time specified.

(b) A performance bond on the contractor's part for 100 percent of the contract price. A “performance bond” is a bond executed in connection with a contract to secure the fulfillment of all the Contractor's requirements under a contract.

(c) A payment bond on the part of the Contractor for 100 percent of the contract price. A “payment bond” is a bond executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for under a contract.

§ 200.327 Contract provisions.

The recipient's or subrecipient's contracts must contain the applicable provisions described in appendix II of this part.

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ATTACHMENT B. APPENDIX II to 2 CFR 200

UP TO DATE AS OF 5/04/2026

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the recipient or subrecipient under the Federal award must contain provisions covering the following, as applicable.

All Provisions shall be included and made a part of the final contract between the CITY and the CONTRACTOR whether specifically included in the final contract document or referenced within the contract document, in which case these provisions shall be included as a part of the Agreement as if specifically enumerated therein.

In addition to other provisions required by the Federal agency or recipient or subrecipient, all contracts made by the CITY under the Federal award must contain provisions covering the following, as applicable:

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where Contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public

Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of

Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

See § 200.323. ***Procurement of recovered materials.***

(a) A recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (K) See § 200.216: Prohibition on certain telecommunications and video surveillance services or equipment.

(b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

See § 200.216. ***Prohibition on certain telecommunications and video surveillance equipment or services***.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services

(b) As described in Public Law 115–232, section 889, covered telecommunications equipment means the following:

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(3) Telecommunications or video surveillance services provided by such entities or using such equipment.

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(c) For the purposes of this section, "covered telecommunications equipment or services" also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(d) In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

(e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

(f) For additional information see section 889 of Public Law 115–232 and § 200.471

See § 200.322. ***Domestic preferences for procurements.***

(a) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

Agreed to and incorporated into RFP # 26-043R Landscaping Services for Medians Within Right of Ways.

Company Name

Signature of Authorized Representative

Type/Print Name of Authorized Representative

Date

SECTION VIII - PRICE SCHEDULE

NOTE: This form is provided for informational purposes only. All proposers MUST fill-out pricing electronically using the on-line Bid Schedule included within bids&tendersTM.

Item No.	Location	Facility ID	Map ID	Measured Area (Square Feet)	Annual Number of Cycles	Price Per Cycle	Total Annual Cost
1	E Ocean Ave	0102	B	4,120	44		
2	E Ocean Ave	0234	A	774	44		
3	N Federal Hwy	0015	AX	6,927	44		
4	N Federal Hwy	0016	B	4,608	44		
5	N Federal Hwy	0017	B	5,883	44		
6	N Federal Hwy	0018	B	5,296	44		
7	S Federal Hwy	0019	B	6,890	44		
8	S Federal Hwy	0020	B	3,413	44		
9	S Federal Hwy	0021	B	15,376	44		
10	Seacrest Blvd	0125	B	3,436	44		
11	NW 5th Ct	0134	B	3,457	44		
12	NW 1st St	0135	B	3,277	44		
13	NW 5th Ct	0136	B	3,626	44		
14	NW 1st St	0137	B	3,298	44		
15	NW 3rd Ave	0138	B	3,232	44		
16	SE 4th St	0139	B	3,559	44		
17	SE 4th St	0140	D	2,028	44		
18	N Federal Hwy	0199	B	278	44		
19	E Boynton Beach Blvd	0217	B	2,610	44		
20	Castilla Ln	0206	C	1,156	44		
21	Riviera Dr	0208	C	932	44		

22	Greenbriar Dr	0022	D	22,987	44		
23	S Federal Hwy	0023	D	6,175	44		
24	S Federal Hwy	0024	D	12,427	44		
25	S Federal Hwy	0025	D	1,989	44		
26	S Federal Hwy	0026	D	7,711	44		
27	SE 4th St	0141	D	2,751	44		
28	SE 4th St	0142	D	2,257	44		
29	SE 4th St	0143	D	2,817	44		
30	SE 4th St	0144	D	607	44		
31	SE 4th St	0145	D	2,942	44		
32	S Federal Hwy	0203	D	563	44		
33	Greenbriar Dr	0207	D	3,114	44		
34	SE 4th St	0263	D	733	44		
35	SE 4th St	0264	D	387	44		
36	SE 4th St	0265	D	2,741	44		
37	W. Woolbright Rd	0103	E	9,261	44		
38	W. Woolbright Rd	0104	E	21,446	44		
39	W. Woolbright Rd	0224	E	3,779	44		
40	SW 8th St	0180	F	5,295	44		
41	SW 8th St	0181	F	2,214	44		
42	SW 8th St	0182	F	8,734	44		
43	SW 8th St	0183	F	5,868	44		

44	S Congress Ave	0053	G	5,222	44		
45	S Congress Ave	0054	G	14,984	44		
46	S Congress Ave	0055	G	4,021	44		
47	S Congress Ave	0056	G	10,951	44		
48	S Congress Ave	0266	G	5,815	44		
49	S Congress Ave	0267	AJ	6,500	44		
50	SW Congress Blvd	0330	G	2,177	44		
51	Ocean Pkwy	0113	I	1,864	44		
52	N Congress Ave	0066	BG	18,362	44		
53	N Congress Ave	0067	L	11,373	44		
54	N Congress Ave	0068	L	20,715	44		
55	N Congress Ave	0069	L	15,668	44		
56	S Federal Hwy	0038	O	13,865	44		
57	S Federal Hwy	0039	O	9,344	44		
58	S Federal Hwy	0040	O	8,711	44		
59	S Federal Hwy	0173	O	5,794	44		
60	Gulfstream Blvd	0174	O	887	44		
61	Gulfstream Blvd	0175	P	10,309	44		
62	S Federal Hwy	0205	O	1,170	44		
63	Gulfstream Blvd	0176	P	5,734	44		

64	Gulfstream Blvd	0177	P	5,324	44		
65	Gulfstream Blvd	0178	P	1,613	44		
66	Gulfstream Blvd	0179	P	3,319	44		
67	S Congress Ave	0042	R	6,079	44		
68	S Congress Ave	0043	R	3,288	44		
69	S Congress Ave	0044	R	15,236	44		
70	S Congress Ave	0045	R	8,376	44		
71	S Congress Ave	0046	R	9,608	44		
72	S Federal Hwy	0033	AG	10,769	44		
73	S Federal Hwy	0034	V	7,739	44		
74	S Federal Hwy	0035	V	19,456	44		
75	S Federal Hwy	0036	V	9,619	44		
76	S Federal Hwy	0037	V	23,743	44		
77	S Federal Hwy	0204	V	793	44		
78	S Federal Hwy	0274	V	482	44		
79	Chapel Hill Blvd	0185	W	6,306	44		
80	Chapel Hill Blvd	0186	W	5,020	44		
81	Chapel Hill Blvd	0187	W	6,745	44		
82	Chapel Hill Blvd	0188	W	8,595	44		
83	Chapel Hill Blvd	0189	W	6,454	44		

84	Chapel Hill Blvd	0190	W	10,148	44		
85	S Seacrest Blvd	0289	W	3,627	44		
86	S Seacrest Blvd	0290	W	3,497	44		
87	SW 30th Ave	0159	Y	2,928	44		
88	SW 30th Ave	0160	X	1,450	44		
89	S Congress Ave	0047	Y	11,285	44		
90	S Congress Ave	0048	Y	8,386	44		
91	S Congress Ave	0049	Y	11,577	44		
92	S Congress Ave	0050	Y	9,954	44		
93	Charter Dr N	0154	Y	2,156	44		
94	Charter Dr N	0155	Y	2,530	44		
95	SW 30th Ave	0156	Y	424	44		
96	SW 30th Ave	0157	Y	444	44		
97	SW 30th Ave	0158	Y	1,774	44		
98	SW 27th Ave	0161	Y	2,750	44		
99	SW 27th Ave	0162	Y	2,033	44		
100	SW 27th Ave	0163	Y	254	44		
101	SW 25th Pl	0164	Y	950	44		
102	SW 25th Pl	0165	Y	1,800	44		
103	SW 25th Pl	0166	Y	2,126	44		
104	Palmland Dr	0270	Z	14,560	44		
105	Palmland Dr	0293	Y	20,576	44		
106	S Congress Ave	0041	AC	15,987	44		
107	S Federal Hwy	0027	AG	10,166	44		
108	S Federal Hwy	0028	AG	2,562	44		
109	S Federal Hwy	0029	AG	4,245	44		

110	S Federal Hwy	0030	AG	8,239	44		
111	Tuscany Way	0031	AG	11,960	44		
112	Coastal Bay Blvd	0032	AG	3,425	44		
113	S Federal Hwy	0272	AG	341	44		
114	S Federal Hwy	0273	AG	490	44		
115	SW 23rd Ave	0191	AH	2,005	44		
116	SW 23rd Ter	0248	AH	46,996	44		
117	SW 23rd Ter	0249	AH	28,042	44		
118	SW 23rd Ave	0271	AH	48,022	44		
119	SW 3rd St	0327	AH	900	44		
120	W Woolbright Rd	0105	AI	15,404	44		
121	W Woolbright Rd	0106	AI	13,398	44		
122	W Woolbright Rd	0107	AI	14,385	44		
123	SW 23rd Ave	0328	AI	6,422	44		
124	SW 23rd Ave	0329	AI	10,385	44		
125	S Congress Ave	0051	AJ	12,735	44		
126	S Congress Ave	0052	AJ	7,007	44		
127	W Woolbright Rd	0108	AJ	4,199	44		
128	W Woolbright Rd	0109	AJ	5,633	44		
129	W Woolbright Rd	0110	AJ	2,534	44		

130	W Woolbright Rd	0111	AJ	9,757	44		
131	W Woolbright Rd	0112	AK	13,868	44		
132	W Woolbright Rd	0225	AJ	3,612	44		
133	S Congress Ave	0268	AJ	3,387	44		
134	SW 26th St	0280	AJ	1,452	44		
135	SW 26th St	0281	AJ	1,444	44		
136	N Federal Hwy	0004	AL	4,609	44		
137	N Federal Hwy	0005	AL	7,459	44		
138	FEC Railway	0193	BC	72,858	44		
139	FEC Railway	0195	AM	113,980	44		
140	N Federal Hwy	0006	AM	3,281	44		
141	N Federal Hwy	0007	AM	2,284	44		
142	N Federal Hwy	0008	AM	7,350	44		
143	N Federal Hwy	0009	AM	6,304	44		
144	E Gateway Blvd	0093	AM	41,143	44		
145	Seacrest Ct	0192	AX	4,425	44		
146	E Gateway Blvd	0275	AM	475	44		
147	E Gateway Blvd	0276	AM	1,104	44		
148	W Gateway Blvd	0090	BE	4,144	44		
149	W Gateway Blvd	0091	AN	12,900	44		

150	W Gateway Blvd	0092	AN	7,486	44		
151	NW 17th Ave	0126	AN	1,293	44		
152	NW 17th Ave	0127	AN	7,806	44		
153	NW 17th Ave	0128	AN	8,628	44		
154	NW 17th Ave	0129	AN	4,761	44		
155	NW 17th Ave	0130	AN	4,173	44		
156	W Gateway Blvd	0214	AN	659	44		
157	W Gateway Blvd	0215	BE	3,203	44		
158	High Ridge Rd	0306	AN	1,160	44		
159	High Ridge Rd	0307	AN	0,997	44		
160	High Ridge Rd	0308	AN	2,227	44		
161	High Ridge Rd	0309	AN	3,034	44		
162	High Ridge Rd	0310	AN	7,458	44		
163	High Ridge Rd	0311	AN	5,653	44		
164	High Ridge Rd	0312	AN	2,323	44		
165	High Ridge Rd	0313	AN	2,145	44		
166	Park Ridge Blvd	0314	AN	4,042	44		
167	High Ridge Rd	0325	AN	2,253	44		
168	W Gateway Blvd	0083	AO	3,632	44		
169	W Gateway Blvd	0084	AO	5,311	44		
170	Quantum Lakes Dr	0085	AO	11,856	44		
171	W Gateway Blvd	0086	AO	7,077	44		
172	W Gateway Blvd	0087	AO	7,419	44		
173	W Gateway Blvd	0088	AO	1,682	44		

174	W Gateway Blvd	0089	AO	5,494	44		
175	Quantum Blvd	0296	AO	8,090	44		
176	Quantum Blvd	0302	BF	3,329	44		
177	Quantum Blvd	0303	AO	5,531	44		
178	Quantum Blvd	0304	AO	2,774	44		
179	Quantum Blvd	0305	AO	6,787	44		
180	Quantum Lakes Dr	0319	AO	6,496	44		
181	Quantum Lakes Dr	0320	AO	1,921	44		
182	Quantum Lakes Dr	0321	AO	2,169	44		
183	Gateway Blvd	0326	AO	19,416	44		
184	Park Ridge Blvd	0331	AO	1,400	44		
185	Park Ridge Blvd	0332	AO	1,200	44		
186	N Congress Ave	0059	BA	5,528	44		
187	N Congress Ave	0060	AP	8,933	44		
188	N Congress Ave	0061	AP	4,876	44		
189	N Congress Ave	0062	AP	6,863	44		
190	N Congress Ave	0063	AP	9,315	44		
191	W Gateway Blvd	0079	AP	7,842	44		
192	W Gateway Blvd	0080	AP	5,078	44		
193	W Gateway Blvd	0081	AP	3,373	44		

194	W Gateway Blvd	0082	AP	4,729	44		
195	W Gateway Blvd	0216	AP	3,619	44		
196	N Congress Ave	0254	AP	0,487	44		
197	Quantum Blvd	0294	AP	2,846	44		
198	Quantum Blvd	0295	AP	9,436	44		
199	Gateway Blvd	0322	AR	10,902	44		
200	Gateway Blvd	0323	AR	10,009	44		
201	Gateway Blvd	0324	AR	13,053	44		
202	SW 6th St	0194	AS	2,718	44		
203	W Boynton Beach Blvd	0097	AT	10,609	44		
204	W Boynton Beach Blvd	0098	AT	15,607	44		
205	SW 2nd Ave	0184	AT	2,528	44		
206	W Boynton Beach Blvd	0219	AT	3,555	44		
207	W Boynton Beach Blvd	0220	AU	5,244	44		
208	Isle Ct	0226	AT	388	44		
209	Venice Dr	0227	AT	342	44		
210	Old Boynton Rd	0333	AT	1,230	44		
211	W Boynton Beach Blvd	0099	AU	5,213	44		
212	NW 31st Ter	0100	AU	6,942	44		
213	W Boynton Beach Blvd	0101	AU	19,084	44		
214	W Boynton Beach Blvd	0221	AU	757	44		
215	Winchester Park Blvd	0229	AU	4,348	44		
216	Winchester Park Blvd	0230	AU	4,189	44		
217	Winchester Park Blvd	0231	AU	4,886	44		

218	N. Congress Ave	0256	AU	5,019	44		
219	N Congress Ave	0257	AU	3,709	44		
220	N Congress Ave	0258	AU	225	44		
221	N Congress Ave	0259	AU	4,991	44		
222	N Congress Ave	0260	AU	4,678	44		
223	N Congress Ave	0261	AU	950	44		
224	N Congress Ave	0262	AU	5,674	44		
225	Old Boynton Rd	0335	AU	500	44		
226	W Boynton Beach Blvd	0222	AV	608	44		
227	Boynton Beach Blvd	0223	AV	11,399	44		
228	N Federal Hwy	0010	AX	4,684	44		
229	N Federal Hwy	0011	AX	3,545	44		
230	N Federal Hwy	0012	AX	4,211	44		
231	N Federal Hwy	0013	AX	5,919	44		
232	N Federal Hwy	0014	AX	1,724	44		
233	N Seacrest Blvd	0120	AX	576	44		
234	N Seacrest Blvd	0121	AX	770	44		
235	N Seacrest Blvd	0122	AX	640	44		
236	N Seacrest Blvd	0123	AX	1,839	44		
237	N Seacrest Blvd	0124	AX	3,338	44		
238	NW 9th Ct	0131	AX	3,293	44		
239	NW 7th Ct	0132	AX	3,179	44		
240	NW 7th Ave	0133	AX	3,241	44		
241	N. Federal Hwy	0196	AX	1,905	44		
242	FEC Railway	0197	AX	35,048	44		

243	N. Federal Hwy	0198	AX	470	44		
244	Ocean Inlet Dr	0292	AX	3,059	44		
245	E MLK Jr Blvd	0337	AX	1,640	44		
246	Park Ridge Blvd	0315	AZ	8,710	44		
247	Park Ridge Blvd	0316	AZ	5,221	44		
248	Park Ridge Blvd	0317	AZ	3,690	44		
249	Park Ridge Blvd	0318	AZ	2,471	44		
250	N. Congress Ave	0057	BA	8,004	44		
251	N. Congress Ave	0058	BA	14,919	44		
252	N Congress Ave	0255	BA	5,320	44		
253	N Federal Hwy	0001	BC	4,662	44		
254	N Federal Hwy	0002	BC	2,673	44		
255	N Federal Hwy	0003	BC	4,238	44		
256	Ocean Pkwy	0114	BD	1,886	44		
257	Ocean Pkwy	0115	BD	3,608	44		
258	Ocean Pkwy	0116	BD	2,186	44		
259	Ocean Pkwy	0117	BD	2,638	44		
260	Ocean Pkwy	0118	BD	6,355	44		
261	Ocean Pkwy	0119	BD	4,430	44		
262	NE 26th Ave	0242	BD	4,800	44		
263	High Ridge Rd	0283	BE	1,841	44		
264	High Ridge Rd	0284	BE	3,430	44		
265	High Ridge Rd	0285	BE	1,748	44		
266	Quantum Blvd	0298	BF	4,993	44		
267	Quantum Blvd	0299	BF	2,572	44		
268	Quantum Blvd	0300	BF	2,683	44		

269	Quantum Blvd	0301	BF	2,185	44		
270	N. Congress Ave	0064	BG	9,685	44		
271	N Congress Ave	0065	BG	15,782	44		
272	Sandalwood Dr	0167	BG	1,312	44		
273	Sandalwood Dr	0168	BG	1,502	44		
274	Sandalwood Dr	0169	BG	8,647	44		
275	Sandalwood Dr	0170	BG	14,953	44		
276	Sandalwood Dr	0171	BG	5,970	44		
277	Sandalwood Dr	0172	BG	1,538	44		
278	N Congress Ave	0253	BG	531	44		
279	Hypoluxo Rd	0146	BJ	635	44		
280	Hypoluxo Rd	0211	BK	3,353	44		
281	Hypoluxo Rd	0075	BK	23,214	44		
282	Hypoluxo Rd	0076	BK	7,832	44		
283	Hypoluxo Rd	0077	BK	1,715	44		
284	Hypoluxo Rd	0078	BK	3,000	44		
285	Hypoluxo Rd	0212	BK	3,843	44		
286	Hypoluxo Rd	0071	BM	23,533	44		
287	Meadows Way	0072	BL	15,732	44		
288	Hypoluxo Rd	0073	BL	5,468	44		
289	Hypoluxo Rd	0074	BL	3,006	44		
290	Hypoluxo Rd	0213	BL	2,722	44		
291	N Congress Ave	0251	BL	4,845	44		
292	N Congress Ave	0252	BL	996	44		
293	Hypoluxo Rd	0070	BM	8,673	44		

LANDSCAPE MAINTENANCE FOR OVERPASSES, ON/OFF RAMPS, AND SURROUNDING AREAS AT INTERCHANGES							
	Location	**Facility ID**	**Map ID**	**Measured Area (Linear FT)**	**Annual Number of Cycles**	**Price per Cycle**	**Total Annual Cost**
	W. Woolbright Road	0501	E	5,200	44		
	SW 23rd Ave	0502	AH	4,400	44		
	Gateway Blvd.	0503	BE	2,960	44		

ANCILLARY SERVICE	
SERVICE: PLANT REMOVAL	**Removal Cost Per Plant**
Tree Removal – Costs include all equipment, materials, labor and legal disposal of removed tree materials.	**$_____**
Palm Removal – Costs include all equipment, materials, labor and legal disposal of removed palm tree materials.	**$_____**
Shrub Removal – Costs include all equipment, materials, labor and legal disposal of removed shrub materials.	**$_____**
Ground Cover Removal – Costs include all equipment, materials, labor and legal disposal of removed ground cover materials. This is measured in square feet. Enter price for one square foot.	**$_____**

ANCILLARY SERVICE	
SERVICE: GRASS REMOVAL	**Removal Cost Per Square Foot**
Turfgrass Removal – Costs include all equipment, materials, labor and legal disposal of removed turfgrass.	**$_____**

ANCILLARY SERVICE	
SERVICE: SOD INSTALLATION	**Cost Per Square Foot**
Turfgrass Installation- Costs include prep work installation and care until established. Typical turfgrass – Bahia and St. Augustine	**$_____**

ANCILLARY SERVICE	
SERVICE: Mulch Delivery and Installation	**Cost Per Square Foot**
Delivery **Installation – Costs include all equipment, materials, labor.**	**$ _____** **$ _____**

SERVICE: Land Clearing	**Cost Per Square Yard**
Land Clearing- Clean-up of designated land, including all equipment, labor and legal disposal of removed garbage/debris & vegetative material, including mulch.	**$_____**

ANCILLARY SERVICE	
SERVICE: Hurricane Preparedness – Thinning of tree canopies and removal of dead or diseased branches to minimize projectiles and assist with wind resistance.	**Cost Per Tree**
Palm Price **Tree Price**	**$_____** **$_____**

ANCILLARY SERVICE	
SERVICE: New Irrigation Installation	
Material Mark UP %	**$_____**
Labor	**$_____**
Drafting	**$_____**
Per unit Cost of Installation	**$ _____**

Notes:

***** Proposers: Re-check your decimal placement on all Unit Prices.

****** This contract shall be under the provisions of "Performance Based Contracting". Reference "Special Provisions".

*** ANCILLARY SERVICES: Proposers shall submit prices for Ancillary Services as may be requested herein. Provision of Ancillary Services shall be at the discretion of the City. Ancillary Service costs shall not be used for the purposes of Proposal Evaluation.

**** OPTIONAL SERVICES: The City shall not consider optional services pricing when comparing and evaluating responses. The City reserves the right to utilize or not utilize optional pricing for Lot Clearing Services at the City's discretion. Lot Clearing Services will be requested per individual quotations per lot on a case-by-case basis. Lot Clearing services shall include grass and weed cutting and landscape trimming as required.

SECTION VIIII – EVALUATION, DISCUSSIONS & AWARD RESERVATION

9.1 -PROPOSAL SELECTION & EVALUATION OF PROPOSALS

A preliminary evaluation of each Proposal will be conducted by the City's Procurement Division Agent or Designee through the City's electronic e-procurement system Boynton-beach.bidsandtenders.net.

The City will appoint an Evaluation and Selection Committee to review Proposals. The City reserves the right to select the Proposer who represents the best value, and to accept or reject any proposal submitted in response to this solicitation. The City's Evaluation and Selection Committee will act in what they consider to be the best interest of the City and its residents. Price shall not be the sole determining factor for selection, as indicated below.

9.2 ACCEPTABILTY OF PROPOSAL

A responsive Proposal follows the solicitation requirements, includes all documentation, is submitted in the format outlined in this solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive.

The Evaluation Committee may conduct discussions with any Proposer who submits an acceptable or potentially acceptable proposal. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. The Evaluation Committee reserves the right to request the Proposer to provide additional information during this process. All Oral Presentations will be closed to the public and conducted in accordance with the requirements of Florida Statutes 286.0113 "General Exemptions from Public Meetings".

Once all Proposal responses are evaluated, the Evaluation Committee may determine a "short list" of the highest scoring firms in order to provide additional discussions regarding their individual proposal response.

The shortlisted Proposers may be requested to make presentations to the Evaluation Committee. The City may require additional information after evaluation of the submittals, and Proposers agree to furnish such information upon the City's request.

All Proposers are advised that in the event of receipt of an adequate number of proposals, which in the opinion of the Evaluation Committee require no clarification and/or supplementary information, such proposals may be evaluated without discussion or need for presentations. Hence, proposals should be initially submitted on the most complete and favorable terms which offerors are capable of offering to the City.

9.3 EVALUATION METHOD AND CRITERIA

These criteria serve as the evaluation framework used by the Evaluation Committee during both the scoring and, if applicable, the shortlisting process.

No.	Evaluation Criteria	Description	Max Points	Weight (%)
*	**Compliance with Requirements of RFP**	**Refers to the adherence to all conditions and requirements of the Request for Proposals.**	**0**	**PASS OR FAIL**
1.	Managerial Capacity, Relevant Experience	Demonstrated experience (minimum of **# of** years) as well as successful experience with projects of similar size and scope and contractor's capability to fully perform the contract requirements including reliability, tenacity to accomplish tasks successfully.	0-20	30%
2.	Technical / Operational Plan and Proposal	Quality and feasibility of the daily operational approach, including staffing, and compliance with City requirements.	0-20	20%
3.	Financial Stability	Includes a review of financial documentation illustrating business stability.	0 - 20	15%
4.	Proposed Costs	Cost of services per line item and per location.	0-20	25%
5.	References	Strength and relevance of references, particularly from municipal or similarly scaled operations.	0-20	10%
6.	**BONUS POINTS** - Local Business Preference	Proposer is a registered business with a physical address in the City of Boynton Beach. Documentation must be provided.	0 or 5	5%
Total – Written Proposal			**100 (105)**	**100%**
7.	Presentations (If Requested)	Presentations to be evaluated separately by the Evaluation Committee if deemed necessary.	0 - 100	25%

9.4 MAXIMUM TECHNICAL & COST POINTS

Points will be assigned to each proposal category based on the following weighted criteria:

1. Managerial Capacity and Relevant Experience	20 Points
2. Technical Operation Plan & Proposal	20 Points
3. Financial Stability	20 Points
4. Proposed Cost	20 Points
5. References	20 Points
6. Bonus Points	5 Points
TOTAL TECHNICAL & COST POINTS	**100 POINTS**

*Presentations Up to 100 Points

9.5 DISCUSSIONS & AWARD

Once all Proposal responses are evaluated, the Evaluation Committee may determine a "short list" of the highest scoring firms in order to provide additional discussions regarding their individual proposal response.

The short-listed Proposers may be requested to make presentations to the Evaluation Committee. The City may require additional information after evaluation of the submittals, and Proposers agree to furnish such information upon the City's request.

All Proposers are advised that in the event of receipt of an adequate number of proposals, which in the opinion of the Evaluation Committee require no clarification and/or supplementary information, such proposals may be evaluated without discussion or need for presentations. Hence, proposals should be initially submitted on the most complete and favorable terms which offerors are capable of offering to the City.

The Evaluation Committee may conduct discussions with any Proposer who submits an acceptable or potentially acceptable proposal. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. The Evaluation Committee reserves the right to request the Proposer to provide additional information during this process. All Oral Presentations will be closed to the public and conducted in accordance with the requirements of Florida Statutes 286.0113 "General Exemptions from Public Meetings".

CONTACT WITH PERSONNEL OF THE CITY OF BOYNTON BEACH OTHER THAN THE DIVISION DIRECTOR OF PROCUREMENT OR DESIGNATED REPRESENTATIVE REGARDING THEIR REQUEST FOR PROPOSALS MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.

AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND _____, FOR RIGHTS OF WAY LANDSCAPE MAINTENANCE

This Agreement is made as of this _day of _____, 2026, by and between _____, with a principal address _____, hereinafter referred to as "Vendor," and the **City of Boynton Beach**, a municipal corporation organized and existing under the laws of Florida, with a business address of 100 East Ocean Avenue, Boynton Beach, Florida 33435, hereinafter referred to as "City." In consideration of the mutual benefits, terms, and conditions hereinafter specified, the Parties agree as set forth below.

WHEREAS, the City issued Solicitation No. 26-043 (the "Solicitation" or "RFP") pursuant to state and local law to solicit proposals for Rights-of-Way Landscape Maintenance (the "Services"), a copy of which is attached hereto and incorporated herein by reference as **Exhibit A**; and

WHEREAS, after free and open competition, Vendor responded to the Solicitation by submitting its Proposal dated _____ (the "Proposal") a copy of which is attached hereto and incorporated herein by reference as **Exhibit B**; and

WHEREAS, the City selected Vendor as the best qualified to perform the Services; and

WHEREAS, the City desires to engage Vendor to provide such Services to the City in accordance with the terms and conditions set forth herein and the attached Proposal.

NOW THEREFORE, for and in consideration of the mutual covenants and promises as hereinafter set forth and of the faithful performance of such covenants and conditions, the City and Vendor do hereby agree as follows:

1. **SERVICES**:

a) **Scope of Work**. Vendor shall provide all equipment, materials, tasks, tools, and labor necessary to provide the Services as described in the Proposal attached hereto as **Exhibit B** and incorporated into this Agreement by reference. The Vendor shall perform all Services diligently, carefully, and thoroughly, consistent with good business practices. Time shall be of the essence concerning all matters outlined in this Agreement.

b) **Correction of Deficiencies; Warranty**. Vendor shall, without additional compensation, promptly correct any defective, damaged, or non-conforming work. Vendor warrants all work performed under this Agreement for a period of one (1) year from the date of completion and acceptance by the City. Vendor shall be responsible for all costs associated with warranty repairs or corrections, regardless of when the deficiency is discovered during the warranty period. Failure to correct deficiencies within a reasonable time, as determined by the City, shall constitute a material breach of this Agreement.

c) **Use of Subcontractors**. Vendor shall utilize only the subcontractors identified in **Exhibit B** (if any) to provide the Services. Vendor shall obtain written approval of the City before changing or modifying any subcontractors, which shall be automatically updated upon such written approval. Vendor is fully responsible for all work performed by subcontractors and shall ensure subcontractor compliance with all terms of this Agreement, including insurance requirements.

2. **TERM**: This Agreement shall be for an initial term of two (2) years, commencing on _____, 20___, and shall remain in effect through _____, 20___ ("Initial Term"), unless otherwise terminated or extended as provided in this Agreement. The City reserves the right to renew the Agreement for two (2) additional one-year renewal terms (each an "Extension Term") on the same terms and conditions stated in this Agreement, subject to Vendor's satisfactory performance as determined by the City, and determination by the City that renewal will be in the best interest of the City. The Initial Term and any Extension Term(s) are collectively referred to as the "Term." The Mayor is authorized to execute the term extension amendment(s). If Vendor requests a rate change at the time of renewal, such change shall not become effective until a written amendment is approved by the City Commission and duly executed by the Parties.

3. **TIME FOR PERFORMANCE:** Work under this Agreement shall commence upon the City giving written notice to proceed to the Vendor along with a purchase order and shall continue until the Services are complete (the "Term"). The Vendor shall complete all Services in accordance with the schedule set forth in **Exhibit B**. Time is of the essence for the Vendor's performance of the duties, obligations, and responsibilities required by this Agreement.

4. **FEE**:
   a. **Compensation**. As compensation for Services rendered by Vendor to the City, the City shall pay the Vendor the total amount of _____Dollars ($_____) as set forth in the Proposal attached hereto as **Exhibit B**. The Fee shall be the sole compensation paid to Vendor in connection with the rendition of the Services and the performance of any and all of its other obligations under this Agreement and shall include any out-of-pocket or other expenses, including travel expenses, incurred by Vendor, unless otherwise specifically noted in **Exhibit B**.

[OPTIONAL LANGUAGE IF CPI INCREASES ARE PERMITTED]

   b. **CPI Increases.** All prices for the Initial Term are fixed in accordance with the pricing stated in the Agreement. Vendor may request a price adjustment for labor unit prices for any applicable Extension Term. This request must be in writing, submitted to the City at least ninety (90) days before the start of the next applicable Extension Term, and accompanied by documentation to substantiate the need for the price adjustment.
   c. Any price adjustment will be consistent with the Consumer Price Index ("CPI"). The CPI data will be obtained from the U.S. Bureau of Labor Statistics' table for CPI for All Urban Consumers ("CPI-U"), All items in Miami-Fort Lauderdale-West Palm Beach, FL, all urban consumers, not seasonally adjusted or as amended or replaced by the agency. The City will designate a reasonably similar index if no such index is published.
   d. In its sole discretion, the City will determine if Vendor's requested adjustment is in the City's best interest based on current market conditions and information regarding similar services in the area. City approval is required for any price adjustment requested by Vendor; the City will provide written notification to Vendor of City's decision to approve or reject any requested adjustment. The City may also initiate a price adjustment consistent with the CPI-U; unless otherwise stated in the Agreement, Vendor's written approval is required for any price adjustment initiated by City.
   e. If approved by the City, the CPI price adjustment percentage is calculated as follows: the difference between the CPI current period and the CPI previous period, divided by the CPI previous period, multiplied by 100. The CPI current period is the most recently published monthly index before the Agreement's annual anniversary. The CPI for the previous period means the same month of the prior year. Any year's CPI price adjustment percentage will not exceed a maximum change of three percent (3%).

f. Vendor acknowledges that any adjustment is at the City's sole discretion. If the City does not approve any such adjustment, Vendor is obligated to perform the Services in full for the entire Term without the requested adjustment to pricing.

5. **PAYMENT SCHEDULE**: Payment will be made after the services from the awarded vendor have been received/completed; inspected and found to comply with specifications, free of damage or defect; and a properly billed invoice is received and processed in the Accounting Services Department.

6. **NOTICES**: All Notices to the City shall be in writing by certified mail return receipt requested, or customarily used overnight transmission with proof of delivery, sent to:

City:
Daniel Dugger, City Manager
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010
Facsimile: (561) 742-6090

Copy:
Shawna G. Lamb, City Attorney
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010
Facsimile: (561) 742-6090

Vendor:
[Name]
[Address]
[City, State, ZIP]
Telephone: [Number]
Email: [Email Address]

7. **INVOICES AND PAYMENT**: Invoices must identify the PO number and should be mailed to:

Boynton Beach Finance Department
Attn: Accounts Payable
P.O. Box 310
Boynton Beach, FL 33425

Invoices shall show the nature of the service and dates(s) of service. Invoices based on hourly rates shall show the actual hours worked, the person performing Services, the nature of the service, hourly rate, and date(s) of service. Vendor shall provide a W-9 with the first invoice.

Payment shall only be made for Services actually performed pursuant to this Agreement. The Fee shall be paid based on receipt of a proper invoice in accordance with the payment schedule indicated above.

Payment will be made within 45 days of receipt of a proper invoice in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes. No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Vendor, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Vendor of liability for the defective, faulty, or incomplete rendition of the Services.

Disallowed Costs; Withholding Payment. Vendor shall not invoice the City for (i) costs incurred to correct defective, damaged, or non-conforming work; (ii) costs resulting from unauthorized work; (iii) costs for warranty work; (iv) materials not used or not authorized. The City may withhold payment for any disputed amounts or unsatisfactory work pending resolution or correction.

8. **TAX EXEMPT**: Prices applicable to the City do not include applicable state and local sales, use, and related taxes. The City is exempt from state and local sales and use taxes and shall not be invoiced for the same. Upon request, the City will provide the Vendor with proof of tax-exempt status.

9. **SOVEREIGN IMMUNITY**: Nothing in this Agreement or herein shall be considered or construed to waive the City's rights and immunities under common law or section 768.28, Florida Statutes, as may be amended.

10. **ATTORNEY'S FEES**: If either Party sues to enforce the Agreement, each Party shall bear its own attorney's fees and court costs.

11. **PUBLIC RECORDS**: The City is a public agency subject to Chapter 119, Florida Statutes. The Vendor shall comply with Florida's Public Records Law. Specifically, the Vendor shall:

a) Keep and maintain public records required by the City to perform the service ;
b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., or as otherwise provided by law;
c) Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Vendor shall destroy all copies of such confidential and exempt records remaining in its possession once the Vendor transfers the records in its possession to the City; and
d) Upon completion of the contract, the Vendor shall transfer to the City, at no cost to the City, all public records in the Vendor's possession. All records stored electronically by the Vendor must be provided to the City, upon request from the City's custodian of public records, in a format compatible with the City's information technology systems.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: CITY CLERK'S OFFICE, 100 E. OCEAN AVENUE, BOYNTON BEACH, FLORIDA, 33435 561-742-6060, CityClerk@bbfl.us.

12. **VENUE, JURISDICTION, WAIVER OF JURY TRIAL**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any legal action, suit, or proceeding arising out of or relating to this Agreement shall be

instituted in the appropriate state court in Palm Beach County, Florida, and each Party irrevocably submits to the exclusive jurisdiction of such court in any such action, suit, or proceeding. Any disputes that arise between the Parties regarding the performance of this Agreement and cannot be resolved through negotiations shall be submitted to a court of competent jurisdiction exclusively in Palm Beach County, Florida. This Agreement shall be construed under Florida Law. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION OR LEGAL PROCEEDING RELATED TO THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.

13. **TERMINATION**

a) **TERMINATION FOR CONVENIENCE**: The City may terminate this Agreement for convenience upon fourteen (14) calendar days of written notice. In this event, the Vendor shall be compensated for Services performed through the termination date.

b) **TERMINATION FOR CAUSE**: In addition to all other remedies available to the aggrieved Party, this Agreement shall be subject to cancellation by either Party for cause, should the other Party neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) calendar days after receipt by the defaulting Party of written notice of such neglect or failure.

c) Upon termination, this Agreement shall have no further force or effect, and the Parties shall be relieved of all further liability hereunder, except that the provisions of this section and the provisions regarding insurance, indemnification, governing law, limitation of liability, and any other provisions that by their nature are intended to survive, shall survive termination of this Agreement and remain in full force and effect.

d) **Suspension of Work**.

1. **Suspension for Convenience**. The City may, at any time and for any reason, suspend all or any portion of the Services by providing written notice to Vendor. Upon such notice, Vendor shall immediately discontinue performance, and take reasonable steps to minimize costs.

2. **Compensation Upon Suspension**. Vendor shall be compensated for Services satisfactorily performed through the effective date of suspension. No compensation shall be paid for Services performed after suspension unless expressly authorized in writing by the City.

3. **Resumption**. If the City directs Vendor to resume work, Vendor shall promptly recommence performance. Vendor shall not be entitled to an adjustment in compensation or schedule due to the suspension unless expressly authorized in a written amendment.

14. **INDEMNIFICATION:** Vendor shall indemnify and hold harmless the City and its elected and appointed officers, agents, assigns and employees, consultants, separate Vendors, any of their subcontractors, or sub-subcontractors (collectively, “Indemnified Party”), from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs, and expenses, including but not limited to attorneys’ fees, including paralegal expenses, liabilities,

damages, orders, judgments, or decrees, sustained by the Indemnified Party arising out of or resulting from (A) Vendor's performance or breach of Agreement, (B) acts or omissions, negligence, recklessness, or intentional wrongful conduct by Vendor's, its agents, employees, subcontractors, participants, and volunteers, and (C) Vendor's failure to take out and maintain insurance as required under this Agreement. Vendor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature against an Indemnified Party, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The obligations of this section shall survive indefinitely regardless of the termination of the Agreement. If considered necessary by the City and the City Attorney, any sums due the Vendor under this Agreement may be retained by the City until all claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by the City.

15. **INSURANCE**: At the time of execution of this Agreement, the Vendor shall provide the City with a copy of its Certificate of Insurance reflecting the insurance coverage set forth in the Insurance Advisory attached hereto as **Exhibit C**, and incorporated herein by reference. Vendor shall maintain insurance in the amounts as required in **Exhibit C** during the entire term of the Agreement. The Certificate of Insurance shall name the City of Boynton Beach and its officers, employees, and agents as additional insureds.

16. **LIMITATION OF LIABILITY**: Notwithstanding any provision of the Agreement to which it is applicable, City shall not be liable or responsible to Vendor beyond the amount remaining due to Vendor under the Agreement, regardless of whether said liability be based in tort, contract, indemnity or otherwise; and in no event shall City be liable to Vendor for punitive or exemplary damages or lost profits or consequential damages.

17. **INDEPENDENT CONTRACTOR**: The Agreement does not create an employee/employer relationship between the Parties. The Parties intend that the Vendor is an independent contractor pursuant to the Agreement and shall not be considered the City's employee for any purpose. Vendor shall not have the right to bind the City to any obligation not expressly undertaken by the City under this Agreement.

18. **COMPLIANCE WITH LAWS**: Vendor hereby warrants and agrees that at all times material to the Agreement, Vendor shall perform its obligations in compliance with all applicable federal, state, and local laws, rules, and regulations, including section 501.171, Florida Statutes. Non-compliance may constitute a material breach of the Agreement.

19. **LICENSES AND PERMITS:** Vendor represents that it possesses and shall maintain all licenses, certifications, and permits required by federal, state, and local law to perform the Services under this Agreement, including but not limited to business licenses, occupational licenses, and any trade-specific licenses required for the work. Vendor shall obtain and pay for any additional permits required for specific projects. Vendor shall provide proof of all required licenses upon request by the City.

20. **REGULATORY CAPACITY**: Notwithstanding the fact that City is a municipal corporation with certain regulatory authority, City's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If City exercises its regulatory authority, the exercise of such authority and the enforcement of applicable law shall have occurred pursuant to City's regulatory authority as a governmental body separate and apart from this Agreement and shall not be attributable in any manner to City as a Party to this Agreement.

21. **ASSIGNMENT**: If this Agreement and any interests granted herein shall be assigned, transferred, or otherwise encumbered by Vendor, Vendor must gain prior written consent from City thirty (30) business days before such transfer. If Vendor assigns or transfers this Agreement without the City's written consent, the Agreement shall, at the City's option, become null and void.

22. **NO LIEN**: The Vendor shall not at any time permit any lien, attachment, or any other encumbrance under the laws of the State of Florida, or otherwise, by any person or persons whomsoever to be filed or recorded against the City, against any City property or money due or to become due for any work done or materials furnished under this Agreement by Vendor.

23. **AGREEMENT SUBJECT TO FUNDING**: The Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Boynton Beach in the annual budget for the fiscal year of this Agreement, and is subject to termination based on lack of funding.

24. **NON-EXCLUSIVE**: This Agreement is non-exclusive. City may retain additional entities to perform the same or similar work.

25. **REPRESENTATION OF AUTHORITY AND WARRANTIES**: Vendor represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Vendor and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Vendor has with any third party or violates applicable law. Vendor further represents and warrants that execution of this Agreement is within Vendor's legal powers, and each individual executing this Agreement on behalf of Vendor is duly authorized by all necessary and appropriate action to do so on behalf of Vendor and does so with full legal authority.

    Vendor acknowledges that City is materially relying on the representations, warranties, and certifications of Vendor stated in its Proposal and this Agreement, and City shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is materially false or misleading: (a) terminate this Agreement for cause; (b) pursue damages or specific performance; (c) debar Vendor from future City contracts; or (d) exercise any other remedy available at law or in equity.

26. **RIGHTS IN WORK AND MATERIALS**

    a) **Ownership of Work**. All work performed by Vendor under this Agreement becomes the property of the City upon completion and acceptance. Vendor assigns to the City all right, title, and interest in any improvements, modifications, or additions made to City property or facilities.

    b) **Removal of Debris and Cleanup**. Vendor shall remove all debris, surplus materials, and equipment from City property upon completion of work and shall leave the work site in a clean and safe condition.

27. **CONFIDENTIAL INFORMATION AND SECURITY**

    a) **Confidential Information**. Vendor shall not disclose any City information, data, or work product to third parties without the City's prior written authorization. Vendor shall maintain the

confidentiality of any sensitive City information, including information about City facilities, security systems, or operations that Vendor may encounter while performing Services.

b) **Site Security**. Vendor shall comply with all City security protocols and shall ensure that all personnel performing work on City property conduct themselves in a professional manner and respect City facilities and operations.

28. **VENDOR'S PERSONNEL**: Vendor shall employ only competent personnel to perform Services under this Agreement. Vendor shall ensure that all personnel are properly trained and qualified to perform the work assigned. The City reserves the right to require Vendor to remove any personnel from City property or from performing Services under this Agreement if the City determines such personnel pose a security risk, perform unsatisfactory work, or engage in inappropriate conduct.

29. **AUDIT AND RECORDS**

a) **Maintenance of Records**. Vendor shall maintain complete and accurate books, records, and documentation relating to performance of the Services and all costs invoiced to the City ("Records"). Records shall include timesheets, material receipts, subcontractor invoices, and other supporting documentation for all charges.

b) **Retention**. Vendor shall retain all Records for a period of five (5) years after the latest of: (i) final payment under this Agreement, (ii) expiration of the Agreement, or (iii) resolution of any dispute arising from this Agreement.

c) **Audit Rights**. The City and its duly authorized representatives may audit, inspect, examine, and copy the Records at any time during normal business hours upon reasonable notice. Such audits may include review of direct and indirect costs, overhead, multipliers, subconsultant invoices, and supporting documentation.

d) **Costs Disallowed**. If an audit reveals overcharges, unallowable costs, or other amounts improperly invoiced, the Vendor shall promptly refund such amounts to the City. The City may withhold payment, offset against future invoices, or pursue any legal remedy to recover disallowed costs.

e) **Cooperation**. Vendor shall cooperate fully with all audit activities and shall ensure that subconsultants comply with the requirements of this article.

30. **THIRD-PARTY BENEFICIARIES**: Neither Vendor nor City intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

31. **MATERIALITY AND WAIVER OF BREACH**: Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed as a modification of this Agreement. To be effective, any waiver must be in writing and signed by an authorized signatory of the Party granting the waiver.

32. **COUNTERPARTS AND MULTIPLE ORIGINALS**: This Agreement may be executed in multiple originals and may be executed in counterparts, whether signed physically or electronically. Each of these shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

33. **FORCE MAJEURE**: If the performance of this Agreement, or any obligation hereunder, is prevented by reason of hurricane, earthquake, or other casualty caused by nature, epidemic, pandemic, or other public health emergency, or by labor strike, war, or by a law, order, proclamation, regulation, ordinance of any governmental agency (collectively, "Force Majeure Event"), the Party so affected, upon giving prompt notice to the other Party, shall be excused from such performance to the extent of such prevention, provided that the affected Party shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to prevent and remove such cause, and shall promptly notify the other Party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such inability to perform due to the Force Majeure Event exceeds sixty (60) consecutive days, the Party that was not prevented from performance by the Force Majeure Event has the right to terminate this Agreement upon written notice to the other Party. This section shall not supersede or preclude the exercise of any right either Party may otherwise have to terminate this Agreement.

34. **NON-DISCRIMINATION**: Vendor and any subcontractors shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

35. **CONTROLLING PROVISIONS**. Except as otherwise explicitly provided herein, in the event of any conflict between the specific provisions of this Agreement and the requirements or provisions of the Solicitation and the Proposal, the provisions shall be given precedence in the following order: (1) this Agreement, (2) the Solicitation; and (3) the Proposal. Wherever possible, the provisions of the documents shall be construed in such a manner as to avoid conflicts between the provisions of the various documents.

36. **ENTIRE AGREEMENT**: The Agreement, including the Solicitation, the Proposal, and the Exhibits that are incorporated into this Agreement in their entirety, embodies the entire agreement and understanding of the parties concerning the subject matter of this Agreement and supersede all prior and contemporaneous agreements and understandings, oral or written, relating to said subject matter. This Agreement may not be modified except by the Parties' mutual agreement set forth in writing and signed by the Parties.

37. **SEVERABILITY**: If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

38. **AMENDMENTS**: No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the Parties.

39. **HEADINGS**: The headings contained in this Agreement are for the convenience of reference only and shall not affect the interpretation of this Agreement.

40. **NO CONSTRUCTION AGAINST DRAFTER**: The Parties acknowledge that they have both participated in the negotiation and preparation of this Agreement. Accordingly, this Agreement shall not be construed more strictly against either Party, regardless of which Party was responsible for its preparation.

41. **ANTI-HUMAN TRAFFICKING**: On or before the effective date of this Agreement, Vendor shall provide City with an affidavit attesting that the Vendor does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.

42. **DISCRIMINATORY VENDOR AND SCRUTINIZED COMPANIES LISTS; COUNTRIES OF CONCERN:** Vendor represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes. Vendor represents and certifies that it is not, and for the duration of the Term will not be, ineligible to contract with City on any of the grounds stated in Section 287.135, Florida Statutes. Vendor represents that it is and will remain in compliance with Section 286.101, Florida Statutes, for the duration of the Term.

43. **VERIFICATION OF EMPLOYMENT ELIGIBILITY:** Vendor represents that Vendor and each subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Vendor violates this section, City may immediately terminate this Agreement for cause, and Vendor shall be liable for all costs incurred by City due to the termination.

44. **PUBLIC ENTITY CRIME ACT**: Vendor represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Vendor further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Vendor has been placed on the convicted vendor list.

45. **ENTITIES OF FOREIGN CONCERN**: The provisions of this section apply only if Vendor or any subcontractor will have access to an individual's personal identifying information under this Agreement. Vendor represents and certifies: (i) Vendor is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Vendor; and (iii) Vendor is not organized under the laws of and does not have its principal place of business in, a foreign country of concern. On or before the effective date, Vendor and any subcontractor that will have access to personal identifying information shall submit to City executed affidavit(s) under penalty of perjury, in a form approved by City, attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of Section 6. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

46. **FEDERAL GRANT COMPLIANCE**. If any Services are funded in whole or in part by federal funds, Vendor shall comply with all federal requirements applicable to the funding source, including but not limited to procurement, reporting, record retention, audit access, and prohibited telecommunications equipment requirements. In the event of any conflict between this Agreement and the federal requirements, the federal requirements will govern and control.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year last set forth below.

CITY OF BOYNTON BEACH, FLORIDA

By: _____
Print Name:_____
Title:_____
Date: _____

VENDOR

By: _____
[Name, Title]

Date: _____

City Attorney's Office
Approved as to Form

By:_____

Attested/Authenticated:

_____
Tammy Stanzione, Interim City Clerk

26-043R - RIGHTS OF WAY LANDSCAPE MAINTENANCE

Opening Date: July 9, 2026 6:00 PM

Closing Date: August 13, 2026 3:00 PM

Vendor Details

Company Name:	East Coast Industries Corp.
Does your company conduct business under any other name? If yes, please state:	Florida
Address:	6782 BELVEDERE RD WEST PALM BEACH, Florida 33413
Contact:	richard bowden
Email:	estimating@ecifl.net
Phone:	561-222-1544
Fax:	561-222-1544
HST#:	88-3446584

Submission Details

Created On:	Saturday August 08, 2026 07:19:22
Submitted On:	Thursday August 13, 2026 13:03:07
Submitted By:	richard bowden
Email:	estimating@ecifl.net
Transaction #:	e07a4c3a-083c-49b1-bfb9-04abb8068f4e
Submitter's IP Address:	2603:3020:1c14:e100:6ddc:ba80:961:4897

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated.

*Denotes a "**MANDATORY"** field

Do not enter $0.00 dollars unless you are providing the line item at zero dollars to the Owner (unless otherwise specified).

If the line item and/or table is "**NON-MANDATORY**" and you are not bidding on it, leave the table and/or line item blank.Do not enter a $0.00 dollar value.

LANDSCAPE MAINTENANCE FOR RIGHTS OF WAY LOCATIONS

Pricing shall include travel/trip time, supervision, equipment or tools required to perform the services.

1. The undersigned Proposer proposes and agrees, if this proposal is accepted, to enter into a contract with the City to perform and furnish all work as specified herein for the Contract Price and within the Contract Period indicated in this RFP.
2. This proposal price will remain subject to acceptance for One Hundred Twenty (120) calendar days after the day of bid opening. Proposer will sign and submit the necessary documents required by the City within fifteen (15) calendar days prior to the date of the City's Award.
a. Proposer has familiarized themselves with the nature and extent of the contract documents, locality, and all local conditions and laws and regulations that in any manner may affect the cost, progress, performance, or furnishing of the work.
b. Proposer has given the City written notice of all conflicts, errors, or discrepancies that it has discovered in the contract documents, and the written resolution thereof by the City is acceptable to Proposer.
c. This proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham proposal; Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a proposal; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over the City.
3. Proposer will complete the work for the prices shown in the "Proposal Form."
4. Proposer agrees that the Work will be substantially performed and complete in accordance with the schedules established herein.

#	Location	Facility ID	Map ID	Square Feet	Annual Number of Cycles	Price Per Cycle *	Total Annual Cost
1	East Ocean Ave.	0102	B	4120	44	$28.8500	$ 1,269.40
2	East Ocean Ave.	0234	A	774	44	$5.6000	$ 246.40
3	North Federal Hwy.	0015	AX	6927	44	$49.0000	$ 2,156.00
4	North Federal Hwy	0016	B	4608	44	$34.0000	$ 1,496.00
5	North Federal Hwy	0017	B	5883	44	$42.0000	$ 1,848.00
6	North Federal Hwy	0018	B	5296	44	$37.0000	$ 1,628.00
7	South Federal Hwy	0019	B	6890	44	$49.0000	$ 2,156.00
8	South Federal Hwy	0020	B	3413	44	$25.0000	$ 1,100.00
9	South Federal Hwy.	0021	B	15376	44	$112.0000	$ 4,928.00
10	Seacrest Blvd.	0125	B	3436	44	$25.0000	$ 1,100.00
11	NW 5th Court	0134	B	3457	44	$25.0000	$ 1,100.00
12	NW 1st. Street	0135	B	3277	44	$235.0000	$ 10,340.00
13	NW 5th Court	0136	B	3626	44	$26.0000	$ 1,144.00
14	NW 1st Street	0137	B	3298	44	$24.0000	$ 1,056.00
15	NW 3rd Avenue	0138	B	3232	44	$23.0000	$ 1,012.00
16	SE 4th Street	0139	B	3559	44	$25.0000	$ 1,100.00
17	SE 4th Street	0140	D	2028	44	$15.0000	$ 660.00

18	North Federal Hwy.	0199	B	278	44	$2.0000	$ 88.00
19	E. Boynton Beach Blvd.	0217	B	2610	44	$19.0000	$ 836.00
20	Castilla Lane	0206	C	1156	44	$8.5000	$ 374.00
21	Riviera Drive	0208	C	0932	44	$7.0000	$ 308.00
22	Greenbriar Dr	0022	D	22987	44	$161.0000	$ 7,084.00
23	S Federal Hwy	0023	D	6175	44	$43.0000	$ 1,892.00
24	S Federal Hwy	0024	D	12427	44	$87.0000	$ 3,828.00
25	S Federal Hwy	0025	D	1989	44	$14.0000	$ 616.00
26	S Federal Hwy	0026	D	7711	44	$54.0000	$ 2,376.00
27	SE 4th Street	0141	D	2751	44	$20.0000	$ 880.00
28	SE 4th Street	0142	D	2257	44	$15.8000	$ 695.20
29	SE 4th Street	0143	D	2817	44	$19.7500	$ 869.00
30	SE 4th Street	0144	D	0607	44	$4.5000	$ 198.00
31	SE 4th Street	0145	D	2942	44	$21.0000	$ 924.00
32	South Federal Hwy.	0203	D	563	44	$4.0000	$ 176.00
33	Greenbriar Drive	0207	D	3114	44	$22.5000	$ 990.00
34	SE 4th Street	0263	D	733	44	$5.5000	$ 242.00
35	SE 4th Street	0264	D	387	44	$25.0000	$ 1,100.00
36	SE 4th Street	0265	D	2741	44	$30.0000	$ 1,320.00
37	West Woolbright Road	0103	E	9261	44	$65.0000	$ 2,860.00
38	West Woolbright Road	0104	E	21446	44	$155.0000	$ 6,820.00
39	West Woolbright Road	0224	E	3779	44	$27.0000	$ 1,188.00
40	SW 8th Street	0180	F	5295	44	$37.0000	$ 1,628.00
41	SW 8th Street	0181	F	2214	44	$15.7500	$ 693.00
42	SW 8th Street	0182	F	8734	44	$62.0000	$ 2,728.00
43	SW 8th Street	0183	F	5868	44	$41.0000	$ 1,804.00
44	S. Congress Avenue	0053	G	5222	44	$38.0000	$ 1,672.00
45	S. Congress Avenue	0054	G	14984	44	$105.0000	$ 4,620.00
46	S. Congress Avenue	0055	G	4021	44	$28.0000	$ 1,232.00
47	S. Congress Avenue	0056	G	10951	44	$77.0000	$ 3,388.00
48	S. Congress Avenue	0266	G	5815	44	$41.0000	$ 1,804.00
49	S. Congress Avenue	0267	AJ	6500	44	$45.5000	$ 2,002.00
50	SW Congress Blvd.	0330	G	2177	44	$15.5000	$ 682.00
51	Ocean Parkway	0113	I	1864	44	$13.5000	$ 594.00
52	North Congress Avenue	0066	BG	18362	44	$128.0000	$ 5,632.00
53	North Congress Avenue	0067	L	11373	44	$80.0000	$ 3,520.00
54	North Congress Avenue	0068	L	20715	44	$100.0000	$ 4,400.00
55	North Congress Avenue	0069	L	15668	44	$130.0000	$ 5,720.00
56	South Federal Highway	0038	O	13865	44	$130.0000	$ 5,720.00
57	South Federal Highway	0039	O	9344	44	$66.5000	$ 2,926.00
58	South Federal Highway	0040	O	8711	44	$61.0000	$ 2,684.00
59	South Federal Highway	0173	O	5794	44	$41.0000	$ 1,804.00
60	Gulfstream Blvd.	0174	O	887	44	$6.5000	$ 286.00
61	Gulfstream Blvd.	0175	P	10309	44	$72.0000	$ 3,168.00
62	South Federal Highway	0205	O	1170	44	$8.2000	$ 360.80
63	Gulfstream Blvd.	0176	P	5734	44	$40.6000	$ 1,786.40
64	Gulfstream Blvd	0177	P	5324	44	$37.5000	$ 1,650.00
65	Gulfstream Blvd	0178	P	1613	44	$11.5000	$ 506.00
66	Gulfstream Blvd	0179	P	3319	44	$24.0000	$ 1,056.00
67	South Congress Avenue	0042	R	6079	44	$45.0000	$ 1,980.00
68	South Congress Avenue	0043	R	3288	44	$23.0000	$ 1,012.00
69	South Congress Avenue	0044	R	15236	44	$58.0000	$ 2,552.00

70	South Congress Avenue	0045	R	8376	44	$58.7500	$ 2,585.00
71	South Congress Avenue	0046	R	9608	44	$68.0000	$ 2,992.00
72	South Federal Highway	0033	AG	10769	44	$76.0000	$ 3,344.00
73	South Federal Highway	0034	V	7739	44	$55.0000	$ 2,420.00
74	South Federal Highway	0035	V	19456	44	$140.0000	$ 6,160.00
75	South Federal Highway	0036	V	9619	44	$68.0000	$ 2,992.00
76	South Federal Highway	0037	V	23743	44	$170.0000	$ 7,480.00
77	South Federal Highway	0204	V	793	44	$10.0000	$ 440.00
78	South Federal Highway	0274	V	482	44	$10.0000	$ 440.00
79	Chapel Hill Blvd	0185	W	6306	44	$45.0000	$ 1,980.00
80	Chapel Hill Blvd	0186	W	5020	44	$45.0000	$ 1,980.00
81	Chapel Hill Blvd	0187	W	6745	44	$48.0000	$ 2,112.00
82	Chapel Hill Blvd	0188	W	8595	44	$63.0000	$ 2,772.00
83	Chapel Hill Blvd	0189	W	6454	44	$45.0000	$ 1,980.00
84	Chapel Hill Blvd	0190	W	10148	44	$72.0000	$ 3,168.00
85	South Seacrest Blvd.	0289	W	3627	44	$26.0000	$ 1,144.00
86	South Seacrest Blvd.	0290	W	3497	44	$26.0000	$ 1,144.00
87	SW 30th Avenue	0159	Y	2928	44	$26.0000	$ 1,144.00
88	SW 30th Avenue	0160	X	1450	44	$26.0000	$ 1,144.00
89	South Congress Avenue	0047	Y	11285	44	$80.0000	$ 3,520.00
90	South Congress Avenue	0048	Y	8386	44	$80.0000	$ 3,520.00
91	South Congress Avenue	0049	Y	11577	44	$85.0000	$ 3,740.00
92	South Congress Avenue	0050	Y	9954	44	$70.0000	$ 3,080.00
93	Charter Drive N.	0154	Y	2156	44	$15.0000	$ 660.00
94	Charter Drive N.	0155	Y	2530	44	$18.0000	$ 792.00
95	SW 30th Avenue	0156	Y	424	44	$5.0000	$ 220.00
96	SW 30th Avenue	0157	Y	444	44	$5.0000	$ 220.00
97	SW 30th Avenue	0158	Y	1774	44	$13.0000	$ 572.00
98	SW 27th Avenue	0161	Y	2750	44	$20.0000	$ 880.00
99	SW 27th Avenue	0162	Y	2033	44	$15.0000	$ 660.00
100	SW 27th Avenue	0163	Y	254	44	$5.0000	$ 220.00
101	SW 25th Avenue	0164	Y	950	44	$5.0000	$ 220.00
102	SW 25th Avenue	0165	Y	1800	44	$13.0000	$ 572.00
103	SW 25th Avenue	0166	Y	2126	44	$15.0000	$ 660.00
104	Palmland Drive	0270	Z	14560	44	$102.0000	$ 4,488.00
105	Palmland Drive	0293	Y	20576	44	$100.0000	$ 4,400.00
106	South Congress Avenue	0041	AC	15987	44	$112.0000	$ 4,928.00
107	South Federal Highway	0027	AG	10166	44	$72.0000	$ 3,168.00
108	South Federal Highway	0028	AG	2562	44	$18.0000	$ 792.00
109	South Federal Highway	0029	AG	4245	44	$30.0000	$ 1,320.00
110	South Federal Highway	0030	AG	8239	44	$58.0000	$ 2,552.00
111	Tuscany Way	0031	AG	11960	44	$85.0000	$ 3,740.00
112	Coastal Bay Blvd.	0032	AG	3425	44	$24.0000	$ 1,056.00
113	South Federal Highway	0272	AG	341	44	$5.0000	$ 220.00
114	South Federal Highway	0273	AG	490	44	$5.0000	$ 220.00
115	SW 23rd Avenue	0191	AH	2005	44	$15.0000	$ 660.00
116	SW 23rd Terrace	0248	AH	46996	44	$330.0000	$ 14,520.00
117	SW 23rd Terrace	0249	AH	28042	44	$196.0000	$ 8,624.00
118	SW 23rd Avenue	0271	AH	48022	44	$250.0000	$ 11,000.00
119	SW 3rd Street	0327	AH	900	44	$6.5000	$ 286.00
120	W. Woolbright Road	0105	AI	15404	44	$107.0000	$ 4,708.00
121	W. Woolbright Road	0106	AI	13398	44	$98.0000	$ 4,312.00

122	W. Woolbright Road	0107	AI	14385	44	$105.0000	$ 4,620.00
123	SW 23rd Avenue	0328	AI	6422	44	$46.0000	$ 2,024.00
124	SW 23rd Avenue	0329	AI	10385	44	$73.0000	$ 3,212.00
125	South Congress Avenue	0051	AJ	12735	44	$89.0000	$ 3,916.00
126	South Congress Avenue	0052	AJ	7007	44	$49.0000	$ 2,156.00
127	W. Woolbright Road	0108	AJ	4199	44	$29.0000	$ 1,276.00
128	W. Woolbright Road	0109	AJ	5633	44	$39.0000	$ 1,716.00
129	W. Woolbright Road	0110	AJ	2534	44	$18.2000	$ 800.80
130	W. Woolbright Road	0111	AJ	9757	44	$69.0000	$ 3,036.00
131	W. Woolbright Road	0112	AK	13868	44	$98.0000	$ 4,312.00
132	W. Woolbright Road	0225	AJ	3612	44	$25.5500	$ 1,124.20
133	South Congress Avenue	0268	AJ	3387	44	$24.0000	$ 1,056.00
134	SW 26th Street	0280	AJ	1452	44	$11.0000	$ 484.00
135	SW 26th Street	0281	AJ	1444	44	$11.0000	$ 484.00
136	N. Federal Highway	0004	AL	4609	44	$33.0000	$ 1,452.00
137	N. Federal Highway	0005	AL	7459	44	$52.0000	$ 2,288.00
138	FEC Railway	0193	BC	72858	44	$300.0000	$ 13,200.00
139	FEC Railway	0195	AM	113980	44	$400.0000	$ 17,600.00
140	N. Federal Highway	0006	AM	3281	44	$23.0000	$ 1,012.00
141	N. Federal Highway	0007	AM	2284	44	$16.0000	$ 704.00
142	N. Federal Highway	0008	AM	7350	44	$52.0000	$ 2,288.00
143	N. Federal Highway	0009	AM	6304	44	$44.0000	$ 1,936.00
144	E. Gateway Blvd.	0093	AM	41143	44	$294.0000	$ 12,936.00
145	Seacrest Court	0192	AX	4425	44	$31.0000	$ 1,364.00
146	E. Gateway Blvd.	0275	AM	475	44	$5.0000	$ 220.00
147	E. Gateway Blvd.	0276	AM	1104	44	$11.0000	$ 484.00
148	W. Gateway Blvd.	0090	BE	4144	44	$30.0000	$ 1,320.00
149	W. Gateway Blvd.	0091	AN	12900	44	$90.0000	$ 3,960.00
150	W. Gateway Blvd.	0092	AN	7486	44	$52.0000	$ 2,288.00
151	NW 17th Avenue	0126	AN	1293	44	$9.0000	$ 396.00
152	NW 17th Avenue	0127	AN	7806	44	$55.0000	$ 2,420.00
153	NW 17th Avenue	0128	AN	8628	44	$60.0000	$ 2,640.00
154	NW 17th Avenue	0129	AN	4761	44	$32.0000	$ 1,408.00
155	NW 17th Avenue	0130	AN	4173	44	$29.0000	$ 1,276.00
156	W. Gateway Blvd.	0214	AN	659	44	$10.0000	$ 440.00
157	W. Gateway Blvd.	0215	BE	3203	44	$22.0000	$ 968.00
158	High Ridge Road	0306	AN	1160	44	$8.0000	$ 352.00
159	High Ridge Road	0307	AN	997	44	$8.0000	$ 352.00
160	High Ridge Road	0308	AN	2227	44	$16.0000	$ 704.00
161	High Ridge Road	0309	AN	3034	44	$21.0000	$ 924.00
162	High Ridge Road	0310	AN	7458	44	$52.5000	$ 2,310.00
163	High Ridge Road	0311	AN	5653	44	$40.0000	$ 1,760.00
164	High Ridge Road	0312	AN	2323	44	$16.0000	$ 704.00
165	High Ridge Road	0313	AN	2145	44	$16.0000	$ 704.00
166	Park Ridge Blvd.	0314	AN	4042	44	$28.0000	$ 1,232.00
167	High Ridge Road	0325	AN	2253	44	$16.0000	$ 704.00
168	W. Gateway Blvd.	0083	AO	3632	44	$25.0000	$ 1,100.00
169	W. Gateway Blvd.	0084	AO	5311	44	$37.0000	$ 1,628.00
170	Quantum Lakes Drive	0085	AO	11856	44	$84.0000	$ 3,696.00
171	W. Gateway Blvd.	0086	AO	7077	44	$49.0000	$ 2,156.00
172	W. Gateway Blvd.	0087	AO	7419	44	$49.0000	$ 2,156.00
173	W. Gateway Blvd.	0088	AO	1682	44	$12.0000	$ 528.00

174	W. Gateway Blvd.	0089	AO	5494	44	$38.5000	$ 1,694.00
175	Quantum Blvd.	0296	AO	8090	44	$56.0000	$ 2,464.00
176	Quantum Blvd.	0302	BF	3329	44	$23.0000	$ 1,012.00
177	Quantum Blvd.	0303	AO	5531	44	$38.5000	$ 1,694.00
178	Quantum Blvd.	0304	AO	2774	44	$20.0000	$ 880.00
179	Quantum Blvd.	0305	AO	6787	44	$48.0000	$ 2,112.00
180	Quantum Lakes Drive	0319	AO	6496	44	$48.0000	$ 2,112.00
181	Quantum Lakes Drive	0320	AO	1921	44	$13.5000	$ 594.00
182	Quantum Lakes Drive	0321	AO	2169	44	$15.5000	$ 682.00
183	Quantum Blvd.	0326	AO	19416	44	$140.0000	$ 6,160.00
184	Park Ridge Blvd.	0331	AO	1400	44	$10.0000	$ 440.00
185	Park Ridge Blvd.	0332	AO	1200	44	$10.0000	$ 440.00
186	North Congress Avenue	0059	BA	5528	44	$38.5000	$ 1,694.00
187	North Congress Avenue	0060	AP	8933	44	$62.5000	$ 2,750.00
188	North Congress Avenue	0061	AP	4876	44	$34.0000	$ 1,496.00
189	North Congress Avenue	0062	AP	6863	44	$47.5000	$ 2,090.00
190	North Congress Avenue	0063	AP	9315	44	$65.0000	$ 2,860.00
191	W. Gateway Blvd.	0079	AP	7842	44	$55.0000	$ 2,420.00
192	W. Gateway Blvd.	0080	AP	5078	44	$35.0000	$ 1,540.00
193	W. Gateway Blvd.	0081	AP	3373	44	$23.0000	$ 1,012.00
194	W. Gateway Blvd	0082	AP	4729	44	$33.0000	$ 1,452.00
195	W Gateway Blvd	0216	AP	3619	44	$25.0000	$ 1,100.00
196	N. Congress Ave	0254	AP	487	44	$3.5000	$ 154.00
197	Quantum Blvd.	0294	AP	2846	44	$20.0000	$ 880.00
198	Quantum Blvd.	0295	AP	9436	44	$66.5000	$ 2,926.00
199	Gateway Blvd.	0322	AR	10902	44	$76.0000	$ 3,344.00
200	Gateway Blvd.	0323	AR	10009	44	$70.0000	$ 3,080.00
201	Gateway Blvd.	0324	AR	13053	44	$91.0000	$ 4,004.00
202	SW 6th Street	0194	AS	2718	44	$19.0000	$ 836.00
203	W. Boynton Beach Blvd.	0097	AT	10609	44	$75.0000	$ 3,300.00
204	W. Bounton Beach Blvd.	0098	AT	15607	44	$109.0000	$ 4,796.00
205	SW 2nd Ave	0184	AT	2528	44	$18.0000	$ 792.00
206	W. Boynton Beach Blvd	0219	AT	3555	44	$25.0000	$ 1,100.00
207	W. Boynton Beach Blvd	0220	AU	5244	44	$36.0000	$ 1,584.00
208	Isle Court	0226	AT	388	44	$2.7000	$ 118.80
209	Venice Drive	0227	AT	342	44	$2.7000	$ 118.80
210	Old Boynton Road	0333	AT	1230	44	$9.0000	$ 396.00
211	W. Boynton Beach Blvd.	0099	AU	5213	44	$36.0000	$ 1,584.00
212	NW 31st Terrace	0100	AU	6942	44	$48.0000	$ 2,112.00
213	W. Boynton Beach Blvd.	0101	AU	19084	44	$133.0000	$ 5,852.00
214	W. Boynton Beach Blvd.	0221	AU	757	44	$5.0000	$ 220.00
215	Winchester Park Blvd.	0229	AU	4348	44	$30.0000	$ 1,320.00
216	Winchester Park Blvd.	0230	AU	4189	44	$30.0000	$ 1,320.00
217	Winchester Park Blvd.	0231	AU	4886	44	$35.0000	$ 1,540.00
218	N. Congress Ave	0256	AU	5019	44	$35.0000	$ 1,540.00
219	N. Congress Ave	0257	AU	3709	44	$26.0000	$ 1,144.00
220	N. Congress Ave	0258	AU	225	44	$2.0000	$ 88.00
221	N. Congress Ave	0259	AU	4991	44	$35.0000	$ 1,540.00
222	N. Congress Ave	0260	AU	4678	44	$33.0000	$ 1,452.00
223	N. Congress Ave	0261	AU	950	44	$6.6500	$ 292.60
224	N. Congress Ave	0262	AU	5674	44	$40.0000	$ 1,760.00
225	Old Boynton Road	0335	AU	500	44	$3.5000	$ 154.00

226	W. Boynton Beach Blvd	0222	AV	608	44	$5.0000	$ 220.00
227	Boynton Beach Blvd.	0223	AV	11399	44	$84.0000	$ 3,696.00
228	N. Federal Highway	0010	AX	4684	44	$32.0000	$ 1,408.00
229	N. Federal Highway	0011	AX	3545	44	$25.0000	$ 1,100.00
230	N. Federal Highway	0012	AX	4211	44	$30.0000	$ 1,320.00
231	N. Federal Highway	0013	AX	5919	44	$42.0000	$ 1,848.00
232	N. Federal Highway	0014	AX	1724	44	$12.0000	$ 528.00
233	North Seacrest Blvd.	0120	AX	576	44	$4.0000	$ 176.00
234	North Seacrest Blvd.	0121	AX	770	44	$6.0000	$ 264.00
235	North Seacrest Blvd.	0122	AX	640	44	$6.0000	$ 264.00
236	North Seacrest Blvd.	0123	AX	1839	44	$13.0000	$ 572.00
237	North Seacrest Blvd.	0124	AX	3338	44	$23.0000	$ 1,012.00
238	NW 9th Court	0131	AX	3293	44	$23.0000	$ 1,012.00
239	NW 7th Court	0132	AX	3179	44	$23.0000	$ 1,012.00
240	NW 7th Avenue	0133	AX	3241	44	$23.0000	$ 1,012.00
241	N. Federal Highway	0196	AX	1905	44	$13.0000	$ 572.00
242	FEC Railway	0197	AX	35048	44	$140.0000	$ 6,160.00
243	N. Federal Hwy	0198	AX	470	44	$3.5000	$ 154.00
244	Ocean Inlet Drive	0292	AX	3059	44	$21.0000	$ 924.00
245	E. Martin Luther King Jr Blvd.	0337	AX	1640	44	$12.0000	$ 528.00
246	Park Ridge Blvd.	0315	AZ	8710	44	$61.0000	$ 2,684.00
247	Park Ridge Blvd.	0316	AZ	5221	44	$36.0000	$ 1,584.00
248	Park Ridge Blvd	0317	AZ	3690	44	$25.0000	$ 1,100.00
249	Park Ridge Blvd	0318	AZ	2471	44	$17.0000	$ 748.00
250	N. Congress Ave	0057	BA	8004	44	$56.0000	$ 2,464.00
251	N. Congress Ave	0058	BA	14919	44	$105.0000	$ 4,620.00
252	N. Congress Ave	0255	BA	5320	44	$35.0000	$ 1,540.00
253	N. Federal Highway	0001	BC	4662	44	$30.0000	$ 1,320.00
254	N. Federal Highway	0002	BC	2673	44	$15.0000	$ 660.00
255	N. Federal Highway	0003	BC	4238	44	$30.0000	$ 1,320.00
256	Ocean Parkway	0114	BD	1886	44	$13.0000	$ 572.00
257	Ocean Parkway	0115	BD	3608	44	$25.0000	$ 1,100.00
258	Ocean Pkwy	0116	BD	2186	44	$15.0000	$ 660.00
259	Ocean Parkway	0117	BD	2638	44	$18.0000	$ 792.00
260	Ocean Parkway	0118	BD	6355	44	$44.0000	$ 1,936.00
261	Ocean Parkway	0119	BD	4430	44	$31.0000	$ 1,364.00
262	NE 26th Ave	0242	BD	4800	44	$31.0000	$ 1,364.00
263	High Ridge Road	0283	BE	1841	44	$12.6000	$ 554.40
264	High Ridge Road	0284	BE	3430	44	$23.0000	$ 1,012.00
265	High Ridge Road	0285	BE	1748	44	$12.0000	$ 528.00
266	Quantum Blvd.	0298	BF	4993	44	$35.0000	$ 1,540.00
267	Quantum Blvd.	0299	BF	2572	44	$17.0000	$ 748.00
268	Quantum Blvd.	0300	BF	2683	44	$18.0000	$ 792.00
269	Quantum Blvd.	0301	BF	2185	44	$15.0000	$ 660.00
270	N. Congress Avenue	0064	BG	9685	44	$67.0000	$ 2,948.00
271	N. Congress Avenue	0065	BG	15782	44	$105.0000	$ 4,620.00
272	Sandalwood Drive	0167	BG	1312	44	$9.0000	$ 396.00
273	Sandalwood Drive	0168	BG	1502	44	$10.0000	$ 440.00
274	Sandalwood Drive	0169	BG	8647	44	$51.0000	$ 2,244.00
275	Sandalwood Drive	0170	BG	14953	44	$80.0000	$ 3,520.00
276	Sandalwood Drive	0171	BG	5970	44	$41.0000	$ 1,804.00
277	Sandalwood Dr	0172	BG	1538	44	$10.0000	$ 440.00

278	N. Congress Avenue	0253	BG	531	44	$4.0000	$ 176.00
279	Hypoluxo Road	0146	BJ	635	44	$4.0000	$ 176.00
280	Hypoluxo Road	0211	BK	3353	44	$20.0000	$ 880.00
281	Hypoluxo Road	0075	BK	23214	44	$115.0000	$ 5,060.00
282	Hypoluxo Road	0076	BK	7832	44	$55.0000	$ 2,420.00
283	Hypoluxo Road	0077	BK	1715	44	$12.0000	$ 528.00
284	Hypoluxo Road	0078	BK	3000	44	$21.0000	$ 924.00
285	Hypoluxo Road	0212	BK	3843	44	$21.0000	$ 924.00
286	Hypoluxo Road	0071	BM	23533	44	$138.0000	$ 6,072.00
287	Meadows Way	0072	BL	15732	44	$96.0000	$ 4,224.00
288	Hypoluxo Road	0073	BL	5468	44	$32.0000	$ 1,408.00
289	Hypoluxo Road	0074	BL	3006	44	$18.0000	$ 792.00
290	Hypoluxo Road	0213	BL	2722	44	$16.0000	$ 704.00
291	N. Congress Avenue	0251	BL	4845	44	$28.0000	$ 1,232.00
292	N. Congress Avenue	0252	BL	996	44	$6.0000	$ 264.00
293	Hypoluxo Road	0070	BM	8673	44	$51.0000	$ 2,244.00
						Subtotal:	$ 589,322.80

LANDSCAPE MAINTENANCE FOR OVERPASSES, ON/OFF RAMPS, AND INTERCHANGE AREAS

Pricing shall include travel/trip time, supervision, equipment or tools required to perform the services.

**** Please refer to section 3. H in the RFP solicitation document for specific information.***

1. The undersigned Proposer proposes and agrees, if this proposal is accepted, to enter into a contract with the City to perform and furnish all work as specified herein for the Contract Price and within the Contract Period indicated in this RFP.
2. This proposal price will remain subject to acceptance for ninety (90) calendar days after the day of bid opening. Proposer will sign and submit the necessary documents required by the City within fifteen (15) calendar days prior to the date of the City's Award.
a. Proposer has familiarized themselves with the nature and extent of the contract documents, locality, and all local conditions and laws and regulations that in any manner may affect the cost, progress, performance, or furnishing of the work.
b. Proposer has given the City written notice of all conflicts, errors, or discrepancies that it has discovered in the contract documents, and the written resolution thereof by the City is acceptable to Proposer.
c. This proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham proposal; Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a proposal; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over the City.
3. Proposer will complete the work for the prices shown in the "Proposal Form."
4. Proposer agrees that the Work will be substantially performed and complete in accordance with the schedules established herein.

#	Location	Facility ID	Map ID	Linear Feet	Annual Number of Cycles	Price Per Cycle *	Total Annual Cost
1	W. Woolbright Road	0501	E	5200	44	$375.0000	$ 16,500.00
2	SW 23rd Avenue	0502	AH	4400	44	$375.0000	$ 16,500.00
3	Gateway Blvd.	0503	BE	2960	44	$250.0000	$ 11,000.00
						Subtotal:	$ 44,000.00

ANCILLARY SERVICE - PLANT REMOVAL

Pricing shall include travel/trip time, supervision, equipment or tools required to perform the services.

1. The undersigned Proposer proposes and agrees, if this proposal is accepted, to enter into a contract with the City to perform and furnish all work as specified herein for the Contract Price and within the Contract Period indicated in this RFP.
2. This proposal price will remain subject to acceptance for One Hundred Twenty (120) calendar days after the day of bid opening. Proposer will sign and submit the necessary documents required by the City within fifteen (15) calendar days prior to the date of the City's Award.
a. Proposer has familiarized themselves with the nature and extent of the contract documents, locality, and all local conditions and laws and regulations that in any manner may affect the cost, progress, performance, or furnishing of the work.
b. Proposer has given the City written notice of all conflicts, errors, or discrepancies that it has discovered in the contract documents, and the written resolution thereof by the City is acceptable to Proposer.
c. This proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham proposal; Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a proposal; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over the City.
3. Proposer will complete the work for the prices shown in the "Proposal Form."
4. Proposer agrees that the Work will be substantially performed and complete in accordance with the schedules established herein.

#	Description	Quantity	Unit Price *	Removal Cost
1	Tree Removal – Costs include all equipment, materials, labor and legal disposal of removed tree materials.	1	$500.0000	$ 500.00
2	Palm Removal – Costs include all equipment, materials, labor and legal disposal of removed palm tree materials.	1	$350.0000	$ 350.00
3	Shrub Removal – Costs include all equipment, materials, labor and legal disposal of removed shrub materials.	1	$25.0000	$ 25.00
4	Ground Cover Removal – Costs include all equipment, materials, labor and legal disposal of removed ground cover materials. This is measured in square feet. Enter price for one square foot.	1	$0.3500	$ 0.35

ANCILLARY SERVICE - REMOVAL COST FOR GRASS

Pricing shall include travel/trip time, supervision, equipment or tools required to perform the services.

1. The undersigned Proposer proposes and agrees, if this proposal is accepted, to enter into a contract with the City to perform and furnish all work as specified herein for the Contract Price and within the Contract Period indicated in this RFP.
2. This proposal price will remain subject to acceptance for One Hundred Twenty (120) calendar days after the day of bid opening. Proposer will sign and submit the necessary documents required by the City within fifteen (15) calendar days prior to the date of the City's Award.
a. Proposer has familiarized themselves with the nature and extent of the contract documents, locality, and all local conditions and laws and regulations that in any manner may affect the cost, progress, performance, or furnishing of the work.
b. Proposer has given the City written notice of all conflicts, errors, or discrepancies that it has discovered in the contract documents, and the written resolution thereof by the City is acceptable to Proposer.
c. This proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham proposal; Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a proposal; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over the City.
3. Proposer will complete the work for the prices shown in the "Proposal Form."
4. Proposer agrees that the Work will be substantially performed and complete in accordance with the schedules established herein.

#	Description	Quantity	Square Foot Cost *	Total Cost
1	Turfgrass Removal – Costs include all equipment, materials, labor and legal disposal of removed turfgrass.	1	$0.5000	$ 0.50

ANCILLARY SERVICE - SOD INSTALLATION

Pricing shall include travel/trip time, supervision, equipment or tools required to perform the services.

1. The undersigned Proposer proposes and agrees, if this proposal is accepted, to enter into a contract with the City to perform and furnish all work as specified herein for the Contract Price and within the Contract Period indicated in this RFP.
2. This proposal price will remain subject to acceptance for One Hundred Twenty (120) calendar days after the day of bid opening. Proposer will sign and submit the necessary documents required by the City within fifteen (15) calendar days prior to the date of the City's Award.
a. Proposer has familiarized themselves with the nature and extent of the contract documents, locality, and all local conditions and laws and regulations that in any manner may affect the cost, progress, performance, or furnishing of the work.
b. Proposer has given the City written notice of all conflicts, errors, or discrepancies that it has discovered in the contract documents, and the written resolution thereof by the City is acceptable to Proposer.
c. This proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham proposal; Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a proposal; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over the City.
3. Proposer will complete the work for the prices shown in the "Proposal Form."
4. Proposer agrees that the Work will be substantially performed and complete in accordance with the schedules established herein.

#	Description	Quantity	Square Foot Cost *	Total Cost
1	Turfgrass Installation- Costs include prep work installation and care until established. Typical turfgrass – Bahia and St. Augustine	1	$0.8500	$ 0.85

ANCILLARY SERVICE - MULCH DELIVERY and INSTALLATION

This is form is for providing rates for delivery and installation. **Installation – Costs include all equipment, materials, labor.**

#	Description	Square Foot	Cost per Square Ft. *	Total
1	Mulch Delivery	1	$0.1000	$ 0.10
2	Mulch Installation	1	$0.2000	$ 0.20

OPTIONAL SERVICE - LAND CLEARING

The City shall not consider optional services pricing when comparing and evaluating responses. The City reserves the right to utilize or not utilize optional pricing for Lot Clearing Services at the City's discretion. Lot Clearing Services will be requested per individual quotations per lot on a case-by-case basis. Lot Clearing services shall include grass and weed cutting and landscape trimming as required.

This is form is for providing rates for land clearing. Clean-up of designated land, including all equipment, labor and legal disposal of removed garbage/debris & vegetative material, including mulch.

#	Description	Square Foot	Cost per Square Ft. *	Total
1	Land Clearing	1	$0.6000	$ 0.60

ANCILLARY SERVICE - HURRICANE PREPAREDNESS

Hurricane Preparedness – Thinning of tree canopies and removal of dead or diseased branches to minimize projectiles and assist with wind resistance.

Pricing shall include travel/trip time, supervision, equipment or tools required to perform the services.

1. The undersigned Proposer proposes and agrees, if this proposal is accepted, to enter into a contract with the City to perform and furnish all work as specified herein for the Contract Price and within the Contract Period indicated in this RFP.
2. This proposal price will remain subject to acceptance for One Hundred Twenty (120) calendar days after the day of bid opening. Proposer will sign and submit the necessary documents required by the City within fifteen (15) calendar days prior to the date of the City's Award.
a. Proposer has familiarized themselves with the nature and extent of the contract documents, locality, and all local conditions and laws and regulations that in any manner may affect the cost, progress, performance, or furnishing of the work.
b. Proposer has given the City written notice of all conflicts, errors, or discrepancies that it has discovered in the contract documents, and the written resolution thereof by the City is acceptable to Proposer.
c. This proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham proposal; Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a proposal; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over the City.
3. Proposer will complete the work for the prices shown in the "Proposal Form."
4. Proposer agrees that the Work will be substantially performed and complete in accordance with the schedules established herein.

#	Description	Quantity	Unit Price *	Total Cost
1	Hurricane Prepared Palm Price	1	$75.0000	$ 75.00
2	Hurricane Prepared Tree Price	1	$850.0000	$ 850.00

ANCILLARY SERVICE - NEW IRRIGATION INSTALLATION - MATERIAL MARK UP %

Include percentage mark-up from cost.

#	Material Mark Up	Percentage *
1	Contractor's material Cost Plus:	$5.0000

ANCILLARY SERVICE - NEW IRRIGATION INSTALLATION

This is form is for providing rates for land clearing. Clean-up of designated land, including all equipment, labor and legal disposal of removed garbage/debris & vegetative material, including mulch.

#	Description	Quantity	Unit Cost *	Total
1	Labor - PER HOURLY CHARGE	1	$35.0000	$ 35.00
2	Drafting - PER HOURLY CHARGE	1	$55.0000	$ 55.00
3	Cost of Installation - PER SQUARE FOOT	1	$0.8500	$ 0.85

Summary Table

Bid Form	Amount
LANDSCAPE MAINTENANCE FOR RIGHTS OF WAY LOCATIONS	$ 589,322.80
LANDSCAPE MAINTENANCE FOR OVERPASSES, ON/OFF RAMPS, AND INTERCHANGE AREAS	$ 44,000.00
ANCILLARY SERVICE - PLANT REMOVAL	$ 0.00
ANCILLARY SERVICE - REMOVAL COST FOR GRASS	$ 0.00
ANCILLARY SERVICE - SOD INSTALLATION	$ 0.00
ANCILLARY SERVICE - HURRICANE PREPAREDNESS	$ 0.00
Subtotal Contract Amount:	$ 633,322.80

Confirmation of Minority Owned Business

A 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 to make it an official part of with your Proposal responses.

☑ We will not be submitting for Confirmation of Minority Owned Business

Description	Response *	Comments	
Is your company a Minority Owned business?			
Please select the appropriate response			
Do you possess a certification qualifying your business as a Minority Owned business?			
Issuing organization name			*
Date of Issuance			*

Letter of Interest

The Letter of Interest shall summarizes the Proposer's primary qualifications and a firm commitment to provide the proposed services.

#	Description	Response *
1	The Letter of Interest shall summarizes the Proposer's primary qualifications and a firm commitment to provide the proposed services.	To the Evaluation Committee, East Coast Industries Corp respectfully submits this Letter of Interest for the City of Boynton Beach's RFP 26043R for Rights of Way Landscape Maintenance Services. Our firm is a licensed Florida contractor with more than five years of continuous operation in South Florida, providing municipal landscape maintenance, streetscape improvements, hardscape installation, and right of way vegetation management throughout Palm Beach, Martin, and Broward Counties. Our qualifications directly align with the scope of this solicitation. As documented in our Experience Statement, East Coast Industries Corp has successfully completed multiple public sector projects of similar size, complexity, and operational requirements, including: Boynton Beach Streetscape – $320,000 (2022) Streetscape enhancement along a primary commercial corridor, including street trees, irrigation extensions, sod, mulch, ornamental plantings, and coordination with FDOT and City utilities. Fire Station 40 – City of Palm Beach Gardens – $185,000 (2021) Full landscape and hardscape installation including irrigation, decorative concrete, pavers, sod, and native plantings. Jupiter Town Hall Phase 2 – $210,000 (2022) Campuswide landscape and hardscape improvements, ADAcompliant walkways, irrigation tieins, and municipal coordination. Municipal & HOA Grounds Maintenance – Ongoing (2019–Present) Annual

		contracts ranging from $40,000–$120,000 per client, including mowing, edging, trimming, pruning, fertilization, pest management, mulch replenishment, and irrigation monitoring. Additionally, East Coast Industries Corp maintains extensive experience in land clearing, grubbing, grading, and vegetation removal for municipal agencies, including Palm Beach County Fire Rescue and Morganti Construction, with project values ranging from $1,931 to $160,000. Our firm is fully equipped with commercialgrade landscape maintenance equipment, GPStracked vehicles, and trained field crews capable of performing consistent, reliable, and safetycompliant rightofway maintenance. We maintain all required licenses, insurance, workers' compensation coverage, and bonding capacity. We are also familiar with publicsector procurement requirements, including certified payroll, performance and payment bonds, and compliance with Davis Bacon or prevailing wage obligations when applicable. East Coast Industries Corp is committed to providing the City of Boynton Beach with dependable, high quality landscape maintenance services that enhance public safety, preserve infrastructure visibility, and maintain the aesthetic standards expected within the City's rights of way. We appreciate the opportunity to participate in this solicitation and look forward to presenting our full proposal. Sincerely, East Coast Industries Corp West Palm Beach, Florida Richard Bowden, VP .

Local Business Status Certification

I am an authorized representative of the business and, on behalf of the Business, request that it be deemed to be a local business for purposes of the City of Boynton Beach Local Preference Program. Answering yes to Question 1 and Question 2 below will qualify the business as a local business. In support of this request, I certify the following to be true and correct:

I understand that misrepresentation of any facts in connection with this request may be cause for removal from the certified local business list. I also agree that the business is required to notify the City in writing should it cease to qualify as a local business.

By checking the box that you are not submitting for "Local Business Status Certification" you declare that you are not a local business in the City of Boynton Beach.

☑ We will not be submitting for Local Business Status Certification

Is the business located within the City limits of Boynton Beach, Florida? *	Does the business have a business tax receipt issued in the current year? *	Is the business registered with the Florida Division of Corporations? *	Number of years in business *	Business license number *
○ Yes ○ No	○ Yes ○ No	○ Yes ○ No		

OFFEROR'S QUALIFICATION STATEMENT

#	Description	Response *
1	How many years has your organization been in business under its present name?	4
2	If Vendor is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statute.	N/A
3	Under what former name (s) had your business operated? Also list former address(es) of that business, if any.	Country West Landscape and Design
4	Have you ever been disbarred or suspended from doing business with any governmental entity? If Yes, explain.	N/A
5	Are you licensed? If Yes, attach copy of license to submission package.	Yes
6	Has your company ever declared bankruptcy? If Yes, explain.	N/A
7	If Proposer is a corporation, answer the following: date and state of incorporation, president and vice president's name, name Registered Agent, and date of organization:	07/18/2022 President Ray Bowden, VP Richard Bowden
8	If Proposer is other than an individual, corporation, or partnership, describe the organization and give the name and address of principals:	N/A

9	What will be your turn a round time for written responses to City inquiries?	12 hours
10	List the pertinent experience of the key individuals of your organization (continue on additional sheet of paper, if necessary)	Richard Bowden V.P Experience/Qualifications 2019 - Present - East Coast Nursery Vice President Lead in Operations 2019-2021 - Manager of Nursery Operations and Landscape Installation Projects ranging from $1,500.00 - $45,000.00 2019 - 2021- FAU Bachelor of Business Administration with a Major in Management. Associates Degree from Keiser University and Palm Beach State College. May 2022 - Successfully Passed Advanced MOT Temporary Traffic Control Certification July 2022 - Present - Vice President East Coast Industries f.k.a Country West Landscape and Design. acquisition of Country West Landscaping as Vice President (Asset Purchase made to not inherit any prior liabilities) May 2024 - Successfully passed and acquired Florida State Irrigation License SCC131153190 May 2025- Successfully passed and acquired Certified Arborist License FL10290A October 2025- Successfully passed and acquired Certified Building Contractor License July 2022- Present Successfully Bid, Negotiate, and Execute Landscape and Irrigation Contracts in excess of $1,000,000+ Thomas Marino Operations Manager/PM Experience/Qualifications 40+ years of experience across commercial and high-end residential landscape maintenance, landscape construction, irrigation, and outdoor lighting Certified Pesticide Applicator Certified Fertilizer Applicator BMP Certified

		Extensive experience managing projects from initial scope and mobilization through completion Experience managing individual contracts valued in excess of $1 million Manages and oversees 6+ field crews and field supervision for East Coast Industries Responsible for project scheduling, manpower coordination, quality control, client communication, and field operations
11	State the name of the individual who will have personal supervision of the work:	Thomas Marino

SCRUTINIZED COMPANIES DETERMINATION

By submission of this qualification package and if selected by the City as the CONSULTANT, execution of this Agreement, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, CONSULTANT, certifies that CONSULTANT is not participating in a boycott of Israel. CONSULTANT further certifies that CONSULTANT 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, nor 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 the CONSULTANT of the CITY's determination concerning the false certification. CONSULTANT 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, CONSULTANT 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 CONSULTANT 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.

#	Description	Response *
1	I Hereby Acknowledge the Scrutinized Companies - Florida Statute 287.135 and 215.473 Information Above and Will Abide by Everything Outlined in this Section.	(•) Yes ( ) No

E-VERIFY

As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement. City, Contractor, or any subcontractor/subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. City, upon good faith belief that a subcontractor knowingly violated the provisions of this section; but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor. An agreement or contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any agreement or contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section; requiring the subcontractors to include these clauses in any lower tier subcontracts.
Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

#	Description	Response *
1	I Hereby Acknowledge the E-VERIFY Information Above and Will Abide By Everything in this Section.	(•) Yes ( ) No

PALM BEACH COUNTY INSPECTOR GENERAL

The Proposer if awarded, is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any Agreement resulting from this solicitation and, in furtherance thereof, may demand and obtain records and testimony from the Contractor and its sub-contractor and lower-tier sub-contractors.

The Contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Contractors or its sub-contractors or lower-tier sub-contractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this Agreement justifying its termination.

#	Description	Response *
1	I Hereby Acknowledge the Palm Beach County Inspector General Information Above and Will Abide by Everything in this Section.	Yes

CERTIFICATION

We (I), the undersigned, hereby agree to furnish the item(s)/service(s) described in the Invitation to Bid. We (I) certify that we (I) have read the entire document, including the Specifications, Additional Requirements, Supplemental Attachments, Instructions to Bidders, Terms and Conditions, and any addenda issued. We agree to comply with all of the requirements of the entire Invitation to Bid.

#	Description	Response *	Options
1	Company Name	East Coast Industries Corp	
2	Address	6782 Belvedere Rd	
3	Telephone	5617932066	
4	City	West Palm Beach	
5	State	Florida	
6	Zip Code	33413	
7	Contractor's License Number	CBC1269504 SCC131153190	
8	Federal Tax ID Number	88-3446584	
9	Email address for above signer	admin@ecifl.net	
10	Indicate which type of organization from the list in the Options Column	Corporation	Corporation

VENDOR DRUG FREE WORKPLACE

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:
IDENTICAL TIE BIDS - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State 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:
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.
1. 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.
2. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
3. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after each conviction.
4. Impose a section 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.
5. 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 form complies fully with the above requirements.

#	Description	Response *
1	I Hereby Acknowledge the Drug Free Information Above and Will Abide by Everything in this Section.	Yes

References

1. References – Past Performance

Provide a list of three (3) governmental agency references or similar contracts for which the Proposer has completed or is in progress within the past ten (10) years with the following information:

2. Name of Agency
3. Address
4. Contact Name, Email Address
5. Telephone Number

The City is interested in learning about other firms' or government agencies' experiences with your firm; as such, please do not list the City of Boynton as a reference.

Contact persons must be informed that they are being used as a reference and that the City or their designee will be contacting them for information. Selection Committee Members or designee may **email** or **call** each reference up to three (3) times. If there is no answer after the third attempt, the City may apply no points for that project experience.

Description	**Reference 1 - Completed or In Progress** *	**Reference 2 - Completed or In Progress** *	**Reference 3 - Completed or In Progress** *
Company Name	City of Palm Beach Gardens (5 Year Landscape Contract with additional 5 year option) (Currently in year 4)	Village of Wellington (3 Year Landscape Contract with additional 2 year option)(Currently in year 1)	Indian Trail Improvement District (Landscape Installation Project 2026)
Address	10500 N Military Trail, Palm Beach Gardens, FL 33410	12300 Forest Hill Boulevard, Wellington, FL 33414	13476 61st Street North, West Palm Beach, FL 33412
Contact Name	Daniel Widdick	Mike Zembrzuski	Jeffrey Sisolak
Phone	561-282-8552	561-791-4128	561-793-0874
Email	dwiddick@pbgfl.com	mzembrzuski@wellington.gov	jsisolak@indiantrail.com

Subcontractors

The Bidder shall state all Subcontractor(s) and type of Work proposed to be used for this project. Bidders shall not indicate “TBD” (To Be Determined) or “TBA” (To Be Announced) or similar wording and shall not indicate multiple choices of Subcontractor names for any Subcontractor category in their list of Subcontractors.

Schedule of Sub-Consultants

The Undersigned Respondent proposes the following major subcontractors for the major areas of work for the Project. The Respondent is further notified that all sub-contractors shall be properly licensed, bondable and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract general conditions. This page may be reproduced for listing additional sub-contractors, if required. If not applicable or if no-subconsultants will be used in the performance of this Work, write “Not-Applicable” or “NONE” across the form.

☑

By clicking here I confirm that there are no Subcontractor(s)/Subconsultant(s) and the Bidder shall perform the project with their “**OWN FORCES**”.

#	Name of Sub-Consultant *	Address of Sub-Consultant *	License No. *	Contract Amount *	Percentage (%) of Contract *
1					

Documents

Ensure your submission document(s) conforms to the following:

Documents should NOT have a security password, as City of Boynton Beach may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by City of Boynton Beach.

If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

- Proposer’s Qualifications - Qualification Statement 8.13.2026.pdf - Thursday August 13, 2026 12:16:09
- Non-collusion Affidavit and Acknowledgement - Non Colusion 8.13.26.pdf - Thursday August 13, 2026 11:54:34
- E-Verify Form Under Section 448.095 - E-Verify Form 8.13.26.pdf - Thursday August 13, 2026 12:29:24
- Certification Pursuant to Florida Statute § 287.135 - Cert. Pursuant to FL Statute.pdf - Thursday August 13, 2026 12:27:19
- Anti-Kickback Affidavit - Anti Kickback affidavit.pdf - Thursday August 13, 2026 12:19:01
- Affidavits of Compliance with Foreign Entity Laws & Anti Human Trafficking Laws - Affidavit of Compliance w AntiHuman Trafficking laws 8.13.26.pdf - Thursday August 13, 2026 11:59:15
- Proof of State Certified License - Licences 8.13.26.pdf - Thursday August 13, 2026 12:49:46
- Certificate of Insurance - Please see new insurance requirements. - BB COI 8.13.26.pdf - Thursday August 13, 2026 12:38:23
- Form W-9 - ECI- W-9 8.13.26.pdf - Thursday August 13, 2026 12:22:08
- Additional Document - Extra Doc. 8.13.26.pdf - Thursday August 13, 2026 12:55:57

SECTION VI – STANDARD GENERAL TERMS AND PROVISIONS

Unless otherwise agreed to by the City of Boynton Beach ("City"), the following Standard Terms and Conditions are applicable to this solicitation and the resulting Agreement. The term "vendor," as used below, may collectively apply to vendors, bidders, proposers, consultants, contractors, subcontractors, and subconsultants.

6.1 DISPUTES

In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City Manager shall be final and binding on both parties.

6.2 COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY

The Proposer certifies that all material, equipment, etc., contained in this proposal meets all O.S.H.A. requirements. Proposer further certifies that if awarded as the Consultant, and the material equipment, etc. delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on the date of delivery, all costs necessary to bring the materials, equipment, etc., into compliance with the aforementioned requirements shall be borne by the Proposer.

Proposer certifies that all employees, subcontractors, agents, etc. shall comply with all O.S.H.A. and State safety regulations and requirements.

6.3 PALM BEACH COUNTY INSPECTOR GENERAL

The Proposer and, if awarded Consultant, is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any Agreement resulting from this solicitation and, in furtherance thereof, may demand and obtain records and testimony from the Consultant and its sub-consultant and lower-tier sub-consultants.

The Consultant understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Consultant or its sub-consultants or lower-tier sub-consultants to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this Agreement justifying its termination.

6.4 OTHER AGENCIES

Any Agreement(s) resulting from this RFP and from this submitted proposal may, upon mutual agreement, permit any municipality or other governmental agency to participate in the Agreement under the same prices, terms, and conditions if agreed to by both parties.

It is understood that at no time will any city, county, municipality, or other agency be obligated to place an order for any other city, county, municipality, or agency, nor will any city, county municipality, or agency be obligated for any bills incurred by any other city, county, municipality, or agency.

Further, it is understood that each agency will issue its own purchase order or contract to the awarded Proposer(s).

6.5 VENUE AND GOVERNING LAWS

Any and all legal actions arising from or necessary to enforce this solicitation and resulting Agreement will be held exclusively in Palm Beach County and shall be interpreted according to the laws of Florida.

6.6 NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

The City is committed to assuring equal opportunity in awarding orders/contracts and complies with all laws prohibiting discrimination.
During the performance of the Agreement, the Consultant and its sub-consultants shall not discriminate against any employee or applicant for employment because of race, color, sex, including pregnancy, religion, age, national origin, ancestry, marital status, political affiliation, familial status, sexual orientation, gender identity, expression, or disability if qualified.
The Consultant will take affirmative action to ensure that employees and those of its sub-consultants are treated during employment, without regard to their race, color, sex, including pregnancy, religion, age, national origin, ancestry, marital status, political affiliation, familial status, sexual orientation, gender identity, expression, or disability if qualified.
Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
The Consultant and its sub-consultants shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
The Consultant further agrees that they will ensure that all sub-consultants, if any, will be made aware of and will comply with this

nondiscrimination clause.
The Consultant understands and agrees that a material violation of this section shall be considered.

6.7 INDEPENDENT CONTRACTOR RELATIONSHIP

The Proposer and, if awarded Consultant, is, and shall be, in the performance of all work, services, and activities under this solicitation and the resulting Agreement, an independent Contractor and not an employee or agent of the City. All persons engaged in any of the work or services performed pursuant to the Agreement shall, at all times and in all places, be subject to the Consultant's sole direction, supervision, and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects, the Consultant's relationship, and the relationship of its employees, to the City shall be that of an independent contractor and not as employees or agents of the City.

6.8 OMISSION OF DETAILS

Omission of any essential details from the terms or specifications contained herein will not relieve the responding Firm of supplying such product(s) or service as specified.

6.9 LEGAL EXPENSES

The City shall not be liable to a Proposer for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of the Agreement, or any other matter generated by or relating to the Agreement.

6.10 NO THIRD PARTY BENEFICIARIES

No provision of this RFP or agreement/contract to follow with Consultant 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 the agreement/contract, including but not limited to any citizen or employees of the City and/or Proposer.

6.11 DISCRIMINATORY VENDOR LIST

An entity or affiliate who has been placed on the discriminatory vendor list may not: obtain an agreement/contract to provide goods or services to a public entity; construct or repair of a public building or public work; lease real property to a public entity; award or perform work as a vendor, supplier, or vendor under agreement/contract with any public entity; nor transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

6.12 NON-EXCLUSIVE

The Proposer and, if awarded Consultant, is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any Agreement resulting from this solicitation and, in furtherance thereof, may demand and obtain records and testimony from the Consultant and its sub-consultant and lower-tier sub-consultants.

The Consultant understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Consultant or its sub-consultants or lower-tier sub-consultants to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this Agreement justifying its termination.

6.13 BUSINESS INFORMATION

Any Agreement(s) resulting from this RFP and from this submitted proposal may, upon mutual agreement, permit any municipality or other governmental agency to participate in the Agreement under the same prices, terms, and conditions if agreed to by both parties.

It is understood that at no time will any city, county, municipality, or other agency be obligated to place an order for any other city, county, municipality, or agency, nor will any city, county municipality, or agency be obligated for any bills incurred by any other city, county, municipality, or agency.

Further, it is understood that each agency will issue its own purchase order or contract to the awarded Proposer(s).

6.14 FEDERAL AND STATE TAX

Any and all legal actions arising from or necessary to enforce this solicitation and resulting Agreement will be held exclusively in Palm Beach County and shall be interpreted according to the laws of Florida.

6.15 NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

All Request for Proposals as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

“A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a

proposal on a contract or provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, vendor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list".

6.16 PROHIBITED TELECOMMUNICATIONS EQUIPMENT

Proposer represents and certifies that Proposer and all Sub-consultants do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Proposer represents and certifies that Proposer and all Sub-consultants shall not provide or use such covered telecommunications equipment, system, or services during the Term.

6.17 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING

Proposers are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible Consultant. Proposers are further notified that the City's governing body may not give preference to a Proposer based on the Proposer's social, political, or ideological interests

6.18 RIGHTS IN DATA

Except if otherwise agreed to in writing, the City shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Proposer pursuant to the terms of this solicitation, including but not limited to reports, memoranda or letters concerning the research and reporting tasks required.

6.19 DOCUMENTATION OF COSTS

All costs submitted shall be supported by properly executed payrolls, time records, invoices, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the resulting contract/agreement shall be clearly identified and regularly accessible and provided to the City upon request.

5.20 DRUG FREE WORKPLACE

The Consultant shall implement and maintain a drug-free workplace program of at least the following items:
A. 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.
B. Inform employees about the dangers of drug abuse in the workplace, the Proposer'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.
C. Give each employee engaged in providing the services that are under contract a copy of the statement specified in Item A above.
D. In the statement specified in Item A above, notify the employees that, as a condition of providing the services that are under contract, the employee will abide by the terms of the statement and will notify the Proposer 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) calendar days after such conviction or plea.
E. Impose a sanction on or require satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, for any employee who is so convicted or so pleads.
F. Make a good faith effort to continue to maintain a drug-free workplace through the implementation of Section 287.087, Florida Statutes.

6.21 ENDORSEMENTS

No endorsements by the City of the goods and/or services will be used by the Proposer in any way, manner, or form.

6.22 AGREEMENT

Proposer agrees that by submitting a proposal that is accepted by the City of Boynton Beach, a binding Agreement is formed in accordance with the City's terms, conditions, and specifications as set forth in the purchase order unless otherwise agreed by the City and the Proposer. The Proposer certifies that the proposal has been made by an officer or employee having the authority to bind the Proposer.

6.23 SOVEREIGN IMMUNITY

Nothing contained herein is intended to serve as a waiver of sovereign immunity by the City or as a waiver of limits of liability or rights the City may have under the doctrine of sovereign immunity or under Section 768.28, Florida Statutes.

☑ I/We have the authority to bind the Company and submit this Bid on behalf of the Bidder. - Richard Bowden, Vice President, East Coast Industries Corp

The bidder shall declare any potential or actual conflict of interest that could arise from Bidding on this Bid. Do you have a conflict of interest?

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
26-043R – Rights of Way Landscape Maintenance – Addendum No. 2 Wed August 5 2026 03:48 PM	☑	2
26-043R –Rights of Way Landscape Maintenance Project – Addendum No. 1 Thu July 30 2026 06:22 PM	☑	3

PROPOSER'S QUALIFICATION STATEMENT

THIS PAGE IS TO BE COMPLETED AND UPLOADED ONLINE

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter:

SUBMITTED TO: City of Boynton Beach
Procurement Services
100 E. Ocean Avenue
Boynton Beach, Florida 33435

Submitted By:
Name: EAST COAST INDUSTRIES CORP
Address: 6782 BELVEDERE RD.
CITY, State, Zip: WEST PALM BEACH, FL 33413
Telephone No.: 561-793-2066
Fax No.:
Email Address.: admin@ecifl.net

Check One	
Corporation	✓
Partnership	
Individual	
Other	

1. State the true, exact, correct, and complete name of the partnership, corporation, trade, or fictitious name under which you do business and the address of the place of business.

The correct name of the Proposer is:
EAST COAST INDUSTRIES CORP

The address of the principal place of business is:
6782 BELVEDERE RD,
WEST PALM BEACH, FL 33413

2. If Proposer is a corporation, answer the following:

a. Date of Incorporation: 07/18/2022
b. State of Incorporation: FLORIDA
c. President's name: RAYMOND BOWDEN
d. Vice President's name: RICHARD BOWDEN
e. Secretary's name: CHRISTINE BOWDEN
f. Treasurer's name: LUDIT SOOS
g. Name and address of Resident Agent: Gene Lipscher, 1025 West Indiantown RD, St. 106 Jupiter, FL 33458

3. If Proposer is an individual or a partnership, answer the following: N/A

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a. Date of organization: N/A

b. Name, address and ownership units of all partners:

N/A

c. State whether general or limited partnership: N/A

4. If Proposer is other than an individual, corporation, or partnership, describe the organization and give the name and address of principals:

N/A.

5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

N/A,

6. How many years has your organization been in business under its present business name?

4

Under what other former names has your organization operated?

Country West Landscape & Design

7. Indicate registration, license numbers, or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach the certificate of competency and/or state registration.

CBC 1269504
SCC 131153190

8. Did you attend the Pre-Proposal Conference if any such conference was held?

YES [✓] NO [ ]

9. Have you ever failed to complete any work awarded to you? If so, state when, where, and why:

N/A

10. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary)

See attached sheet

11. State the name of the individual who will have personal supervision of the work:

THOMAS MARINO

THIS PAGE IS TO BE SUBMITTED ALONG WITH THE BID FOR THE BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

12. State the name and address of the attorney, if any, for the business of the Proposer:

GENE D. LIPSCHER, Esq.
1025 W. Indiantown Road, Suite 106
Jupiter, FL 33458
561-747-4848

13. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Proposer's business and indicate the percentage owned of each such business and/or individual:

RICHARD BOWDEN
RAYMOND BOWDEN
6782 BELVEDERE RD, WEST PALM BEACH, FL 33413

14. State the names, addresses, and the type of business of all firms that are partially or wholly owned by Proposer:

EAST COAST MULCH CORP & EAST COAST NURSERY
BOTH: 6782 BELVEDERE RD
WEST PALM BEACH, FL 33414

15. State the name of the Surety Company which will be providing the bond (if applicable), and the name and address of the agent:

N/A

16. Annual Average Revenue of the Proposer for the last three years as follows:

		Revenue Index Number
a.	Government Related Work	5
b.	Non-Governmental Related Work	5
	Total Work (a +b):	6

Revenue Index Number

1.	Less than $100,000
2.	$100,000 to less than $250,000
3.	$250,000 to less than $500,000
4.	$500,000 to less than $1 million
5.	$1 million to less than $2 million
6.	$2 million to less than $5 million
7.	$5 million to less than $10 million
8.	$10 million to less than $25 million
9.	$25 million to less than $50 million
10.	$50 million or greater

17. Bank References: See Next Page

Bank **Address** **Telephone**

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Seacoast Bank
8101 Okeechobee Blvd, West Palm Beach.
561-681-7200

18. Describe policies and methods for project monitoring and budgeting control as well as adherence to project schedule (continue on insert sheet, if necessary).
See Attached for Methods and Procedures

Dedicated Acc. Managment and Crews w/additional man power when needed through ECI divisions ie. construction division for landscape/irrigation and sister company East Coast Mulch.

19. Provide descriptions of quality assurance/quality control management methods (continue on insert sheet, if necessary):
Weekly, Bi-Weekly, and Monthly Reports will be provided to the City. These will be utilized for 'ECI' in house to make sure standards are met.

20. Is the financial statement submitted with your proposal (if applicable) for the identical organization named on page one?
YES [✓] NO [ ]

21. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

22. What will be your turnaround time for written responses to City inquiries?
12 hours

23. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries, or predecessor organizations during the past five (5) years. Include in the description, the disposition of each such petition.
N/A.

24. List all claims, arbitrations, administrative hearings, and lawsuits brought by or against the Proposer 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 in which the dispute arose, and a description of the subject matter of the dispute.
N/A.

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25. List and describe all criminal proceedings or hearings concerning business-related offenses to which the Proposer, its principals or officers, or predecessors' organization(s) were defendants.

N/A

26. Has the Proposer, its principals, officers, or predecessors' organization(s) been convicted of a Public Entity Crime, debarred, or suspended from bidding by any government during the last five (5) years? If so, provide details.

N/A

The Proposer acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by the owner in awarding the contract and such information is warranted by Proposer to be true. The discovery of any omission or misstatement that materially affects the Proposer's qualifications to perform under the contract shall cause the owner to reject the proposal, and if after the award, to cancel and terminate the award and/or contract.

(Signed) _____

(Title) Vice President

STATE OF Fl
COUNTY OF Palm Beach

The foregoing document was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 13th day of August, 2026 by Richard Bowden, as VP of EG Corp who is personally known to me or who has produced _____ as identification.

_____
Notary Public (Signature)

My Commission Expires: 3/10/2029

Notary Public State of Florida
Judit Soos
My Commission HH 649723
Expires 3/10/2029

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ANTI-KICKBACK AFFIDAVIT

THIS PAGE IS TO BE COMPLETED AND UPLOADED ONLINE

STATE OF FLORIDA)
: SS
COUNTY OF PALM BEACH)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein submitted will be paid to any employees of the City of Boynton Beach as a commission, kickback, reward, or gift, directly or indirectly by me or any member of my integrator or by an officer of the corporation.

By: _____
NAME – SIGNATURE

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 13th day of August, 2026, by RICHARD BOWDEN, who is personally known to me or who has produced _____ as identification.

Sworn and subscribed before me

this 13th of August, 2026

Printed Information:

RICHARD BOWDEN
NAME

VP
TITLE

EAST COAST INDUSTRIES CORP
COMPANY

_____
NOTARY PUBLIC, State of Florida at Large

Notary Public State of Florida
Judit Soos
My Commission HH 649723
Expires 3/10/2029

_____
"OFFICIAL NOTARY SEAL" STAMP

THIS PAGE IS TO BE SUBMITTED ALONG WITH THE BID FOR THE BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE



East Coast Industries Corp.

RFP No. 26-043R — Rights of Way Landscape Maintenance

City of Boynton Beach

Submission Package

Package Contents

- Our Approach to Serving the City of Boynton Beach
- Company Organizational Chart
- Key Personnel and Qualifications
- Exhibit A — Supporting Licenses & Certifications
- Resume — Richard Bowden (VP / Project Manager)

Our Approach to Serving the City of Boynton Beach

East Coast Industries Corp. (ECI) is proposing more than a maintenance crew — we are proposing a dedicated partnership. Every corridor, median, and right-of-way under this contract will be treated as a reflection of the City itself, and we have built our staffing, capacity, and safety program specifically to deliver on that standard from day one.

Four Decades of South Florida Roots

East Coast Industries Corp. was formerly known as Country West Landscaping, a company that has been servicing South Florida since 1981. The firm was acquired in 2022 by Raymond and Richard Bowden, both longtime residents of Palm Beach County, and rebranded in 2024 to align with its growing family of sister companies, East Coast Mulch and East Coast Nursery. The City isn't hiring a startup — it's partnering with a company built on over four decades of hands-on South Florida landscaping experience, now backed by additional in-house capacity that most competitors simply don't have.

East Coast Mulch has been in business since 1998, providing blow-in mulch services to HOAs and municipalities throughout Palm Beach, Broward, and Miami-Dade counties. ECI will strategically deploy East Coast Mulch's blow-in trucks for medians and beautification areas under this contract, delivering even coverage and fast, efficient installation with minimal roadway disruption. Every East Coast Mulch truck is outfitted with arrow boards to meet roadway MOT requirements, keeping our crews and the traveling public safe.

East Coast Nursery, established in 2022, supplies FL Fancy and Grade 1 plant material for all ECI projects — ensuring the trees, palms, and shrubs installed under this contract meet the highest available grading standards from day one, without the delays or substitutions that come from relying on third-party suppliers.

Dedicated Crews & Personal Account Management

Upon award, ECI will designate two full-time crews exclusively to the City of Boynton Beach Rights-of-Way Landscape Maintenance contract — not a rotating pool shared across unrelated jobs. These crews will be familiar with the corridors, the standards, and the City's expectations, so quality stays consistent week after week.

Backing them is a dedicated Account Manager assigned personally to this contract as the City's single point of contact. This is not a call-center hand-off — it is one accountable person who answers the phone, walks the sites, coordinates work orders, and resolves issues the same day they come up. The City will always know exactly who to call, and that person will always know exactly where things stand.

Proven Capacity to Deliver

ECI currently manages landscape and irrigation construction contracts ranging from $50,000 to over $1,000,000. That range matters: it means we have the crews, the equipment fleet, and the project-management systems already in place to take on a citywide beautification contract without stretching thin, without subcontracting out the work, and without the growing pains smaller firms face when scaling up. The City gets the responsiveness of a local company with the horsepower of a much larger one.

Safety-First Operations in the Public Right-of-Way

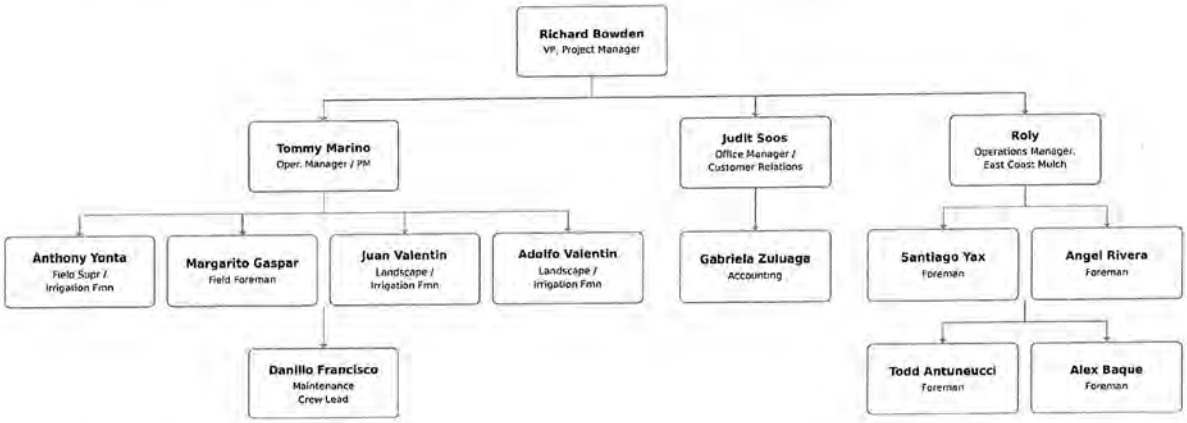
ECI holds FDOT-approved MOT/TTC Advanced Certification, and we take genuine pride in what that certification represents on the ground: every roadway crew, truck, and piece of equipment is outfitted with proper strobes, signage, and traffic control devices on every single job site. Working safely in the right-of-way isn't a box we check for compliance — it's a standard we hold ourselves to because residents, drivers, and our own crews depend on it.

Responsive. Accountable. Proven. Safe. East Coast Industries is ready to put a dedicated team on this contract starting day one.

East Coast Mulch Corp. (ECI)

Company Organizational Chart

Prepared for RFP No. 26-043R — Rights of Way Landscape Maintenance, City of Boynton Beach



Key personnel and qualifications

The table below tracks personnel names and roles. See the attached licenses, certifications, and resumes for the Project Manager and firm principals as required by Section 2.4 and 2.4.1 of the RFP.

Name	Role
Richard Bowden	VP / Project Manager / Arborist/ State Building and Irrigation License / MOT License
Thomas Marino	Operations Manager / PM / Applicators License
Anthony Yonta	Field Supervisor / Irrigation Foreman
Juan Aguirre	Landscape / Irrigation Foreman
Adolfo Aquirre	Landscape / Irrigation Foreman
Margarito Gaspar	Field Foreman
Danillo Francisco	Maintenance Crew Lead
Judit Soos	Office Manager / Customer Relations
Gabriela Zuluaga	Accounting
Roly Martin	Operations Manager, East Coast Mulch
Santiago Yax	Foreman, East Coast Mulch
Angel Rivera	Foreman, East Coast Mulch
Todd Antonucci	Foreman, East Coast Mulch

Alex Baque	Foreman, East Coast Mulch

Firm Certification: East Coast Industries Corp. is certified as a Palm Beach County Small Business Enterprise (SBE), Vendor #VS0000027085, valid May 5, 2026 – May 4, 2029, covering Landscape Maintenance Services, Landscaping (Design, Fertilizing, Planting), Tree Removal Services, and Clearing/Grubbing Services.

Attachments to include with this section

- Resume — Richard Bowden (VP / Project Manager)
- Resume — Thomas Marino (Operations Manager / PM)
- Certified Arborist credential — Richard Bowden, ISA Cert. #FL-10290A, exp. 6/30/2028 (attached)
- Irrigation license — Richard Bowden, FL DBPR Irrigation Specialty Contractor License #SCC131153190, exp. 8/31/2028 (attached)
- Certified Building Contractor license — Richard Bowden, FL DBPR License #CBC1269504, exp. 8/31/2028 (attached)
- Palm Beach County SBE Certification — East Coast Industries Corp., Vendor #VS0000027085, exp. 5/4/2029 (attached)
- MOT/TTC Advanced Certification — Richard Bowden, FDOT-approved Temporary Traffic Control Advanced Course, Cert. #655057, exp. 2/25/2030 (attached)
- Pesticide Applicator License / Fertilizer Applicator Certification holder(s), if applicable

Richard Bowden
V.P

Experience/Qualifications

- 2019 - Present - East Coast Nursery Vice President Lead in Operations
- 2019-2021 - Manager of Nursery Operations and Landscape Installation Projects ranging from $1,500.00 - $45,000.00
- 2019 - 2021- FAU Bachelor of Business Administration with a Major in Management. Associates Degree from Keiser University and Palm Beach State College.
- May 2022 - Successfully Passed Advanced MOT Temporary Traffic Control Certification
- July 2022 - Present - Vice President East Coast Industries f.k.a Country West Landscape and Design. acquisition of Country West Landscaping as Vice President (Asset Purchase made to not inherit any prior liabilities)
- May 2024 - Successfully passed and acquired Florida State Irrigation License SCC131153190
- May 2025- Successfully passed and acquired Certified Arborist License FL10290A
- October 2025- Successfully passed and acquired Certified Building Contractor License
- July 2022- Present Successfully Bid, Negotiate, and Execute Landscape and Irrigation Contracts in excess of $1,000,000+

Thomas Marino

Operations Manager/PM

Experience/Qualifications

- 40+ years of experience across commercial and high-end residential landscape maintenance, landscape construction, irrigation, and outdoor lighting
- Certified Pesticide Applicator
- Certified Fertilizer Applicator
- BMP Certified
- Extensive experience managing projects from initial scope and mobilization through completion
- Experience managing individual contracts valued in excess of $1 million
- Manages and oversees 6+ field crews and field supervision for East Coast Industries
- Responsible for project scheduling, manpower coordination, quality control, client communication, and field operations

ECI
EAST COAST INDUSTRIES

Exhibit A

Supporting Licenses & Certifications

Certified Building Contractor • Irrigation Specialty Contractor • ISA Certified Arborist
Palm Beach County SBE Certification • MOT/TTC Advanced Certification

ECI
EAST COAST INDUSTRIES

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

dbpr Florida
STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CBC1269504 ISSUED: 06/04/2026
CERTIFIED BUILDING CONTRACTOR
BOWDEN, RICHARD M
EAST COAST INDUSTRIES, CORP

Signature
LICENSED UNDER CHAPTER 489, FLORIDA STATUTES
EXPIRATION DATE: AUGUST 31, 2028

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER: CBC1269504

EXPIRATION DATE: AUGUST 31, 2028

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BOWDEN, RICHARD M
EAST COAST INDUSTRIES, CORP
6782 BELVEDERE RD
WEST PALM BEACH FL 33413

ISSUED: 06/04/2026

Always verify licenses online at MyFloridaLicense.com
Do not alter this document in any form.
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ECI
EAST COAST INDUSTRIES

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

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Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

dbpr Florida
STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

SCC131153190 ISSUED: 06/04/2026
CERTIFIED SPECIALTY CONTRACTOR
BOWDEN, RICHARD M
EAST COAST INDUSTRIES, CORP
IRRIGATION SPECIALTY CONTRACTOR

Signature
LICENSED UNDER CHAPTER 489, FLORIDA STATUTES
EXPIRATION DATE: AUGUST 31, 2028

Ron DeSantis, Governor — Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER: SCC131153190 **EXPIRATION DATE: AUGUST 31, 2028**

THE IRRIGATION SPECIALTY CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BOWDEN, RICHARD M
EAST COAST INDUSTRIES, CORP
6782 BELVEDERE ROAD
WEST PALM BEACH FL 33413

ISSUED: 06/04/2026

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ECI
EAST COAST INDUSTRIES

The International Society of Arboriculture

Hereby Announces That

Richard Bowden

Has Earned the Credential

ISA Certified Arborist ®

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

Caitlyn Pollihan
CEO & Executive Director

22 May 2025	30 June 2028	FL-10290A
Issue Date	Expiration Date	Certification Number

ANAB
ANSI National Accreditation Board
ACCREDITED
ISO/IEC 17024
PERSONNEL CERTIFICATION BODY
#0847
ISA Certified Arborist

ECI
EAST COAST INDUSTRIES

5/6/2026

RICHARD BOWDEN
East Coast Industries Corp
6782 Belvedere Rd.
West Palm Beach, FL 33413

Housing and Economic Development

Small Business Development Division

50 South Military Trail
Suite #202

West Palm Beach, FL 33415

(561) 616-6840

www.pbc.gov/hed/osbd

Palm Beach County Board of County Commissioners

Sara Baxter
Mayor

Marci Woodward
Vice Mayor

Maria G. Marino

Gregg K. Weiss

Joel G. Flores

Maria Sachs

Bobby Powell Jr.

County Administrator

Joseph Abruzzo

Dear RICHARD BOWDEN:

The Palm Beach County Office of Small Business Development (OSBD) has completed its review of your application and documents and is pleased to announce that your firm has been certified for:

91219 Clearing and Grubbing Services
91315 Construction, Canal or Aquaduct
91368 Maintenance and Repair, Canal
9688880 Tree Removal Services With Obstacles, Includes The Cutting
9883646 Landscape Maintenance Services
98852 Landscaping (Including Design, Fertilizing, Planting, etc.

as a Small Business Enterprise (SBE) for three (3) years, expiring May 4, 2029. You will not receive Small Business Enterprise (SBE) consideration if you bid in another area. Enclosed is your certificate.

Your firm shall be subject to the provisions of the Palm Beach County Purchasing Ordinance and all State and Federal laws relating to the transaction of business.

This certification entitles you to participate in contracting opportunities when the products and services offered by your firm are being considered for bid. As an additional service to your firm, you will be included in the Palm Beach County Directory of certified SBE firms. If you wish to have your firm's listing changed, please contact our office at (561) 616-6840 for an application to modify your certification.

Your company's certification is subject to periodic review to verify your continued eligibility. Department/Division must also be reported to OSBD.

Sincerely,

D. Allen
SBD Specialist I
561.616.6849

"An Equal Opportunity Employer"

ECI
EAST COAST INDUSTRIES

Palm Beach County
Office of Small Business Development

Certifies That

East Coast Industries Corp.

Vendor # **VS0000027085**

is a Small Business Enterprise (SBE) as prescribed by section 2-80.21 - 2.80.40 of the Palm Beach County Code for a three year period from

May 05, 2026 to May 04, 2029

The following services and/or products are covered under this certification:

Clearing and Grubbing Services; Construction, Canal or Aquaduct; Landscape Maintenance Services; Landscaping, Including Design, Fertilizing, Planting, etc., Not Grounds Maintenance or Tree Trimming Services; Maintenance and Repair, Canal; Tree Removal Services With Obstacles, Includes The Cutting of Branches and Hedges

Allen Gray, Manager
05/05/2026

PALM BEACH COUNTY • FLORIDA

Palm Beach County Board of County Commissioners

Sara Baxter, Mayor
Marci Woodward, Vice Mayor
Maria G. Marino
Gregg K. Weiss
Joel Flores
Maria Sachs
Bobby Powell, Jr.

County Administrator
Joseph Abruzzo

ECI
EAST COAST INDUSTRIES

CERTIFICATE
OF
COMPLETION

RICHARD BOWDEN

Has
Completed a FDOT Approved Temporary Traffic Control (TTC): Advanced Course .

Training Provider:

myTTConline
83 Geneva Dr. Ste. 621394
Oviedo FL 32762
Phone: 407-901-0206

Verify this Certificate by visiting
www.motadmin.com

02/27/2026	02/25/2030	Nadir Rodrigues	655057
Issue Date	Expiration Date	Instructor	Certificate No.

FDOT

NON-COLLUSION AFFIDAVIT AND CERTIFICATION OF PROPOSER

THIS PAGE IS TO BE COMPLETED AND UPLOADED ONLINE

State of FLORIDA)

County of PALM BEACH)

RICHARD BOWDEN, being first duly sworn, deposes and says that:

1) He/~~She~~ is VP (Title) of EAST COAST INDUSTRIES CORP (Name of Corporation or Integrator), the proposer that has submitted the attached BID:

2) He/~~She~~ is fully informed respecting the preparation and contents of the attached submittal and of all pertinent circumstances respecting such submittal;

3) By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion;

4) Further, the said 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, integrator 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, integrator 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 other proposer or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **City of Boynton Beach** 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.

6) BIDDER shall disclose below, to their best knowledge, any City of Boynton Beach officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2022), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Boynton Beach officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

7) Failure to submit this executed statement as part of the bid shall make the bid non-responsive and not eligible for award consideration. In the event the BIDDER does not indicate any names, the CITY shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a BIDDER to disclose any

relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.

NAME	RELATIONSHIP
N/A	

Witnesses:

Gabriela Zuluaga
Typed name:

Roly Martin
Typed name:

BIDDER:

Signed: RBowden

Name: RICHARD BOWDEN

Title: VP of ECI CORP

STATE OF FLORIDA
COUNTY OF ~~PALM BEACH~~

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 13th day of August, 2026, by Richard Bowden, who is personally known to me or who has produced _____ as identification.

Subscribed and sworn to before me
This 13th day of August, 2026

Notary Public State of Florida
Judit Soos
My Commission HH 649723
Expires 3/10/2029

Judit Soos
Notary Public (Signature)

My Commission Expires: 3/10/2029

THIS PAGE IS TO BE SUBMITTED ALONG WITH THE BID FOR THE BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

THIS PAGE IS TO BE COMPLETED AND UPLOADED ONLINE

Project Name: 26-043R -RIGHTS OF WAY LANDSCAPE MAINTANANCE

Solicitation No.: 26-043R

1. Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by Contractor to perform work pursuant to the contract with the City of Boynton Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Boynton Beach; and

c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

3. Contract Termination

a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.

b) If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.

d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name:	EAST COAST INDUSTRIES CORP
Authorized Signature:	
Print Name:	RICHARD BOURDEN
Title	VP
Date:	8/10/26
Phone:	561-222-1544

STATE OF FL)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 10th day of August, 2026, by Richard Bourden on behalf of East Coast Industries Corp. He/~~she~~ is personally known to me or has produced _____ as identification.

Notary Public State of Florida
Judit Soos
My Commission HH 649723
Expires 3/10/2029

Judit Soos
NOTARY PUBLIC

JUDIT SOOS
(Name of Notary Typed, Printed or Stamped)

Title or Rank

Serial number, if any

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

TO BE COMPLETED AND UPLOADED ONLINE

I, RICHARD BOWDEN, VP, on behalf of EAST COAST INDUSTRIES certify

Print Name and Title — Company Name

that EAST COAST INDUSTRIES CORP 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 Vendor of the City's determination concerning the false certification. The Vendor 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 Vendor 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 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 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to Section 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Vendor, I hereby certify that the company identified above in the section entitled "Vendor 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.

EAST COAST INDUSTRIES CORP — COMPANY NAME

SIGNATURE

RICHARD BOWDEN — PRINT NAME

VICE PRESIDENT — TITLE

8/13/2026 — DATE

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 13th day of August, 20__, by Richard Bowden, who is personally known to me or who has produced _____ as identification.

Subscribed and sworn to before me
This 13th day of August, 2026

Notary Public State of Florida
Judit Soos
My Commission HH 649723
Expires 3/10/2029

Notary Public (Signature)

3/10/2029
My Commission Expires:

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

TO BE COMPLETED AND UPLOADED ONLINE

I, RICHARD BOWDEN, VP, on behalf of EAST COAST INDUSTRIES certify

Print Name and Title — Company Name

that EAST COAST INDUSTRIES CORP 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
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EAST COAST INDUSTRIES CORP — COMPANY NAME

SIGNATURE

RICHARD BOWDEN — PRINT NAME

VICE PRESIDENT — TITLE

8/13/2026 — DATE

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 13th day of August, 20__, by Richard Bowden, who is personally known to me or who has produced _____ as identification.

Subscribed and sworn to before me
This 13th day of August, 2026

Notary Public State of Florida
Judit Soos
My Commission HH 649723
Expires 3/10/2029

Notary Public (Signature)

3/10/2029
My Commission Expires:

ANTI-KICKBACK AFFIDAVIT

THIS PAGE IS TO BE COMPLETED AND UPLOADED ONLINE

STATE OF FLORIDA)
: SS
COUNTY OF PALM BEACH)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein submitted will be paid to any employees of the City of Boynton Beach as a commission, kickback, reward, or gift, directly or indirectly by me or any member of my integrator or by an officer of the corporation.

By: _____
NAME – SIGNATURE

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 13th day of August, 2026, by RICHARD BOWDEN, who is personally known to me or who has produced _____ as identification.

Sworn and subscribed before me

this 13th of August, 2026

Printed Information:

RICHARD BOWDEN
NAME

VP
TITLE

EAST COAST INDUSTRIES CORP
COMPANY

_____
NOTARY PUBLIC, State of Florida at Large

Notary Public State of Florida
Judit Soos
My Commission HH 649723
Expires 3/10/2029

_____
"OFFICIAL NOTARY SEAL" STAMP

THIS PAGE IS TO BE SUBMITTED ALONG WITH THE BID FOR THE BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

TO BE COMPLETED AND UPLOADED ONLINE

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

Date: 8/10, 2026

Signed: RBZ

Entity: East Coast Industries Corp.

Name: RICHARD BOWDEN

Title: VP of ECI CORP.

STATE OF FL
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 13th day of August, 2026, by Richard Bowden, as Vice President for EAST COAST INDUSTRIES CORP, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: Judit Soos

State of Florida at Large (Seal)

Print Name: JUDIT SOOS

Notary Public State of Florida
Judit Soos
My Commission HH 649723
Expires 3/10/2029

My commission expires: 3/10/2029

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

TO BE COMPLETED AND UPLOADED ONLINE

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: §287.138(2)(b), Florida Statutes)

3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)

4. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: Sept 4th, 2026

Entity: East Coast Mulch Corp

Signed: _____

Name: RAYMOND BOWDEN

Title: President

STATE OF FL
COUNTY OF Palmbeach

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 4th day of Sept, 2026, by Raymond Bowden, as Prisident of East Coast Mulch Corp for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____

Print Name: JUDIT SOOS

State of Florida at Large (Seal)

Notary Public State of Florida
Judit Soos
My Commission HH 649723
Expires 3/10/2029

My commission expires: 3/10/2029

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

SCC131153190 ISSUED: 06/04/2026
CERTIFIED SPECIALTY CONTRACTOR
BOWDEN, RICHARD M
EAST COAST INDUSTRIES, CORP
IRRIGATION SPECIALTY CONTRACTOR

Signature
LICENSED UNDER CHAPTER 489, FLORIDA STATUTES
EXPIRATION DATE: AUGUST 31, 2028

Ron DeSantis, Governor Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER: SCC131153190 **EXPIRATION DATE: AUGUST 31, 2028**

THE IRRIGATION SPECIALTY CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BOWDEN, RICHARD M
EAST COAST INDUSTRIES, CORP
6782 BELVEDERE ROAD
WEST PALM BEACH FL 33413

ISSUED: 06/04/2026

Always verify licenses online at MyFloridaLicense.com
Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CBC1269504 ISSUED: 06/04/2026
CERTIFIED BUILDING CONTRACTOR
BOWDEN, RICHARD M
EAST COAST INDUSTRIES, CORP

Signature
LICENSED UNDER CHAPTER 489, FLORIDA STATUTES
EXPIRATION DATE: AUGUST 31, 2028

Ron DeSantis, Governor Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER: CBC1269504 **EXPIRATION DATE: AUGUST 31, 2028**

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BOWDEN, RICHARD M
EAST COAST INDUSTRIES, CORP
6782 BELVEDERE RD
WEST PALM BEACH FL 33413

ISSUED: 06/04/2026

Always verify licenses online at MyFloridaLicense.com
Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.

Application Details

Case Number
0000102329

Application Date
03/24/2026 11:15 AM

Full Name *
Richard Bowden

License Type
Commercial Applicator

License
—

Exams
You may continue your application once all exams are passed. In order to retake a failed exam, select the retake option in the context menu on the right side of the exam row.

Contact	Name	Voucher Number ↓	Exam Result	Exam Score	Status	Created On
Richard Bowden	General Standards (Core)	629326			Active	03/24/2026 11:18 AM
Richard Bowden	Natural Areas Weed Management	629325			Active	03/24/2026 11:17 AM

Important - Directions

- **You must schedule your exam from:**
- Eversite - Online Remote or In-Person
- Licensing Information and Study Materials: AES Pesticide Licensing
- For questions regarding Licensing/Exams please Contact Us

CERTIFICATE
OF
COMPLETION

RICHARD BOWDEN

Has

Completed a FDOT Approved Temporary Traffic Control (TTC): Advanced Course .

Training Provider:

myTTConline

myTTConline
83 Geneva Dr. Ste. 621394
Oviedo FL 32762
Phone: 407-901-0206

Verify this Certificate by visiting
www.motadmin.com

02/27/2026	02/25/2030	Nadir Rodrigues	655057
Issue Date	Expiration Date	Instructor	Certificate No.

FDOT

798

CERTIFICATE OF TRAINING

SUNBELT RENTALS

This Certifies that

Damian Javier
of
ECI

Has attended training on the following:

Earthmoving Equipment Operator: Compact Excavator/Front-End Loader

Trainer:
Pedro Perez

Date of Training:
4/18/2025

Expires 5 Years from Above Date

CERTIFICATE OF TRAINING

SUNBELT RENTALS

This Certifies that

Nehemias Morales
of
ECI

Has attended training on the following:

Earthmoving Equipment Operator: Compact Excavator/Front-End Loader

Trainer:
Pedro Perez

Date of Training:
4/18/2025

Expires 5 Years from Above Date

CERTIFICATE OF TRAINING

SUNBELT RENTALS

This Certifies that

Hilmar Morales
of
ECI

Has attended training on the following:

Earthmoving Equipment Operator: Compact Excavator/Front-End Loader

Trainer:
Pedro Perez

Date of Training:
4/18/2025

Expires 5 Years from Above Date

CERTIFICATE OF TRAINING

SUNBELT RENTALS

This Certifies that

Juan Aguirre
of
ECI

Has attended training on the following:

Earthmoving Equipment Operator: Compact Excavator/Front-End Loader

Trainer:
Pedro Perez

Date of Training:
4/18/2025

Expires 5 Years from Above Date

CERTIFICATE OF TRAINING

SUNBELT RENTALS

This Certifies that

Artemio Chilel
of
ECI

Has attended training on the following:

Earthmoving Equipment Operator: Compact Excavator/Front-End Loader

Trainer:
Pedro Perez

Date of Training:
4/18/2025

Expires 5 Years from Above Date

CERTIFICATE OF TRAINING

SUNBELT RENTALS

This Certifies that

Margarito Gaspar
of
ECI

Has attended training on the following:

Earthmoving Equipment Operator: Compact Excavator/Front-End Loader

Trainer:
Pedro Perez

Date of Training:
4/18/2025

Expires 5 Years from Above Date

CERTIFICATE OF TRAINI

SUNBELT RENTALS

This Certifies that

Oscar Barrios
of
ECI

Has attended training on the following:

Earthmoving Equipment Operator: Compact Excavator/Front-End Loader

Trainer:
Pedro Perez

Date of Training:

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/10/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

State Farm

Cindy Papandreas Insurance Agency Inc
123 S State Road 7 Ste 204
Royal Palm Beach, Fl. 33414

CONTACT NAME:
PHONE (A/C, No, Ext): 561-790-0707 FAX (A/C, No): 561-790-3370
E-MAIL ADDRESS: chris@cindypapandreas.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Mutual Automobile Insurance Company	25178
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

East Coast Industries, Corp
PO Box 1352
Jupiter, Fl. 33468-1352

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
A	AUTOMOBILE LIABILITY			0009197-SFX-59	08/05/2026	02/05/2027	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO			J51 1036-A19-59P	07/19/2026	01/19/2027	BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS	Y		0020012-SFX-59	04/02/2026	10/02/2026	BODILY INJURY (Per accident)	$
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			2761757-SFP-59	08/10/2026	02/10/2027	PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

0009197-SFX-59: 2021 International CV515, vin: 1HTKTSWM6MH243697
0020012-SFX-59: 2023 Ford, vin: 1FT8W3BTXPEE05239; 2026 Ford F350, vin: 1FT8W3BT7TED50470; 2026 Ford F450, vin: 1FD0W4HT3TEE72166
J51 1036-A19-59P: Employer's Non-Owned & Hired Auto Liability
P87 7539-B10-59E: 2023 Ford, vin: 1FTBF2AA6PEC13333
The City of Boynton Beach, is listed as Additional Insured, as respects auto liability
&, East Coast Nursery, Inc., is listed as Additional Insured, as respects auto liability.

CERTIFICATE HOLDER

City of Boynton Beach
Attn: Risk Management
100 E. Ocean Ave
Boynton Beach, FL 33435

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Christopher Papandreas

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/10/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Brown & Brown Insurance Services, Inc.
1661 Worthington Rd Ste 175
West Palm Beach FL 33409

CONTACT NAME: Heath Hindman
PHONE (A/C, No, Ext): (561) 686-2266 FAX (A/C, No): (561) 686-2313
E-MAIL ADDRESS: heath.hindman@bbrown.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Southern-Owners Insurance Company	10190
INSURER B : Silver Oak Casualty, Inc.	26869
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
East Coast Industries, Corp
P.O. Box 1352
Jupiter FL 33468

COVERAGES **CERTIFICATE NUMBER:** 25-26 MASTER COI **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Contractual Liability [ ] GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		72138763-25	12/07/2025	12/07/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Hired & Non Owned Auto	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY [ ]						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y		53-138785-00	12/07/2025	12/07/2026	EACH OCCURRENCE AGGREGATE [ ]	$ 2,000,000 $ 2,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [Y] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	SVWCFL3433952025	12/31/2025	12/31/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Inland Marine			72138763-25	12/07/2025	12/07/2026	Limit Ded	$328,924 $500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Boynton Beach is listed as additional insured with respect to the General Liability policy when required as per written contract. A waiver of subrogation favors the additional insured and and its insurance carrier, a political subdivision of the State of Florida, its officials, employees, and volunteers with respect to Workers Compensation policy when required as per written contract. Umbrella follows form subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER
City of Boynton Beach
Attn: Risk Management
100 E. Ocean Ave
Boynton Beach FL 33435

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

East Coast Industries Corp.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

5 Address (number, street, and apt. or suite no.). See instructions.

6782 Belvedere Rd

Requester's name and address (optional)

6 City, state, and ZIP code

WPB, FL, 33413

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

8	8	–	3	4	4	6	5	8	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** [signature] **Date** 1/13/26

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

East Coast Industries Corp.

Profit and Loss

January-December, 2025

	Total
Income	
4010 Landscape Installation Revenue	2,033,736.78
4030 Irrigation Installation Revenue	1,125.00
4080 Miscellaneous Income	0.00
Discounts given	-125.63
Refund	100.18
Tree Work (deleted)	3,850.00
Total for Income	**$2,038,686.33**
Cost of Goods Sold	
5100 Cost of Goods Sold - Materials	
5110 Plant / Trees	536,506.03
5120 Irrigation Material	113,238.24
5130 Sod	194.90
5140 Other Materials	168,159.71
5150 Mulch	8,722.00
Trees	3,499.00
Total for 5100 Cost of Goods Sold - Materials	**$830,319.88**
5200 Trucking Fees	3,964.30
5300 Small tools	1,972.62
Total for Cost of Goods Sold	**$836,256.80**
Gross Profit	**$1,202,429.53**
Expenses	
6000 Cost of Labor	
6030 Payroll Taxes	32,117.50
6050 Employee bonus	6,140.00
6060 Independent Contractors	$16,100.00
6061 Irrigation Subcontract	89,644.00
6062 Sod Subcontract	129,374.05
6063 Subcontract Mowing	4,000.00
6064 Subcontractor Pest Control	1,870.00
6065 Tree Work Subcontract	1,020.00
6066 Well and Pump Subcontractor	46,702.50
6067 Mulch Subcontractor	6,750.00
Total for 6060 Independent Contractors	**$295,460.55**
Payroll Wages and Salaries	411,372.75
Total for 6000 Cost of Labor	**$745,090.80**
6100 Office & Administrative Expenses	
6101 Office Supplies	5,398.49
6103 Due & Subscriptions	10,905.75
6106 Licenses and Permits	3,166.72
6107 Payroll Processing Fee	4,988.78
6108 Recruiting Expenses	500.39
6109 Miscellaneous Expenses	1,614.33

East Coast Industries Corp.

Profit and Loss

January-December, 2025

	Total
6110 Job Plans	4,786.88
6111 Tracker	203.88
Total for 6100 Office & Administrative Expenses	**$31,565.22**
6300 Legal & Professional Fees	8,276.45
6400 Insurance	
6410 Auto Insurance	27,276.51
Total for 6400 Insurance	**$27,276.51**
6500 Truck Repairs and Maintenance	$6,340.47
6501 Truck Repairs and Maintenance	4,387.59
6502 Fuel	8,771.17
Total for 6500 Truck Repairs and Maintenance	**$19,499.23**
6600 Travel & Entertainment	
6610 Employee Travel Expense	4,069.67
6620 Meals and Entertainment	4,035.38
Total for 6600 Travel & Entertainment	**$8,105.05**
6800 Finance Charges	
6810 Bank Service Charges	117.41
6820 Interest Expense	2,232.96
6830 Other Fees	4,405.97
Total for 6800 Finance Charges	**$6,756.34**
6900 Equipment Expenses	
6910 Machine rental	13,704.75
Total for 6900 Equipment Expenses	**$13,704.75**
7000 Medical expenses	
7200 Uniforms	7,893.30
7300 Yard Waste/Dumping Fees	1,031.70
7600 Debris removal	872.72
referral (deleted)	4,000.00
Total for Expenses	**$874,072.07**
Net Operating Income	**$328,357.46**
Other Income	
8010 Interest Income	5,732.52
Total for Other Income	**$5,732.52**
Other Expenses	
9100 Parking and Tolls	
9110 Tolls	2,432.44
Total for 9100 Parking and Tolls	**$2,432.44**
9300 Depreciation Expense	117,271.00
9400 Amortization Expense	333.00
Total for Other Expenses	**$120,036.44**
Net Other Income	**-$114,303.92**
Net Income	**$214,053.54**

East Coast Industries Corp.

Profit and Loss

January-December, 2025

Schmedes Mcallister PLLC
11211 Prosperity Farms Rd., Ste. B106
Palm Beach Gardens, FL 33410
561-370-7430

February 16, 2026

CONFIDENTIAL

East Coast Industries, Corp
PO Box 1352
West Palm Beach, FL 33413

Dear Shareholder's:

We have prepared the following returns from information provided by you without verification or audit:

U.S. Income Tax Return for an S Corporation (Form 1120-S)

We suggest that you examine these returns carefully to fully acquaint yourself with all items contained therein to ensure that there are no omissions or misstatements.

Federal Filing Instructions

Your 2025 Form 1120-S shows no balance due.

Your return is being filed electronically with the IRS and is not required to be mailed. If you mail a paper copy of Form 1120-S to the IRS it will delay processing of your return. Your electronically filed return is not complete without your signature. You are using the Personal Identification Number (PIN) for signing your return electronically. Form 8879-CORP, *E-file* Authorization for Corporations should be signed and dated by an authorized officer of the corporation and returned as soon as possible to:

Schmedes Mcallister PLLC
11211 Prosperity Farms Rd., Ste. B106
Palm Beach Gardens, FL 33410

Important: **Your return will not be filed with the IRS until the signed Form 8879-CORP, *E-file* Authorization for Corporations has been received by this office.**

Also enclosed is any material you furnished for use in preparing the returns. If the returns are examined, requests may be made for supporting documentation. Therefore, we recommend that you retain all pertinent records for at least seven years.

In order that we may properly advise you of tax considerations, please keep us informed of any significant changes in your financial affairs or of any correspondence received from taxing authorities.

If you have any questions, or if we can be of assistance in any way, please do not hesitate to call.

Sincerely,

Carter McAllister, CPA

Schmedes Mcallister PLLC

Form **8879-CORP** (Rev. December 2024)

Department of the Treasury
Internal Revenue Service

E-file Authorization for Corporations

For calendar year **2025**, or tax year beginning _____, ending _____

For use with Form 1120 series returns.
Do not send to the IRS. Keep for your records.
Go to *www.irs.gov/Form8879CORP* **for the latest information.**

OMB No. 1545-0123

Name of corporation	Employer identification number
EAST COAST INDUSTRIES, CORP	**88-3446584**

Part I Information (Whole dollars only)

1	Total income (Form 1120, line 11)	1	
2	Total income (Form 1120-F, Section II, line 11)	2	
3	Total income (loss) (Form 1120-S, line 6)	3	**1,318,100**
4	Total income (Form 1120 , line)	4	

Part II Declaration and Signature Authorization of Officer. Be sure to get a copy of the corporation's return.

Under penalties of perjury, I declare that I am an officer of the above corporation and that I have examined a copy of the corporation's electronic income tax return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amounts in Part I above are the amounts shown on the copy of the corporation's electronic income tax return. I consent to allow my electronic return originator (ERO), transmitter, or intermediate service provider to send the corporation's return to the IRS and to receive from the IRS **(a)** an acknowledgement of receipt or reason for rejection of the transmission, **(b)** the reason for any delay in processing the return or refund, and **(c)** the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the corporation's federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at **888-353-4537** no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the corporation's electronic income tax return and, if applicable, the corporation's consent to electronic funds withdrawal.

Officer's PIN: check one box only

☒ I authorize **SCHMEDES MCALLISTER PLLC** (ERO firm name) to enter my PIN **12600** (do not enter all zeros) as my signature on the corporation's electronically filed income tax return.

☐ As an officer of the corporation, I will enter my PIN as my signature on the corporation's electronically filed income tax return.

Officer's signature _____ Date **02/16/26** Title **PRESIDENT**

RAYMOND BOWDEN

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit EFIN followed by your five-digit self-selected PIN. **69170111989** (do not enter all zeros)

I certify that the above numeric entry is my PIN, which is my signature on the electronically filed income tax return for the corporation indicated above. I confirm that I am submitting this return in accordance with the requirements of **Pub. 3112,** IRS *e-file* Application and Participation, and **Pub. 4163,** Modernized e-File (MeF) Information for Authorized IRS *e-file* Providers for Business Returns.

ERO's signature **PHILLIP CARTER MCALLISTER, CPA** Date **02/16/26**

ERO Must Retain This Form — See Instructions
Do Not Submit This Form to the IRS Unless Requested To Do So

Form **1120-S**

Department of the Treasury
Internal Revenue Service

U.S. Income Tax Return for an S Corporation

Do not file this form unless the corporation has filed or is attaching Form 2553 to elect to be an S corporation.
Go to *www.irs.gov/Form1120S* for instructions and the latest information.

OMB No. 1545-0123

2025

For calendar year 2025 or tax year beginning , ending

A S election effective date: **07/18/22**	Name: **EAST COAST INDUSTRIES, CORP**				D Employer identification number: **88-3446584**
B Business activity code number (see instr.): **561730**	Number and street. If a P.O. box, see instructions.: **PO BOX 1352**			Room or suite no.	E Date incorporated: **07/18/2022**
C Check if Sch. M-3 attached ☐	City or town: **WEST PALM BEACH**	State or province: **FL**	Country:	ZIP or foreign postal code: **33413**	F Total assets (see instructions): $ **292,307**

G Is the corporation electing to be an S corporation beginning with this tax year? See instructions. ☐ Yes ☒ No

H Check if: **(1)** ☐ Final return **(2)** ☐ Name change **(3)** ☐ Address change **(4)** ☐ Amended return **(5)** ☐ S election termination

I Enter the number of shareholders who were shareholders during any part of the tax year **2**

J Check if corporation: **(1)** ☐ Aggregated activities for section 465 at-risk purposes **(2)** ☐ Grouped activities for section 469 passive activity purposes

Caution: Include **only** trade or business income and expenses on lines 1a through 22. See the instructions for more information.

Income	**1a**	Gross receipts or sales: **2,251,992**	**b** Less returns and allowances:	**c** Balance:	**1c** **2,251,992**
	2	Cost of goods sold (attach Form 1125-A)			**2** **933,892**
	3	Gross profit. Subtract line 2 from line 1c			**3** **1,318,100**
	4	Net gain (loss) from Form 4797, Part II, line 17 (attach Form 4797)			**4**
	5	Other income (loss) (see instructions—attach statement)			**5**
	6	**Total income (loss).** Add lines 3 through 5			**6** **1,318,100**
Deductions (see instructions for limitations)	**7**	Compensation of officers (see instructions–attach Form 1125-E)			**7** **15,160**
	8	Salaries and wages (less employment credits)			**8** **396,213**
	9	Repairs and maintenance			**9** **6,340**
	10	Bad debts			**10**
	11	Rents			**11**
	12	Taxes and licenses			**12** **32,446**
	13	Interest (see instructions)			**13** **2,233**
	14	Depreciation from Form 4562 not claimed on Form 1125-A or elsewhere on return (attach Form 4562)			**14** **117,271**
	15	Depletion **(do not deduct oil and gas depletion)**			**15**
	16	Advertising			**16**
	17	Pension, profit-sharing, etc., plans			**17**
	18	Employee benefit programs			**18**
	19	Energy efficient commercial buildings deduction (attach Form 7205)			**19**
	20	Other deductions (attach statement) **SEE STMT 1**			**20** **446,587**
	21	**Total deductions.** Add lines 7 through 20			**21** **1,016,250**
	22	**Ordinary business income (loss).** Subtract line 21 from line 6			**22** **301,850**
Tax and Payments	**23a**	Excess net passive income or LIFO recapture tax (see instructions)	**23a**		
	b	Tax from Schedule D (Form 1120-S)	**23b**		
	c	Add lines 23a and 23b (see instructions for additional taxes)			**23c**
	24a	Current year's estimated tax payments and preceding year's overpayment credited to the current year	**24a**		
	b	Tax deposited with Form 7004	**24b**		
	c	Credit for federal tax paid on fuels (attach Form 4136)	**24c**		
	d	Elective payment election amount from Form 3800	**24d**		
	z	Add lines 24a through 24d			**24z**
	25	Estimated tax penalty (see instructions). Check if Form 2220 is attached ☐			**25**
	26	**Amount owed.** If line 24z is smaller than the total of lines 23c and 25, enter amount owed			**26**
	27	**Overpayment.** If line 24z is larger than the total of lines 23c and 25, enter amount overpaid			**27**
	28	Enter amount from line 27: **a Credited to 2026 estimated tax**		**b Refunded**	**28b**
	c	Routing number _____ **d** Type: ☐ Checking ☐ Savings			
	e	Account number _____			

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Signature of officer **RAYMOND BOWDEN** Date Title **PRESIDENT**

May the IRS discuss this return with the preparer shown below? See instructions. ☒ Yes ☐ No

Paid Preparer Use Only

Preparer's name: **PHILLIP CARTER MCALLISTER**	Preparer's signature: **PHILLIP CARTER MCALLISTER**	Date	Check ☐ if self-employed	PTIN: **P01772619**
Firm's name: **SCHMEDES MCALLISTER PLLC**			Firm's EIN: **83-0546082**	
Firm's address: **11211 PROSPERITY FARMS RD., STE. B106 PALM BEACH GARDENS, FL 33410**			Phone no. **561-370-7430**	

Schedule B Other Information (see instructions)

		Yes	No
1	Check accounting method: **a** [X] Cash **b** [ ] Accrual **c** [ ] Other (specify)		
2	See the instructions and enter the: **a** Business activity **LANDSCAPING SERVICES** **b** Product or service **LANDSCAPING INSTALLATION**		
3	At any time during the tax year, was any shareholder of the corporation a disregarded entity, a trust, an estate, or a nominee or similar person? If "Yes," attach Schedule B-1, Information on Certain Shareholders of an S Corporation		X
4	At the end of the tax year, did the corporation:		
a	Own directly 20% or more, or own, directly or indirectly, 50% or more of the total stock issued and outstanding of any foreign or domestic corporation? For rules of constructive ownership, see instructions. If "Yes," complete (i) through (v) below		X

(i) Name of Corporation	(ii) Employer Identification Number (if any)	(iii) Country of Incorporation	(iv) Percentage of Stock Owned	(v) If Percentage in (iv) Is 100%, Enter the Date (if applicable) a Qualified Subchapter S Subsidiary Election Was Made

b	Own directly an interest of 20% or more, or own, directly or indirectly, an interest of 50% or more in the profit, loss, or capital in any foreign or domestic partnership (including an entity treated as a partnership) or in the beneficial interest of a trust? For rules of constructive ownership, see instructions. If "Yes," complete (i) through (v) below		X

(i) Name of Entity	(ii) Employer Identification Number (if any)	(iii) Type of Entity	(iv) Country of Organization	(v) Maximum Percentage Owned in Profit, Loss, or Capital

5a	At the end of the tax year, did the corporation have any outstanding shares of restricted stock? If "Yes," complete lines (i) and (ii) below.		X
	(i) Total shares of restricted stock		
	(ii) Total shares of non-restricted stock		
b	At the end of the tax year, did the corporation have any outstanding stock options, warrants, or similar instruments? If "Yes," complete lines (i) and (ii) below.		X
	(i) Total shares of stock outstanding at the end of the tax year		
	(ii) Total shares of stock outstanding if all instruments were executed		
6	Has this corporation filed, or is it required to file, **Form 8918,** Material Advisor Disclosure Statement, to provide information on any reportable transaction?		X
7	Check this box if the corporation issued publicly offered debt instruments with original issue discount [ ] If checked, the corporation may have to file **Form 8281,** Information Return for Publicly Offered Original Issue Discount Instruments.		
8	If the corporation **(a)** was a C corporation before it elected to be an S corporation **or** the corporation acquired an asset with a basis determined by reference to the basis of the asset (or the basis of any other property) in the hands of a C corporation, **and (b)** has net unrealized built-in gain in excess of the net recognized built-in gain from prior years, enter the net unrealized built-in gain reduced by net recognized built-in gain from prior years. See instructions $		
9	Did the corporation have an election under section 163(j) for any real property trade or business or any farming business in effect during the tax year? See instructions		X
10	Does the corporation satisfy one or more of the following? See instructions		X
a	The corporation owns a pass-through entity with current, or prior year carryover, excess business interest expense.		
b	The corporation's aggregate average annual gross receipts (determined under section 448(c)) for the 3 tax years preceding the current tax year are more than $31 million and the corporation has business interest expense.		
c	The corporation is a tax shelter and the corporation has business interest expense. If "Yes," complete and attach **Form 8990,** Limitation on Business Interest Expense Under Section 163(j).		
11	Does the corporation satisfy **both** of the following conditions?		X
a	The corporation's total receipts (see instructions) for the tax year were less than $250,000.		
b	The corporation's total assets at the end of the tax year were less than $250,000. If "Yes," the corporation is not required to complete Schedules L and M-1.		

Schedule B Other Information (see instructions) *(continued)*

		Yes	No
12	During the tax year, did the corporation have any non-shareholder debt that was canceled, was forgiven, or had the terms modified so as to reduce the principal amount of the debt?		X
	If "Yes," enter the amount of principal reduction $		
13	During the tax year, was a qualified subchapter S subsidiary election terminated or revoked? If "Yes," see instructions		X
14a	Did the corporation make any payments that would require it to file Form(s) 1099?	X	
b	If "Yes," did or will the corporation file required Form(s) 1099?	X	
15	Does the corporation intend to self-certify as a Qualified Opportunity Fund?		X
	If "Yes," complete and attach Form 8996. Enter the amount (if any) from Form 8996, line 15 $		
16	At any time during the tax year, did the corporation: (a) receive (as a reward, award, or payment for property or services); or (b) sell, exchange, or otherwise dispose of a digital asset (or a financial interest in a digital asset)? See instructions		X
17	Reserved for future use		

Schedule K Shareholders' Pro Rata Share Items

				Total amount
Income (Loss)	1	Ordinary business income (loss) (page 1, line 22)	1	301,850
	2	Net rental real estate income (loss) (attach Form 8825)	2	
	3a	Other gross rental income (loss)	3a	
	b	Expenses from other rental activities (attach statement)	3b	
	c	Other net rental income (loss). Subtract line 3b from line 3a	3c	
	4	Interest income	4	
	5	Dividends: a Ordinary dividends	5a	
		b Qualified dividends	5b	
	6	Royalties	6	
	7	Net short-term capital gain (loss) (attach Schedule D (Form 1120-S))	7	
	8a	Net long-term capital gain (loss) (attach Schedule D (Form 1120-S))	8a	
	b	Collectibles (28%) gain (loss)	8b	
	c	Unrecaptured section 1250 gain (attach statement)	8c	
	9	Net section 1231 gain (loss) (attach Form 4797)	9	
	10	Other income (loss) (see instructions) Type:	10	
Deductions	11	Section 179 deduction (attach Form 4562)	11	
	12a	Cash charitable contributions	12a	
	b	Noncash charitable contributions	12b	
	c	Investment interest expense	12c	
	d	Section 59(e)(2) expenditures Type:	12d	
	e	Other deductions (see instructions) Type:	12e	
Credits	13a	Low-income housing credit (section 42(j)(5))	13a	
	b	Low-income housing credit (other)	13b	
	c	Qualified rehabilitation expenditures (rental real estate) (attach Form 3468, if applicable)	13c	
	d	Other rental real estate credits (see instructions) Type:	13d	
	e	Other rental credits (see instructions) Type:	13e	
	f	Biofuel producer credit (attach Form 6478)	13f	
	g	Other credits (see instructions) Type:	13g	
International	14a	Attach Schedule K-2 (Form 1120-S), Shareholders' Pro Rata Share Items—International, and check this box to indicate you are reporting items of international tax relevance		
	b	Check this box if you qualified for an exception to filing Schedule K-2 (Form 1120-S) X		
Alternative Minimum Tax (AMT) Items	15a	Post-1986 depreciation adjustment	15a	238
	b	Adjusted gain or loss	15b	
	c	Depletion (other than oil and gas)	15c	
	d	Oil, gas, and geothermal properties – gross income	15d	
	e	Oil, gas, and geothermal properties – deductions	15e	
	f	Other AMT items (attach statement)	15f	
Items Affecting Shareholder Basis	16a	Tax-exempt interest income	16a	
	b	Other tax-exempt income	16b	
	c	Nondeductible expenses	16c	2,017
	d	Distributions (attach statement if required) (see instructions)	16d	32,912
	e	Repayment of loans from shareholders	16e	
	f	Foreign taxes paid or accrued	16f	

Schedule K Shareholders' Pro Rata Share Items *(continued)*

			Total amount
Other Information	17a Investment income	17a	
	b Investment expenses	17b	
	c Dividend distributions paid from accumulated earnings and profits	17c	
	d Other items and amounts (attach statement) SEE STATEMENT 2		
Reconciliation	18 **Income (loss) reconciliation.** Combine the total amounts on lines 1 through 10. From the result, subtract the sum of the amounts on lines 11 through 12e and 16f	18	301,850

Schedule L Balance Sheets per Books

Assets	Beginning of tax year (a)	Beginning of tax year (b)	End of tax year (c)	End of tax year (d)
1 Cash		52,772		282,855
2a Trade notes and accounts receivable				
b Less allowance for bad debts	( )		( )	
3 Inventories				
4 U.S. government obligations				
5 Tax-exempt securities (see instructions)				
6 Other current assets (attach statement) STMT 3		0		500
7 Loans to shareholders				
8 Mortgage and real estate loans				
9 Other investments (attach statement)				
10a Buildings and other depreciable assets	133,390		247,267	
b Less accumulated depreciation	(124,905)	8,485	(242,176)	5,091
11a Depletable assets				
b Less accumulated depletion	( )		( )	
12 Land (net of any amortization)				
13a Intangible assets (amortizable only)	5,000		5,000	
b Less accumulated amortization	(806)	4,194	(1,139)	3,861
14 Other assets (attach statement)				
15 Total assets		65,451		292,307
Liabilities and Shareholders' Equity				
16 Accounts payable				
17 Mortgages, notes, bonds payable in less than 1 year				
18 Other current liabilities (attach statement)				
19 Loans from shareholders				
20 Mortgages, notes, bonds payable in 1 year or more		40,065		0
21 Other liabilities (attach statement)				
22 Capital stock		65,000		65,000
23 Additional paid-in capital		4,316		4,316
24 Retained earnings		-43,930		222,991
25 Adjustments to shareholders' equity (attach statement)				
26 Less cost of treasury stock		( )		( )
27 Total liabilities and shareholders' equity		65,451		292,307

Schedule M-1 Reconciliation of Income (Loss) per Books With Income (Loss) per Return

Note: The corporation may be required to file Schedule M-3. See instructions.

1	Net income (loss) per books	299,833	5	Income recorded on books this year not included on Schedule K, lines 1 through 10 (itemize):	
2	Income included on Schedule K, lines 1, 2, 3c, 4, 5a, 6, 7, 8a, 9, and 10, not recorded on books this year (itemize):		a	Tax-exempt interest $	
3	Expenses recorded on books this year not included on Schedule K, lines 1 through 12e, and 16f (itemize):		6	Deductions included on Schedule K, lines 1 through 12e, and 16f, not charged against book income this year (itemize):	
a	Depreciation $		a	Depreciation $	
b	Travel and entertainment $ 2,017	2,017	7	Add lines 5 and 6	
4	Add lines 1 through 3	301,850	8	Income (loss) (Schedule K, line 18). Subtract line 7 from line 4	301,850

Schedule M-2 Analysis of Accumulated Adjustments Account, Shareholders' Undistributed Taxable Income Previously Taxed, Accumulated Earnings and Profits, and Other Adjustments Account (see instructions)

		(a) Accumulated adjustments account	(b) Shareholders' undistributed taxable income previously taxed	(c) Accumulated earnings and profits	(d) Other adjustments account
1	Balance at beginning of tax year	-43,930			
2	Ordinary income from page 1, line 22	301,850			
3	Other additions				
4	Loss from page 1, line 22	( )			
5	Other reductions STMT 4	(2,017)			( )
6	Combine lines 1 through 5	255,903			
7	Distributions	32,912			
8	Balance at end of tax year. Subtract line 7 from line 6	222,991			

Form **1125-A**
(Rev. November 2024)
Department of the Treasury
Internal Revenue Service

Cost of Goods Sold

Attach to Form 1120, 1120-C, 1120-F, 1120S, or 1065.
Go to *www.irs.gov/Form1125A* for the latest information.

OMB No. 1545-0123

Name
EAST COAST INDUSTRIES, CORP

Employer identification number
88-3446584

1	Inventory at beginning of year	**1**	
2	Purchases	**2**	**933,892**
3	Cost of labor	**3**	
4	Additional section 263A costs (attach schedule)	**4**	
5	Other costs (attach schedule)	**5**	
6	**Total.** Add lines 1 through 5	**6**	**933,892**
7	Inventory at end of year	**7**	
8	**Cost of goods sold.** Subtract line 7 from line 6. Enter here and on Form 1120, page 1, line 2 or the appropriate line of your tax return. See instructions	**8**	**933,892**

9a Check all methods used for valuing closing inventory. See instructions.

- *(i)* ☐ Cost
- *(ii)* ☐ Lower of cost or market
- *(iii)* ☐ Other (Specify method used and attach explanation.)

For certain small business taxpayers, alternative methods of accounting for inventories:

- *(iv)* ☐ Non-incidental materials and supplies method
- *(v)* ☐ AFS method
- *(vi)* ☐ Non-AFS method

b Check if there was a writedown of subnormal goods ☐

c Check if the LIFO inventory method was adopted this tax year for any goods (if checked, attach Form 970) ☐

d *(i)* If the LIFO inventory method was used for this tax year, enter amount of closing inventory figured under LIFO **9d(i)**

(ii) If the LIFO inventory method was used for this tax year, enter amount of the closing LIFO Reserve **9d(ii)**

e If property is produced or acquired for resale, do the rules of section 263A apply to the entity? See instructions ☐ Yes ☒ No

f Was there any change in determining quantities, cost, or valuations between opening and closing inventory? If "Yes," attach explanation ☐ Yes ☒ No

671124

Final K-1 ☐ Amended K-1 ☐ OMB No. 1545-0123

Schedule K-1 (Form 1120-S) 2025

Department of the Treasury
Internal Revenue Service

For calendar year 2025, or tax year beginning ____ ending ____

Shareholder's Share of Income, Deductions, Credits, etc.

See separate instructions.

Part I Information About the Corporation

A Corporation's employer identification number
88-3446584

B Corporation's name, address, city, state, and ZIP code
EAST COAST INDUSTRIES, CORP

PO BOX 1352
WEST PALM BEACH FL 33413

C IRS Center where corporation filed return
E-FILE

D Corporation's total number of shares
Beginning of tax year 100
End of tax year 100

Part II Information About the Shareholder

E Shareholder's identifying number
104-64-1685

F1 Shareholder's name, address, city, state, and ZIP code
RAYMOND R BOWDEN
954 DOLPHIN CT

JUPITER FL 33458

F2 If the shareholder is a disregarded entity, a trust, an estate, or a nominee or similar person, enter the individual or entity responsible for reporting:
TIN ____
Name ____

F3 What type of entity is this shareholder? ____

G Current year allocation percentage 51.000000 %

H Shareholder's number of shares
Beginning of tax year 51
End of tax year 51

I Loans from shareholder
Beginning of tax year $ 0
End of tax year $ 0

For IRS Use Only

Part III Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items

1	Ordinary business income (loss) 153,944	13	Credits
2	Net rental real estate income (loss)		
3	Other net rental income (loss)		
4	Interest income		
5a	Ordinary dividends		
5b	Qualified dividends	14	Schedule K-3 is attached if checked ☐
6	Royalties	15 A	Alternative minimum tax (AMT) items 121
7	Net short-term capital gain (loss)		
8a	Net long-term capital gain (loss)		
8b	Collectibles (28%) gain (loss)		
8c	Unrecaptured section 1250 gain		
9	Net section 1231 gain (loss)	16 C*	Items affecting shareholder basis 1,029
10	Other income (loss)	D	16,785
		17 V*	Other information STMT
11	Section 179 deduction	AC*	STMT
12	Other deductions	ZZ*	STMT

18 ☐ More than one activity for at-risk purposes*
19 ☐ More than one activity for passive activity purposes*

* See attached statement for additional information.

671124

Final K-1 ☐ Amended K-1 ☐ OMB No. 1545-0123

Schedule K-1 (Form 1120-S) 2025

Department of the Treasury
Internal Revenue Service

For calendar year 2025, or tax year beginning ____ ending ____

Shareholder's Share of Income, Deductions, Credits, etc.

See separate instructions.

Part I Information About the Corporation

A Corporation's employer identification number
88-3446584

B Corporation's name, address, city, state, and ZIP code
EAST COAST INDUSTRIES, CORP

PO BOX 1352
WEST PALM BEACH FL 33413

C IRS Center where corporation filed return
E-FILE

D Corporation's total number of shares
Beginning of tax year 100
End of tax year 100

Part II Information About the Shareholder

E Shareholder's identifying number
063-88-1242

F1 Shareholder's name, address, city, state, and ZIP code
RICHARD BOWDEN
954 DOLPHIN CT

JUPITER FL 33458

F2 If the shareholder is a disregarded entity, a trust, an estate, or a nominee or similar person, enter the individual or entity responsible for reporting:
TIN ____
Name ____

F3 What type of entity is this shareholder? ____

G Current year allocation percentage 49.000000 %

H Shareholder's number of shares
Beginning of tax year 49
End of tax year 49

I Loans from shareholder
Beginning of tax year $ 0
End of tax year $ 0

For IRS Use Only

Part III Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items

1	Ordinary business income (loss) 147,906	13	Credits
2	Net rental real estate income (loss)		
3	Other net rental income (loss)		
4	Interest income		
5a	Ordinary dividends		
5b	Qualified dividends	14	Schedule K-3 is attached if checked ☐
6	Royalties	15 A	Alternative minimum tax (AMT) items 117
7	Net short-term capital gain (loss)		
8a	Net long-term capital gain (loss)		
8b	Collectibles (28%) gain (loss)		
8c	Unrecaptured section 1250 gain		
9	Net section 1231 gain (loss)	16 C*	Items affecting shareholder basis 988
10	Other income (loss)	D	16,127
		17 V*	Other information STMT
11	Section 179 deduction	AC*	STMT
12	Other deductions	ZZ*	STMT

18 ☐ More than one activity for at-risk purposes*
19 ☐ More than one activity for passive activity purposes*

* See attached statement for additional information.

Form **1125-E**
(Rev. October 2016)
Department of the Treasury
Internal Revenue Service

Compensation of Officers

▶ **Attach to Form 1120, 1120-C, 1120-F, 1120-REIT, 1120-RIC, or 1120S.**

▶ **Information about Form 1125-E and its separate instructions is at** *www.irs.gov/form1125e.*

OMB No. 1545-0123

Name
EAST COAST INDUSTRIES, CORP

Employer identification number
88-3446584

Note: Complete Form 1125-E only if total receipts are $500,000 or more. See instructions for definition of total receipts.

	(a) Name of officer	**(b)** Social security number (see instructions)	**(c)** Percent of time devoted to business	Percent of stock owned **(d)** Common	Percent of stock owned **(e)** Preferred	**(f)** Amount of compensation
1	**RICHARD BOWDEN**	**063-88-1242**	**100.000** %	**49.000** %	%	**15,160**
	RAYMOND R BOWDEN	**104-64-1685**	**100.000** %	**51.000** %	%	
			%	%	%	
			%	%	%	
			%	%	%	
			%	%	%	
			%	%	%	
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			%	%	%	
			%	%	%	
			%	%	%	
			%	%	%	
			%	%	%	

2	Total compensation of officers	**2**	**15,160**
3	Compensation of officers claimed on Form 1125-A or elsewhere on return	**3**	
4	Subtract line 3 from line 2. Enter the result here and on Form 1120, page 1, line 12 or the appropriate line of your tax return	**4**	**15,160**

For Paperwork Reduction Act Notice, see separate instructions. Form **1125-E** (Rev. 10-2016)

DAA

Form **4562**

Department of the Treasury
Internal Revenue Service

Depreciation and Amortization

(Including Information on Listed Property)

Attach to your tax return.

Go to *www.irs.gov/Form4562* for instructions and the latest information.

OMB No. 1545-0172

2025

Attachment Sequence No. **179**

Name(s) shown on return	Business or activity to which this form relates	**Identifying number**
EAST COAST INDUSTRIES, CORP	**REGULAR DEPRECIATION**	**88-3446584**

Part I Election To Expense Certain Property Under Section 179

Note: If you have any listed property, complete Part V before you complete Part I.

1	Maximum amount (see instructions)	1	**2,500,000**
2	Total cost of section 179 property placed in service (see instructions)	2	
3	Threshold cost of section 179 property before reduction in limitation (see instructions)	3	**4,000,000**
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	
5	Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions	5	

6	(a) Description of property	(b) Cost (business use only)	(c) Elected cost

7	Listed property. Enter the amount from line 29	7	
8	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8	
9	Tentative deduction. Enter the **smaller** of line 5 or line 8	9	
10	Carryover of disallowed deduction from line 13 of your 2024 Form 4562	10	
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 5. See instructions	11	
12	Section 179 expense deduction. Add lines 9 and 10, but don't enter more than line 11	12	
13	Carryover of disallowed deduction to 2026. Add lines 9 and 10, less line 12	13	

Note: Don't use Part II or Part III below for listed property. Instead, use Part V.

Part II Special Depreciation Allowance and Other Depreciation (Don't include listed property. See instructions.)

14	Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year. See instructions	14	**67,968**
15	Property subject to section 168(f)(1) election	15	
16	Other depreciation (including ACRS)	16	

Part III MACRS Depreciation (Don't include listed property. See instructions.)

Section A

17	MACRS deductions for assets placed in service in tax years beginning before 2025	17	**326**
18	If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here ☐		

Section B—Assets Placed in Service During 2025 Tax Year Using the General Depreciation System

	(a) Classification of property (see instructions)	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only–see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a	3-year property						
b	5-year property						
c	7-year property						
d	10-year property						
e	15-year property						
f	20-year property						
g	25-year property			25 yrs.		S/L	
h	50-year property			50 yrs.	MM	S/L	
i	Residential rental property			27.5 yrs.	MM	S/L	
				27.5 yrs.	MM	S/L	
j	Nonresidential real property			39 yrs.	MM	S/L	
					MM	S/L	

Section C— Assets Placed in Service During 2025 Tax Year Using the Alternative Depreciation System

20a	Class life					S/L	
b	12-year			12 yrs.		S/L	
c	30-year			30 yrs.	MM	S/L	
d	40-year			40 yrs.	MM	S/L	
e	50-year			50 yrs.	MM	S/L	

Form 4562 (2025) **EAST COAST INDUSTRIES, CORP** **88-3446584** Page **2**

Part IV Summary (See instructions.)

21	Listed property. Enter amount from line 28	**21**	**48,977**
22	**Total.** Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations—see instructions	**22**	**117,271**
23a	For assets shown in Part III that are placed in service during the current tax year, and have costs capitalized under section 263A, enter the amount of the basis attributable to interest costs capitalized under section 263A(f)	**23a**	
b	For assets shown in Part III that are placed in service during the current tax year, and have costs capitalized under section 263A, enter the amount of the basis attributable to costs capitalized under section 263A other than interest costs capitalized under section 263A(f)	**23b**	

Part V Listed Property (Include automobiles, certain other vehicles, certain aircraft, and property used for entertainment, recreation, or amusement.)

Note: For any vehicle for which you are using the standard mileage rate or deducting lease expense, complete **only** 24a, 24b, columns (a) through (c) of Section A, all of Section B, and Section C if applicable.

Section A—Depreciation and Other Information (Caution: See the instructions for limits for passenger automobiles.)

24a	Do you have evidence to support the business/investment use claimed?	[X] **Yes**	[ ] **No**
b	If "Yes," is the evidence written?	[X] **Yes**	[ ] **No**
c	Do you own, lease, or charter an aircraft? Check all that apply. See instructions	[ ] **Own**	[ ] **Lease** [ ] **Charter**

(a) Type of property (list vehicles first)	(b) Date placed in service	(c) Business/ investment use percentage	(d) Cost or other basis	(e) Basis for depreciation (business/investment use only)	(f) Recovery period	(g) Method/ Convention	(h) Depreciation deduction	(i) Elected section 179 cost
25 Special depreciation allowance for qualified listed property placed in service during the tax year and used more than 50% in a qualified business use. See instructions							**25** **45,909**	
26 Property used more than 50% in a qualified business use:								
2023 FORD F350	**09/28/23**	**100.00** %	**79,890**	**15,978**	**5.0**	**200DBHY**	**3,068**	
2023 FORD SUPER DUTY F-250	**02/06/25**	**100.00** %	**45,909**		**5.0**	**200DBMQ**		
27 Property used 50% or less in a qualified business use :								
		%				S/L-		
		%				S/L-		
28 Add amounts in column (h), lines 25 through 27. Enter here and on line 21							**28** **48,977**	
29 Add amounts in column (i), line 26. Enter here and on line 7								**29**

Section B—Information on Use of Vehicles

Complete this section for vehicles used by a sole proprietor, partner, or other "more than 5% owner," or related person. If you provided vehicles to your employees, first answer the questions in Section C to see if you meet an exception to completing this section for those vehicles.

	(a) Vehicle 1		(b) Vehicle 2		(c) Vehicle 3		(d) Vehicle 4		(e) Vehicle 5		(f) Vehicle 6	
30 Total business/investment miles driven during the year (**don't** include commuting miles)	**10,004**		**9,645**									
31 Total commuting miles driven during the year												
32 Total other personal (noncommuting) miles driven												
33 Total miles driven during the year. Add lines 30 through 32	**10,004**		**9,645**									
	Yes	**No**	**Yes**	**No**	**Yes**	**No**	**Yes**	**No**	**Yes**	**No**	**Yes**	**No**
34 Was the vehicle available for personal use during off-duty hours?	**X**		**X**									
35 Was the vehicle used primarily by a more than 5% owner or related person?	**X**		**X**									
36 Is another vehicle available for personal use?	**X**		**X**									

Part V **Listed Property** (Include automobiles, certain other vehicles, certain aircraft, and property used for entertainment, recreation, or amusement.) *(continued)*

Section C—Questions for Employers Who Provide Vehicles for Use by Their Employees

Answer these questions to determine if you meet an exception to completing Section B for vehicles used by employees who **aren't** more than 5% owners or related persons. See instructions.

		Yes	No
37	Do you maintain a written policy statement that prohibits all personal use of vehicles, including commuting, by your employees?		
38	Do you maintain a written policy statement that prohibits personal use of vehicles, except commuting, by your employees? See the instructions for vehicles used by corporate officers, directors, or 1% or more owners		
39	Do you treat all use of vehicles by employees as personal use?		
40	Do you provide more than five vehicles to your employees, obtain information from your employees about the use of the vehicles, and retain the information received?		
41	Do you meet the requirements concerning qualified automobile demonstration use? See instructions		

Note: If your answer to 37, 38, 39, 40, or 41 is "Yes," don't complete Section B for the covered vehicles.

Part VI **Amortization**

(a) Description of costs	(b) Date amortization begins	(c) Amortizable amount	(d) Code section	(e) Amortization period or percentage	(f) Amortization for this year
42 Amortization of costs that begins during your 2025 tax year (see instructions):					

43	Amortization of costs that began before your 2025 tax year	**43**	**333**
44	**Total.** Add amounts in column (f). See the instructions for where to report	**44**	**333**

Section 199A Information Worksheet

Form **1120-S** | For calendar year 2025 or tax year beginning , ending | **2025**

Name: **EAST COAST INDUSTRIES, CORP**

Employer Identification Number: **88-3446584**

	Activity Description	Pass-Through Entity EIN	PTP	Aggregated	SSTB
Column A	**EAST COAST INDUSTRIES, CORP**		☐	☐	☐
Column B			☐	☐	☐
Column C			☐	☐	☐
Column D			☐	☐	☐
Column E			☐	☐	☐

QBI or Qualified PTP items:	**Column A**	**Column B**	**Column C**	**Column D**	**Column E**
Ordinary business income (loss)	**301,850**				
Net rental real estate income (loss)					
Other net rental income (loss)					
Royalty income (loss)					
Section 1231 gain (loss)					
Other income (loss)					
Section 179 deduction					
Other deductions					
W-2 wages	**411,373**				
Qualified property	**247,267**				

Other Information:

QBI allocable to cooperative pmts received

W-2 wages allocable to qualified payments

Section 199A(g) deduction

Section 199A REIT dividends

Federal Statements

Statement 1 - Form 1120-S, Page 1, Line 20 - Other Deductions

Description	Amount
OUTSIDE SERVICES	$ 301,541
INSURANCE	27,277
PROFESSIONAL FEES	13,727
EQUIPMENT RENTAL	13,298
DUES AND SUBSCRIPTIONS	10,906
FUEL	8,771
UNIFORMS	7,893
EMPLOYMENT EXPENSES	7,480
EQUIPMENT	7,404
AUTO & TRUCK EXPENSES	6,820
OFFICE SUPPLIES	5,398
PAYROLL PROCESSING FEES	4,989
FEES	4,793
JOB PLANS	4,787
TRAVEL	4,070
REFERRAL FEES	4,000
PERMITS	2,839
TRUCKING FEES	2,431
SMALL TOOLS & EQUIPMENT	1,973
DISPOSAL FEES	1,904
MISC EXPENSE	1,614
TRACKER	204
BANK CHARGES	117
AMORTIZATION	333
50% OF MEALS	2,018
TOTAL	$ 446,587

Statement 2 - Form 1120-S, Page 4, Schedule K, Line 17d - Other Items and Amounts

Description	Amount
SECTION 199A INFORMATION - SEE ATTACHED WRK QUALIFIES FOR EXCEPTION TO FILING SCHEDULE K-2	$

Statement 3 - Form 1120-S, Page 4, Schedule L, Line 6 - Other Current Assets

Description	Beginning of Year	End of Year
EMPLOYEE ADVANCE	$ 0	$ 500
TOTAL	$ 0	$ 500

Statement 4 - Form 1120-S, Page 5, Schedule M-2, Line 5(a) - Other Reductions

Description	Amount
TRAVEL & ENTERTAINMENT	$ 2,017
TOTAL	$ 2,017

Federal Statements

RAYMOND R BOWDEN
104-64-1685

Schedule K-1, Box 16, Code C - Nondeductible Expenses

Description	Shareholder Amount
PAGE 1 MEALS	$ 1,029
TOTAL	$ 1,029

Schedule K-1, Box 17, Code AC - Gross Receipts for Section 448(c)

Description	Shareholder Amount
8990 GROSS RECEIPTS FOR 2024	738,954
8990 GROSS RECEIPTS FOR 2023	525,285
8990 GROSS RECEIPTS FOR 2022	106,028

Schedule K-1, Box 17, Code ZZ - Other Information

Description	Shareholder Amount
SCHEDULE K-3 WILL NOT BE DISTRIBUTED TO YOU UNLESS REQUESTED	

Federal Statements

RICHARD BOWDEN
063-88-1242

Schedule K-1, Box 16, Code C - Nondeductible Expenses

Description	Shareholder Amount
PAGE 1 MEALS	$ 988
TOTAL	$ 988

Schedule K-1, Box 17, Code AC - Gross Receipts for Section 448(c)

Description	Shareholder Amount
8990 GROSS RECEIPTS FOR 2024	709,976
8990 GROSS RECEIPTS FOR 2023	504,686
8990 GROSS RECEIPTS FOR 2022	101,871

Schedule K-1, Box 17, Code ZZ - Other Information

Description	Shareholder Amount
SCHEDULE K-3 WILL NOT BE DISTRIBUTED TO YOU UNLESS REQUESTED	

Form **1120-S** Schedule K-1

Schedule K-1, Box 17, Code V Shareholder's Section 199A Information

2025

For calendar year 2025 or tax year beginning , ending

Name
EAST COAST INDUSTRIES, CORP
RAYMOND R BOWDEN

Taxpayer Identification Number
88-3446584
104-64-1685

	Activity Description	Pass-Through Entity EIN	PTP	Aggregated	SSTB
Column A	**EAST COAST INDUSTRIES, CORP**		☐	☐	☐
Column B			☐	☐	☐
Column C			☐	☐	☐
Column D			☐	☐	☐
Column E			☐	☐	☐

QBI or Qualified PTP items:	**Column A**	**Column B**	**Column C**	**Column D**	**Column E**
Ordinary business income (loss)	**153,944**				
Net rental real estate income (loss)					
Other net rental income (loss)					
Royalty income (loss)					
Section 1231 gain (loss)					
Other income (loss)					
Section 179 deduction					
Other deductions					
W-2 wages	**209,800**				
Qualified property	**126,106**				

Other Information:

QBI allocable to cooperative pmts received
W-2 wages allocable to qualified payments
Section 199A(g) deduction

Section 199A REIT dividends

Form **1120-S**
Schedule K-1

Schedule K-1, Box 17, Code V
Shareholder's Section 199A Information

2025

For calendar year 2025 or tax year beginning , ending

Name
EAST COAST INDUSTRIES, CORP
RICHARD BOWDEN

Taxpayer Identification Number
88-3446584
063-88-1242

	Activity Description	Pass-Through Entity EIN	PTP	Aggregated	SSTB
Column A	**EAST COAST INDUSTRIES, CORP**		☐	☐	☐
Column B			☐	☐	☐
Column C			☐	☐	☐
Column D			☐	☐	☐
Column E			☐	☐	☐

QBI or Qualified PTP items:	**Column A**	**Column B**	**Column C**	**Column D**	**Column E**
Ordinary business income (loss)	**147,906**				
Net rental real estate income (loss)					
Other net rental income (loss)					
Royalty income (loss)					
Section 1231 gain (loss)					
Other income (loss)					
Section 179 deduction					
Other deductions					
W-2 wages	**201,573**				
Qualified property	**121,161**				

Other Information:

QBI allocable to cooperative pmts received
W-2 wages allocable to qualified payments
Section 199A(g) deduction

Section 199A REIT dividends

East Coast Industries Corp.

Profit and Loss

January 1-September 9, 2026

	Total
Income	
4010 Landscape Installation Revenue	1,278,168.66
4030 Irrigation Installation Revenue	204,908.06
4040 Irrigation Maintenance Revenue	485.00
4050 Material Supply and Delivery Revenue	20,354.50
4060 Customer/Billing Adjustments	-24,769.20
4070 Billable Expense Income	876.75
4080 Miscellaneous Income	85,400.00
Total for Income	**$1,565,423.77**
Cost of Goods Sold	
5100 Cost of Goods Sold - Materials	
5110 Plant / Trees	455,221.44
5120 Irrigation Material	77,916.44
5130 Sod	2,258.00
5140 Other Materials	59,839.51
5150 Mulch	7,400.00
5160 Topsoil	1,530.00
Total for 5100 Cost of Goods Sold - Materials	**$604,165.39**
5200 Trucking Fees	612.50
5300 Small tools	351.44
Total for Cost of Goods Sold	**$605,129.33**
Gross Profit	**$960,294.44**
Expenses	
6000 Cost of Labor	
6010 Salaries - Office Managers	42,143.67
6020 Salaries - Installers	247,617.63
6030 Payroll Taxes	62,541.79
6040 Employee Advance Payment	3,000.00
6050 Employee bonus	500.00
6060 Independent Contractors	$5,300.00
6062 Sod Subcontract	88,729.79
6065 Tree Work Subcontract	9,230.00
6066 Well and Pump Subcontractor	32,313.15
6067 Mulch Subcontractor	24,255.00
6068 Admin	11,664.20
Total for 6060 Independent Contractors	**$171,492.14**
Total for 6000 Cost of Labor	**$527,295.23**
6100 Office & Administrative Expenses	
6101 Office Supplies	3,620.34
6102 Advertising and Promotion	792.96
6103 Due & Subscriptions	5,145.69
6104 Computer and Internet Expenses	110.87
6105 Shipping, Freight & Delivery	4,027.45

East Coast Industries Corp.

Profit and Loss

January 1-September 9, 2026

	Total
6106 Licenses and Permits	2,768.44
6107 Payroll Processing Fee	3,782.95
6108 Recruiting Expenses	1,039.63
6109 Miscellaneous Expenses	15,580.00
6110 Job Plans	404.30
6111 Tracker	67.96
Total for 6100 Office & Administrative Expenses	**$37,340.59**
6200 Utilities	
6201 Telephone Expense	1,076.94
6202 Water Utilities	851.21
Total for 6200 Utilities	**$1,928.15**
6300 Legal & Professional Fees	
6310 Legal Fees	2,375.00
6320 Accounting Fees	2,375.00
Total for 6300 Legal & Professional Fees	**$4,750.00**
6400 Insurance	$187.06
6410 Auto Insurance	26,987.71
Total for 6400 Insurance	**$27,174.77**
6500 Truck Repairs and Maintenance	
6501 Truck Repairs and Maintenance	37,511.50
6502 Fuel	5,331.93
Total for 6500 Truck Repairs and Maintenance	**$42,843.43**
6600 Travel & Entertainment	-$187.06
6620 Meals and Entertainment	1,410.32
Total for 6600 Travel & Entertainment	**$1,223.26**
6700 General Repairs and Maintenance	
6710 Assembly Loop	57,503.40
Total for 6700 General Repairs and Maintenance	**$57,503.40**
6800 Finance Charges	
6810 Bank Service Charges	362.71
6820 Interest Expense	986.18
6830 Other Fees	1,215.95
Total for 6800 Finance Charges	**$2,564.84**
6900 Equipment Expenses	
6910 Machine rental	3,169.19
Total for 6900 Equipment Expenses	**$3,169.19**
7000 Medical expenses	195.40
7200 Uniforms	1,382.33
7300 Yard Waste/Dumping Fees	10,420.88
QuickBooks Payments Fees	226.41
Total for Expenses	**$718,017.88**
Net Operating Income	**$242,276.56**

East Coast Industries Corp.

Profit and Loss

January 1-September 9, 2026

	Total
Other Income	
8010 Interest Income	8,151.35
Total for Other Income	**$8,151.35**
Other Expenses	
9100 Parking and Tolls	
9110 Tolls	2,510.99
9120 Parking	41.75
Total for 9100 Parking and Tolls	**$2,552.74**
9200 Vehicle Expenses	
9210 Gas	2,993.11
9230 Vehicle Repairs	295.47
Total for 9200 Vehicle Expenses	**$3,288.58**
Reconciliation Discrepancies	1,746.60
Total for Other Expenses	**$7,587.92**
Net Other Income	**$563.43**
Net Income	**$242,839.99**

East Coast Industries Corp.

Balance Sheet

As of Dec 31, 2025

	Total
Assets	
Current Assets	
Bank Accounts	
0003 Truist Checking	1,166.93
0004 Truist Money Market	285,732.52
Total for Bank Accounts	**$286,899.45**
Accounts Receivable	
1000 Accounts Receivable	762,321.05
Total for Accounts Receivable	**$762,321.05**
Other Current Assets	
1110 Undeposited Funds	0.00
1130 Employee Loan	500.00
1140 Shareholder Loan	0.00
Total for Other Current Assets	**$500.00**
Total for Current Assets	**$1,049,720.50**
Fixed Assets	
1210 Land Improvement	71,310.47
1230 Trucks and Vehicles	
1231 2022 Ford F-350	79,890.37
1234 Trailer	25,481.08
1235 Truck	85,909.00
Total for 1230 Trucks and Vehicles	**$191,280.45**
1240 Equipment	-2,456.20
1250 Accumulated Depreciation	-242,175.91
Total for Fixed Assets	**$17,958.81**
Other Assets	
1310 Accumulated Amortization	-1,139.33
1320 Goodwill	5,000.00
Total for Other Assets	**$3,860.67**
Total for Assets	**$1,071,539.98**
Liabilities and Equity	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 Accounts Payable	24,283.37
Total for Accounts Payable	**$24,283.37**
Other Current Liabilities	
2230 AP Tax	0.00
Total for Other Current Liabilities	**$0.00**
Total for Current Liabilities	**$24,283.37**

East Coast Industries Corp.

Balance Sheet

As of Dec 31, 2025

	Total
Long-term Liabilities	
2300 Notes Payable	
2303 Note Payable 2022 Ford F-350	0.00
Total for 2300 Notes Payable	**$0.00**
Total for Long-term Liabilities	**$0.00**
Total for Liabilities	**$24,283.37**
Equity	
3100 Capital Stock	65,000.00
3300 Shareholder Distributions	$0.00
3301 Richard Bowden	-12,000.00
3302 East Coast Nursery	-20,912.28
Total for 3300 Shareholder Distributions	**-$32,912.28**
3400 APIC	4,316.00
3500 Retained Earnings	796,799.35
Net Income	214,053.54
Total for Equity	**$1,047,256.61**
Total for Liabilities and Equity	**$1,071,539.98**



East Coast Industries Corp.

RFP No. 26-043R — Rights of Way Landscape Maintenance

(Municipal References)

1. City of Palm Beach Gardens (5 Year Landscape Contract with additional 5 year option) (Currently in year 4)
    a. Annual Spending 2025 exceeding $350,000 + Landscape and Irrigation Contract\
    b. Point of Contact- Daniel Widdick - dwiddick@pbgfl.com- 561-282-8552
2. Village of Wellington (3 Year Landscape Contract with additional 2 year option)(Currently in year 1)
    a. Annual Spending 2026 approx. $100,000 Landscape Contract
    b. Point of Contact- Mike Zembrzuski- mzembrzuski@wellington.gov- 561-791-4128
3. Indian Trail Improvement District (Landscape Installation Project 2026)
    a. Project contract $78,000 +
    b. Point of Contact- Jeffrey Sisolak- jsisolak@indiantrail.com- 561-793-0874



East Coast Industries Corp.

RFP No. 26-043R — Rights of Way Landscape Maintenance

(Non-Municipal References)

1. Jupiter Town Hall Phase 2 - Phase 2 of Jupiter Town Hall, work consisted of removals, landscape, irrigation, relocates. (Completed May 2025)
    a. Job Value: just under $200,000.00
    b. Contracting Company: Persons Services
    c. Project Super : Kenneth Temple
    d. Contact Email: ktemple@personservices.com;954-290-8884

2. Avery Lake Worth Beach - 200 Unit Apartment Complex Located in Lake Worth Beach Florida. ECI performed ground up Landscape/Irrigation/Site for Straticon Construction. (Completed March 2025)
    a. Job Value: $400,000.00 +
    b. Contracting Company: Straction Construction
    c. Project Manager : Tyler Groothouse
    d. Contact Email: tyler.groothouse@straticon.com
    e. Contact Phone: 561-301-2268

3. Loblolly Clubhouse - Remodel of existing clubhouse in Loblolly Clubhouse located in Hobe Sound FL. ECI performed ground up Landscape and Erosion Control Implementations.
    a. Job Value: $400,000.00 +
    b. Contracting Company: Anderson Moore Construction
    c. Project Manager : Mike Ridgway
    d. Contact Email: mridgway@amcbuild.com
    e. Contact Phone: 561-204-4333

ECI
EAST COAST INDUSTRIES

East Coast Industries Corp.

RFP No. 26-043R — Rights of Way Landscape Maintenance

City of Boynton Beach

Submission Package

Package Contents

- Our Approach to Serving the City of Boynton Beach
- Company Organizational Chart
- Key Personnel and Qualifications
- Exhibit A — Supporting Licenses & Certifications
- Resume — Richard Bowden (VP / Project Manager)

Our Approach to Serving the City of Boynton Beach

East Coast Industries Corp. (ECI) is proposing more than a maintenance crew — we are proposing a dedicated partnership. Every corridor, median, and right-of-way under this contract will be treated as a reflection of the City itself, and we have built our staffing, capacity, and safety program specifically to deliver on that standard from day one.

Four Decades of South Florida Roots

East Coast Industries Corp. was formerly known as Country West Landscaping, a company that has been servicing South Florida since 1981. The firm was acquired in 2022 by Raymond and Richard Bowden, both longtime residents of Palm Beach County, and rebranded in 2024 to align with its growing family of sister companies, East Coast Mulch and East Coast Nursery. The City isn't hiring a startup — it's partnering with a company built on over four decades of hands-on South Florida landscaping experience, now backed by additional in-house capacity that most competitors simply don't have.

East Coast Mulch has been in business since 1998, providing blow-in mulch services to HOAs and municipalities throughout Palm Beach, Broward, and Miami-Dade counties. ECI will strategically deploy East Coast Mulch's blow-in trucks for medians and beautification areas under this contract, delivering even coverage and fast, efficient installation with minimal roadway disruption. Every East Coast Mulch truck is outfitted with arrow boards to meet roadway MOT requirements, keeping our crews and the traveling public safe.

East Coast Nursery, established in 2022, supplies FL Fancy and Grade 1 plant material for all ECI projects — ensuring the trees, palms, and shrubs installed under this contract meet the highest available grading standards from day one, without the delays or substitutions that come from relying on third-party suppliers.

Dedicated Crews & Personal Account Management

Upon award, ECI will designate two full-time crews exclusively to the City of Boynton Beach Rights-of-Way Landscape Maintenance contract — not a rotating pool shared across unrelated jobs. These crews will be familiar with the corridors, the standards, and the City's expectations, so quality stays consistent week after week.

Backing them is a dedicated Account Manager assigned personally to this contract as the City's single point of contact. This is not a call-center hand-off — it is one accountable person who answers the phone, walks the sites, coordinates work orders, and resolves issues the same day they come up. The City will always know exactly who to call, and that person will always know exactly where things stand.

Proven Capacity to Deliver

ECI currently manages landscape and irrigation construction contracts ranging from $50,000 to over $1,000,000. That range matters: it means we have the crews, the equipment fleet, and the project-management systems already in place to take on a citywide beautification contract without stretching thin, without subcontracting out the work, and without the growing pains smaller firms face when scaling up. The City gets the responsiveness of a local company with the horsepower of a much larger one.

Safety-First Operations in the Public Right-of-Way

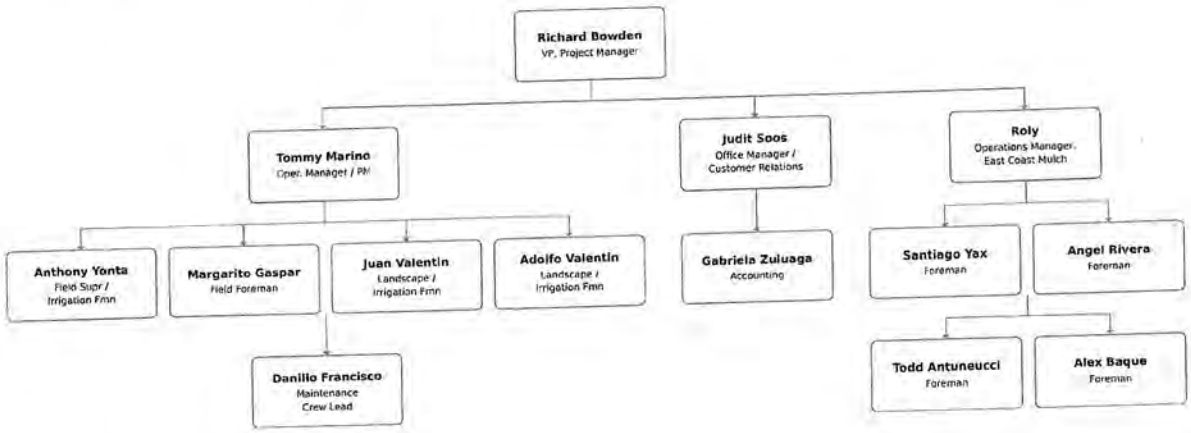
ECI holds FDOT-approved MOT/TTC Advanced Certification, and we take genuine pride in what that certification represents on the ground: every roadway crew, truck, and piece of equipment is outfitted with proper strobes, signage, and traffic control devices on every single job site. Working safely in the right-of-way isn't a box we check for compliance — it's a standard we hold ourselves to because residents, drivers, and our own crews depend on it.

Responsive. Accountable. Proven. Safe. East Coast Industries is ready to put a dedicated team on this contract starting day one.

East Coast Mulch Corp. (ECI)

Company Organizational Chart

Prepared for RFP No. 26-043R — Rights of Way Landscape Maintenance, City of Boynton Beach



Key personnel and qualifications

The table below tracks personnel names and roles. See the attached licenses, certifications, and resumes for the Project Manager and firm principals as required by Section 2.4 and 2.4.1 of the RFP.

Name	Role
Richard Bowden	VP / Project Manager / Arborist/ State Building and Irrigation License / MOT License
Thomas Marino	Operations Manager / PM / Applicators License
Anthony Yonta	Field Supervisor / Irrigation Foreman
Juan Aguirre	Landscape / Irrigation Foreman
Adolfo Aquirre	Landscape / Irrigation Foreman
Margarito Gaspar	Field Foreman
Danillo Francisco	Maintenance Crew Lead
Judit Soos	Office Manager / Customer Relations
Gabriela Zuluaga	Accounting
Roly Martin	Operations Manager, East Coast Mulch
Santiago Yax	Foreman, East Coast Mulch
Angel Rivera	Foreman, East Coast Mulch
Todd Antonucci	Foreman, East Coast Mulch

Alex Baque	Foreman, East Coast Mulch

Firm Certification: East Coast Industries Corp. is certified as a Palm Beach County Small Business Enterprise (SBE), Vendor #VS0000027085, valid May 5, 2026 – May 4, 2029, covering Landscape Maintenance Services, Landscaping (Design, Fertilizing, Planting), Tree Removal Services, and Clearing/Grubbing Services.

Attachments to include with this section

- Resume — Richard Bowden (VP / Project Manager)
- Resume — Thomas Marino (Operations Manager / PM)
- Certified Arborist credential — Richard Bowden, ISA Cert. #FL-10290A, exp. 6/30/2028 (attached)
- Irrigation license — Richard Bowden, FL DBPR Irrigation Specialty Contractor License #SCC131153190, exp. 8/31/2028 (attached)
- Certified Building Contractor license — Richard Bowden, FL DBPR License #CBC1269504, exp. 8/31/2028 (attached)
- Palm Beach County SBE Certification — East Coast Industries Corp., Vendor #VS0000027085, exp. 5/4/2029 (attached)
- MOT/TTC Advanced Certification — Richard Bowden, FDOT-approved Temporary Traffic Control Advanced Course, Cert. #655057, exp. 2/25/2030 (attached)
- Pesticide Applicator License / Fertilizer Applicator Certification holder(s), if applicable

Richard Bowden
V.P

Experience/Qualifications

- 2019 - Present - East Coast Nursery Vice President Lead in Operations
- 2019-2021 - Manager of Nursery Operations and Landscape Installation Projects ranging from $1,500.00 - $45,000.00
- 2019 - 2021- FAU Bachelor of Business Administration with a Major in Management. Associates Degree from Keiser University and Palm Beach State College.
- May 2022 - Successfully Passed Advanced MOT Temporary Traffic Control Certification
- July 2022 - Present - Vice President East Coast Industries f.k.a Country West Landscape and Design. acquisition of Country West Landscaping as Vice President (Asset Purchase made to not inherit any prior liabilities)
- May 2024 - Successfully passed and acquired Florida State Irrigation License SCC131153190
- May 2025- Successfully passed and acquired Certified Arborist License FL10290A
- October 2025- Successfully passed and acquired Certified Building Contractor License
- July 2022- Present Successfully Bid, Negotiate, and Execute Landscape and Irrigation Contracts in excess of $1,000,000+

Thomas Marino
Operations Manager/PM

Experience/Qualifications

- 40+ years of experience across commercial and high-end residential landscape maintenance, landscape construction, irrigation, and outdoor lighting
- Certified Pesticide Applicator
- Certified Fertilizer Applicator
- BMP Certified
- Extensive experience managing projects from initial scope and mobilization through completion
- Experience managing individual contracts valued in excess of $1 million
- Manages and oversees 6+ field crews and field supervision for East Coast Industries
- Responsible for project scheduling, manpower coordination, quality control, client communication, and field operations

ECI
EAST COAST INDUSTRIES

Exhibit A

Supporting Licenses & Certifications

Certified Building Contractor • Irrigation Specialty Contractor • ISA Certified Arborist
Palm Beach County SBE Certification • MOT/TTC Advanced Certification

ECI
EAST COAST INDUSTRIES

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CBC1269504 ISSUED: 06/04/2026
CERTIFIED BUILDING CONTRACTOR
BOWDEN, RICHARD M
EAST COAST INDUSTRIES, CORP

Signature
LICENSED UNDER CHAPTER 489, FLORIDA STATUTES
EXPIRATION DATE: AUGUST 31, 2028

Ron DeSantis, Governor Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER: CBC1269504 **EXPIRATION DATE: AUGUST 31, 2028**

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BOWDEN, RICHARD M
EAST COAST INDUSTRIES, CORP
6782 BELVEDERE RD
WEST PALM BEACH FL 33413

ISSUED: 06/04/2026

Always verify licenses online at MyFloridaLicense.com
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ECI
EAST COAST INDUSTRIES

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

dbpr Florida
STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

SCC131153190 ISSUED: 06/04/2026
CERTIFIED SPECIALTY CONTRACTOR
BOWDEN, RICHARD M
EAST COAST INDUSTRIES, CORP
IRRIGATION SPECIALTY CONTRACTOR

Signature
LICENSED UNDER CHAPTER 489, FLORIDA STATUTES
EXPIRATION DATE: AUGUST 31, 2028

Ron DeSantis, Governor Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER: SCC131153190 **EXPIRATION DATE: AUGUST 31, 2028**

THE IRRIGATION SPECIALTY CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BOWDEN, RICHARD M
EAST COAST INDUSTRIES, CORP
6782 BELVEDERE ROAD
WEST PALM BEACH FL 33413

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ECI
EAST COAST INDUSTRIES

The International Society of Arboriculture

Hereby Announces That

Richard Bowden

Has Earned the Credential

ISA Certified Arborist ®

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

Caitlyn Pollihan
CEO & Executive Director

22 May 2025	30 June 2028	FL-10290A
Issue Date	Expiration Date	Certification Number

ANAB
ANSI National Accreditation Board
ACCREDITED
ISO/IEC 17024
PERSONNEL CERTIFICATION BODY
#0847
ISA Certified Arborist

ECI
EAST COAST INDUSTRIES

5/6/2026

RICHARD BOWDEN
East Coast Industries Corp
6782 Belvedere Rd.
West Palm Beach, FL 33413

Housing and Economic Development

Small Business Development Division

50 South Military Trail
Suite #202

West Palm Beach, FL 33415

(561) 616-6840

www.pbc.gov/hed/osbd

Palm Beach County Board of County Commissioners

Sara Baxter
Mayor

Marci Woodward
Vice Mayor

Maria G. Marino

Gregg K. Weiss

Joel G. Flores

Maria Sachs

Bobby Powell Jr.

County Administrator

Joseph Abruzzo

"An Equal Opportunity Employer"

Dear RICHARD BOWDEN:

The Palm Beach County Office of Small Business Development (OSBD) has completed its review of your application and documents and is pleased to announce that your firm has been certified for:

91219 Clearing and Grubbing Services
91315 Construction, Canal or Aquaduct
91368 Maintenance and Repair, Canal
9688880 Tree Removal Services With Obstacles, Includes The Cutting
9883646 Landscape Maintenance Services
98852 Landscaping (Including Design, Fertilizing, Planting, etc.

as a Small Business Enterprise (SBE) for three (3) years, expiring May 4, 2029. You will not receive Small Business Enterprise (SBE) consideration if you bid in another area. Enclosed is your certificate.

Your firm shall be subject to the provisions of the Palm Beach County Purchasing Ordinance and all State and Federal laws relating to the transaction of business.

This certification entitles you to participate in contracting opportunities when the products and services offered by your firm are being considered for bid. As an additional service to your firm, you will be included in the Palm Beach County Directory of certified SBE firms. If you wish to have your firm's listing changed, please contact our office at (561) 616-6840 for an application to modify your certification.

Your company's certification is subject to periodic review to verify your continued eligibility. Department/Division must also be reported to OSBD.

Sincerely,

D. Allen
SBD Specialist I
561.616.6849

ECI
EAST COAST INDUSTRIES

Palm Beach County
Office of Small Business Development

Certifies That

East Coast Industries Corp.

Vendor # **VS0000027085**

is a Small Business Enterprise (SBE) as prescribed by section 2-80.21 - 2.80.40 of the Palm Beach County Code for a three year period from

May 05, 2026 to May 04, 2029

The following services and/or products are covered under this certification:

Clearing and Grubbing Services; Construction, Canal or Aquaduct; Landscape Maintenance Services; Landscaping, Including Design, Fertilizing, Planting, etc., Not Grounds Maintenance or Tree Trimming Services; Maintenance and Repair, Canal; Tree Removal Services With Obstacles, Includes The Cutting of Branches and Hedges

Allen Gray, Manager
05/05/2026

PALM BEACH COUNTY • FLORIDA •

Palm Beach County Board of County Commissioners

Sara Baxter, Mayor
Marci Woodward, Vice Mayor
Maria G. Marino
Gregg K. Weiss
Joel Flores
Maria Sachs
Bobby Powell, Jr.

County Administrator
Joseph Abruzzo

ECI
EAST COAST INDUSTRIES

CERTIFICATE
OF
COMPLETION

RICHARD BOWDEN

Has
Completed a FDOT Approved Temporary Traffic Control (TTC): Advanced Course .

Training Provider:

myTTConline
83 Geneva Dr. Ste. 621394
Oviedo FL 32762
Phone: 407-901-0206

Verify this Certificate by visiting
www.motadmin.com

02/27/2026	02/25/2030	Nadir Rodrigues	655057
Issue Date	Expiration Date	Instructor	Certificate No.

FDOT

EXHIBIT B - 26-043R RIGHTS OF WAY LANDSCAPE MAINTENANCE - PRICE TABULATION - EAST COAST INDUSTRIES, CORP.

Line Item	Location	Facility ID	Map ID	Square Feet	Annual Number of Cycles	Price Per Cycle	Total Annual Cost
1	East Ocean Ave.	0102	B	4120	44	$ 28.85	$ 1,269.40
2	East Ocean Ave.	0234	A	774	44	$ 5.60	$ 246.40
3	North Federal Hwy.	0015	AX	6927	44	$ 49.00	$ 2,156.00
4	North Federal Hwy	0016	B	4608	44	$ 34.00	$ 1,496.00
5	North Federal Hwy	0017	B	5883	44	$ 42.00	$ 1,848.00
6	North Federal Hwy	0018	B	5296	44	$ 37.00	$ 1,628.00
7	South Federal Hwy	0019	B	6890	44	$ 49.00	$ 2,156.00
8	South Federal Hwy	0020	B	3413	44	$ 25.00	$ 1,100.00
9	South Federal Hwy.	0021	B	15376	44	$ 112.00	$ 4,928.00
10	Seacrest Blvd.	0125	B	3436	44	$ 25.00	$ 1,100.00
11	NW 5th Court	0134	B	3457	44	$ 25.00	$ 1,100.00
12	NW 1st. Street	0135	B	3277	44	$ 235.00	$ 10,340.00
13	NW 5th Court	0136	B	3626	44	$ 26.00	$ 1,144.00
14	NW 1st Street	0137	B	3298	44	$ 24.00	$ 1,056.00
15	NW 3rd Avenue	0138	B	3232	44	$ 23.00	$ 1,012.00
16	SE 4th Street	0139	B	3559	44	$ 25.00	$ 1,100.00
17	SE 4th Street	0140	D	2028	44	$ 15.00	$ 660.00
18	North Federal Hwy.	0199	B	278	44	$ 2.00	$ 88.00
19	E. Boynton Beach Blvd.	0217	B	2610	44	$ 19.00	$ 836.00
20	Castilla Lane	0206	C	1156	44	$ 8.50	$ 374.00
21	Riviera Drive	0208	C	0932	44	$ 7.00	$ 308.00
22	Greenbriar Dr	0022	D	22987	44	$ 161.00	$ 7,084.00
23	S Federal Hwy	0023	D	6175	44	$ 43.00	$ 1,892.00
24	S Federal Hwy	0024	D	12427	44	$ 87.00	$ 3,828.00
25	S Federal Hwy	0025	D	1989	44	$ 14.00	$ 616.00
26	S Federal Hwy	0026	D	7711	44	$ 54.00	$ 2,376.00
27	SE 4th Street	0141	D	2751	44	$ 20.00	$ 880.00
28	SE 4th Street	0142	D	2257	44	$ 15.80	$ 695.20
29	SE 4th Street	0143	D	2817	44	$ 19.75	$ 869.00
30	SE 4th Street	0144	D	0607	44	$ 4.50	$ 198.00
31	SE 4th Street	0145	D	2942	44	$ 21.00	$ 924.00
32	South Federal Hwy.	0203	D	563	44	$ 4.00	$ 176.00
33	Greenbriar Drive	0207	D	3114	44	$ 22.50	$ 990.00
34	SE 4th Street	0263	D	733	44	$ 5.50	$ 242.00
35	SE 4th Street	0264	D	387	44	$ 25.00	$ 1,100.00
36	SE 4th Street	0265	D	2741	44	$ 30.00	$ 1,320.00
37	West Woolbright Road	0103	E	9261	44	$ 65.00	$ 2,860.00
38	West Woolbright Road	0104	E	21446	44	$ 155.00	$ 6,820.00
39	West Woolbright Road	0224	E	3779	44	$ 27.00	$ 1,188.00
40	SW 8th Street	0180	F	5295	44	$ 37.00	$ 1,628.00

41	SW 8th Street	0181	F	2214	44	$ 15.75	$ 693.00
42	SW 8th Street	0182	F	8734	44	$ 62.00	$ 2,728.00
43	SW 8th Street	0183	F	5868	44	$ 41.00	$ 1,804.00
44	S. Congress Avenue	0053	G	5222	44	$ 38.00	$ 1,672.00
45	S. Congress Avenue	0054	G	14984	44	$ 105.00	$ 4,620.00
46	S. Congress Avenue	0055	G	4021	44	$ 28.00	$ 1,232.00
47	S. Congress Avenue	0056	G	10951	44	$ 77.00	$ 3,388.00
48	S. Congress Avenue	0266	G	5815	44	$ 41.00	$ 1,804.00
49	S. Congress Avenue	0267	AJ	6500	44	$ 45.50	$ 2,002.00
50	SW Congress Blvd.	0330	G	2177	44	$ 15.50	$ 682.00
51	Ocean Parkway	0113	I	1864	44	$ 13.50	$ 594.00
52	North Congress Avenue	0066	BG	18362	44	$ 128.00	$ 5,632.00
53	North Congress Avenue	0067	L	11373	44	$ 80.00	$ 3,520.00
54	North Congress Avenue	0068	L	20715	44	$ 100.00	$ 4,400.00
55	North Congress Avenue	0069	L	15668	44	$ 130.00	$ 5,720.00
56	South Federal Highway	0038	O	13865	44	$ 130.00	$ 5,720.00
57	South Federal Highway	0039	O	9344	44	$ 66.50	$ 2,926.00
58	South Federal Highway	0040	O	8711	44	$ 61.00	$ 2,684.00
59	South Federal Highway	0173	O	5794	44	$ 41.00	$ 1,804.00
60	Gulfstream Blvd.	0174	O	887	44	$ 6.50	$ 286.00
61	Gulfstream Blvd.	0175	P	10309	44	$ 72.00	$ 3,168.00
62	South Federal Highway	0205	O	1170	44	$ 8.20	$ 360.80
63	Gulfstream Blvd.	0176	P	5734	44	$ 40.60	$ 1,786.40
64	Gulfstream Blvd	0177	P	5324	44	$ 37.50	$ 1,650.00
65	Gulfstream Blvd	0178	P	1613	44	$ 11.50	$ 506.00
66	Gulfstream Blvd	0179	P	3319	44	$ 24.00	$ 1,056.00
67	South Congress Avenue	0042	R	6079	44	$ 45.00	$ 1,980.00
68	South Congress Avenue	0043	R	3288	44	$ 23.00	$ 1,012.00
69	South Congress Avenue	0044	R	15236	44	$ 58.00	$ 2,552.00
70	South Congress Avenue	0045	R	8376	44	$ 58.75	$ 2,585.00
71	South Congress Avenue	0046	R	9608	44	$ 68.00	$ 2,992.00
72	South Federal Highway	0033	AG	10769	44	$ 76.00	$ 3,344.00

73	South Federal Highway	0034	V	7739	44	$ 55.00	$ 2,420.00
74	South Federal Highway	0035	V	19456	44	$ 140.00	$ 6,160.00
75	South Federal Highway	0036	V	9619	44	$ 68.00	$ 2,992.00
76	South Federal Highway	0037	V	23743	44	$ 170.00	$ 7,480.00
77	South Federal Highway	0204	V	793	44	$ 10.00	$ 440.00
78	South Federal Highway	0274	V	482	44	$ 10.00	$ 440.00
79	Chapel Hill Blvd	0185	W	6306	44	$ 45.00	$ 1,980.00
80	Chapel Hill Blvd	0186	W	5020	44	$ 45.00	$ 1,980.00
81	Chapel Hill Blvd	0187	W	6745	44	$ 48.00	$ 2,112.00
82	Chapel Hill Blvd	0188	W	8595	44	$ 63.00	$ 2,772.00
83	Chapel Hill Blvd	0189	W	6454	44	$ 45.00	$ 1,980.00
84	Chapel Hill Blvd	0190	W	10148	44	$ 72.00	$ 3,168.00
85	South Seacrest Blvd.	0289	W	3627	44	$ 26.00	$ 1,144.00
86	South Seacrest Blvd.	0290	W	3497	44	$ 26.00	$ 1,144.00
87	SW 30th Avenue	0159	Y	2928	44	$ 26.00	$ 1,144.00
88	SW 30th Avenue	0160	X	1450	44	$ 26.00	$ 1,144.00
89	South Congress Avenue	0047	Y	11285	44	$ 80.00	$ 3,520.00
90	South Congress Avenue	0048	Y	8386	44	$ 80.00	$ 3,520.00
91	South Congress Avenue	0049	Y	11577	44	$ 85.00	$ 3,740.00
92	South Congress Avenue	0050	Y	9954	44	$ 70.00	$ 3,080.00
93	Charter Drive N.	0154	Y	2156	44	$ 15.00	$ 660.00
94	Charter Drive N.	0155	Y	2530	44	$ 18.00	$ 792.00
95	SW 30th Avenue	0156	Y	424	44	$ 5.00	$ 220.00
96	SW 30th Avenue	0157	Y	444	44	$ 5.00	$ 220.00
97	SW 30th Avenue	0158	Y	1774	44	$ 13.00	$ 572.00
98	SW 27th Avenue	0161	Y	2750	44	$ 20.00	$ 880.00
99	SW 27th Avenue	0162	Y	2033	44	$ 15.00	$ 660.00
100	SW 27th Avenue	0163	Y	254	44	$ 5.00	$ 220.00
101	SW 25th Avenue	0164	Y	950	44	$ 5.00	$ 220.00
102	SW 25th Avenue	0165	Y	1800	44	$ 13.00	$ 572.00
103	SW 25th Avenue	0166	Y	2126	44	$ 15.00	$ 660.00
104	Palmland Drive	0270	Z	14560	44	$ 102.00	$ 4,488.00
105	Palmland Drive	0293	Y	20576	44	$ 100.00	$ 4,400.00
106	South Congress Avenue	0041	AC	15987	44	$ 112.00	$ 4,928.00
107	South Federal Highway	0027	AG	10166	44	$ 72.00	$ 3,168.00
108	South Federal Highway	0028	AG	2562	44	$ 18.00	$ 792.00
109	South Federal Highway	0029	AG	4245	44	$ 30.00	$ 1,320.00

110	South Federal Highway	0030	AG	8239	44	$ 58.00	$ 2,552.00
111	Tuscany Way	0031	AG	11960	44	$ 85.00	$ 3,740.00
112	Coastal Bay Blvd.	0032	AG	3425	44	$ 24.00	$ 1,056.00
113	South Federal Highway	0272	AG	341	44	$ 5.00	$ 220.00
114	South Federal Highway	0273	AG	490	44	$ 5.00	$ 220.00
115	SW 23rd Avenue	0191	AH	2005	44	$ 15.00	$ 660.00
116	SW 23rd Terrace	0248	AH	46996	44	$ 330.00	$ 14,520.00
117	SW 23rd Terrace	0249	AH	28042	44	$ 196.00	$ 8,624.00
118	SW 23rd Avenue	0271	AH	48022	44	$ 250.00	$ 11,000.00
119	SW 3rd Street	0327	AH	900	44	$ 6.50	$ 286.00
120	W. Woolbright Road	0105	AI	15404	44	$ 107.00	$ 4,708.00
121	W. Woolbright Road	0106	AI	13398	44	$ 98.00	$ 4,312.00
122	W. Woolbright Road	0107	AI	14385	44	$ 105.00	$ 4,620.00
123	SW 23rd Avenue	0328	AI	6422	44	$ 46.00	$ 2,024.00
124	SW 23rd Avenue	0329	AI	10385	44	$ 73.00	$ 3,212.00
125	South Congress Avenue	0051	AJ	12735	44	$ 89.00	$ 3,916.00
126	South Congress Avenue	0052	AJ	7007	44	$ 49.00	$ 2,156.00
127	W. Woolbright Road	0108	AJ	4199	44	$ 29.00	$ 1,276.00
128	W. Woolbright Road	0109	AJ	5633	44	$ 39.00	$ 1,716.00
129	W. Woolbright Road	0110	AJ	2534	44	$ 18.20	$ 800.80
130	W. Woolbright Road	0111	AJ	9757	44	$ 69.00	$ 3,036.00
131	W. Woolbright Road	0112	AK	13868	44	$ 98.00	$ 4,312.00
132	W. Woolbright Road	0225	AJ	3612	44	$ 25.55	$ 1,124.20
133	South Congress Avenue	0268	AJ	3387	44	$ 24.00	$ 1,056.00
134	SW 26th Street	0280	AJ	1452	44	$ 11.00	$ 484.00
135	SW 26th Street	0281	AJ	1444	44	$ 11.00	$ 484.00
136	N. Federal Highway	0004	AL	4609	44	$ 33.00	$ 1,452.00
137	N. Federal Highway	0005	AL	7459	44	$ 52.00	$ 2,288.00
138	FEC Railway	0193	BC	72858	44	$ 300.00	$ 13,200.00
139	FEC Railway	0195	AM	113980	44	$ 400.00	$ 17,600.00
140	N. Federal Highway	0006	AM	3281	44	$ 23.00	$ 1,012.00
141	N. Federal Highway	0007	AM	2284	44	$ 16.00	$ 704.00
142	N. Federal Highway	0008	AM	7350	44	$ 52.00	$ 2,288.00

143	N. Federal Highway	0009	AM	6304	44	$ 44.00	$ 1,936.00
144	E. Gateway Blvd.	0093	AM	41143	44	$ 294.00	$ 12,936.00
145	Seacrest Court	0192	AX	4425	44	$ 31.00	$ 1,364.00
146	E. Gateway Blvd.	0275	AM	475	44	$ 5.00	$ 220.00
147	E. Gateway Blvd.	0276	AM	1104	44	$ 11.00	$ 484.00
148	W. Gateway Blvd.	0090	BE	4144	44	$ 30.00	$ 1,320.00
149	W. Gateway Blvd.	0091	AN	12900	44	$ 90.00	$ 3,960.00
150	W. Gateway Blvd.	0092	AN	7486	44	$ 52.00	$ 2,288.00
151	NW 17th Avenue	0126	AN	1293	44	$ 9.00	$ 396.00
152	NW 17th Avenue	0127	AN	7806	44	$ 55.00	$ 2,420.00
153	NW 17th Avenue	0128	AN	8628	44	$ 60.00	$ 2,640.00
154	NW 17th Avenue	0129	AN	4761	44	$ 32.00	$ 1,408.00
155	NW 17th Avenue	0130	AN	4173	44	$ 29.00	$ 1,276.00
156	W. Gateway Blvd.	0214	AN	659	44	$ 10.00	$ 440.00
157	W. Gateway Blvd.	0215	BE	3203	44	$ 22.00	$ 968.00
158	High Ridge Road	0306	AN	1160	44	$ 8.00	$ 352.00
159	High Ridge Road	0307	AN	997	44	$ 8.00	$ 352.00
160	High Ridge Road	0308	AN	2227	44	$ 16.00	$ 704.00
161	High Ridge Road	0309	AN	3034	44	$ 21.00	$ 924.00
162	High Ridge Road	0310	AN	7458	44	$ 52.50	$ 2,310.00
163	High Ridge Road	0311	AN	5653	44	$ 40.00	$ 1,760.00
164	High Ridge Road	0312	AN	2323	44	$ 16.00	$ 704.00
165	High Ridge Road	0313	AN	2145	44	$ 16.00	$ 704.00
166	Park Ridge Blvd.	0314	AN	4042	44	$ 28.00	$ 1,232.00
167	High Ridge Road	0325	AN	2253	44	$ 16.00	$ 704.00
168	W. Gateway Blvd.	0083	AO	3632	44	$ 25.00	$ 1,100.00
169	W. Gateway Blvd.	0084	AO	5311	44	$ 37.00	$ 1,628.00
170	Quantum Lakes Drive	0085	AO	11856	44	$ 84.00	$ 3,696.00
171	W. Gateway Blvd.	0086	AO	7077	44	$ 49.00	$ 2,156.00
172	W. Gateway Blvd.	0087	AO	7419	44	$ 49.00	$ 2,156.00
173	W. Gateway Blvd.	0088	AO	1682	44	$ 12.00	$ 528.00
174	W. Gateway Blvd.	0089	AO	5494	44	$ 38.50	$ 1,694.00
175	Quantum Blvd.	0296	AO	8090	44	$ 56.00	$ 2,464.00
176	Quantum Blvd.	0302	BF	3329	44	$ 23.00	$ 1,012.00
177	Quantum Blvd.	0303	AO	5531	44	$ 38.50	$ 1,694.00
178	Quantum Blvd.	0304	AO	2774	44	$ 20.00	$ 880.00
179	Quantum Blvd.	0305	AO	6787	44	$ 48.00	$ 2,112.00
180	Quantum Lakes Drive	0319	AO	6496	44	$ 48.00	$ 2,112.00
181	Quantum Lakes Drive	0320	AO	1921	44	$ 13.50	$ 594.00
182	Quantum Lakes Drive	0321	AO	2169	44	$ 15.50	$ 682.00
183	Quantum Blvd.	0326	AO	19416	44	$ 140.00	$ 6,160.00
184	Park Ridge Blvd.	0331	AO	1400	44	$ 10.00	$ 440.00
185	Park Ridge Blvd.	0332	AO	1200	44	$ 10.00	$ 440.00
186	North Congress Avenue	0059	BA	5528	44	$ 38.50	$ 1,694.00
187	North Congress Avenue	0060	AP	8933	44	$ 62.50	$ 2,750.00

188	North Congress Avenue	0061	AP	4876	44	$ 34.00	$ 1,496.00
189	North Congress Avenue	0062	AP	6863	44	$ 47.50	$ 2,090.00
190	North Congress Avenue	0063	AP	9315	44	$ 65.00	$ 2,860.00
191	W. Gateway Blvd.	0079	AP	7842	44	$ 55.00	$ 2,420.00
192	W. Gateway Blvd.	0080	AP	5078	44	$ 35.00	$ 1,540.00
193	W. Gateway Blvd.	0081	AP	3373	44	$ 23.00	$ 1,012.00
194	W. Gateway Blvd	0082	AP	4729	44	$ 33.00	$ 1,452.00
195	W Gateway Blvd	0216	AP	3619	44	$ 25.00	$ 1,100.00
196	N. Congress Ave	0254	AP	487	44	$ 3.50	$ 154.00
197	Quantum Blvd.	0294	AP	2846	44	$ 20.00	$ 880.00
198	Quantum Blvd.	0295	AP	9436	44	$ 66.50	$ 2,926.00
199	Gateway Blvd.	0322	AR	10902	44	$ 76.00	$ 3,344.00
200	Gateway Blvd.	0323	AR	10009	44	$ 70.00	$ 3,080.00
201	Gateway Blvd.	0324	AR	13053	44	$ 91.00	$ 4,004.00
202	SW 6th Street	0194	AS	2718	44	$ 19.00	$ 836.00
203	W. Boynton Beach Blvd.	0097	AT	10609	44	$ 75.00	$ 3,300.00
204	W. Bounton Beach Blvd.	0098	AT	15607	44	$ 109.00	$ 4,796.00
205	SW 2nd Ave	0184	AT	2528	44	$ 18.00	$ 792.00
206	W. Boynton Beach Blvd	0219	AT	3555	44	$ 25.00	$ 1,100.00
207	W. Boynton Beach Blvd	0220	AU	5244	44	$ 36.00	$ 1,584.00
208	Isle Court	0226	AT	388	44	$ 2.70	$ 118.80
209	Venice Drive	0227	AT	342	44	$ 2.70	$ 118.80
210	Old Boynton Road	0333	AT	1230	44	$ 9.00	$ 396.00
211	W. Boynton Beach Blvd.	0099	AU	5213	44	$ 36.00	$ 1,584.00
212	NW 31st Terrace	0100	AU	6942	44	$ 48.00	$ 2,112.00
213	W. Boynton Beach Blvd.	0101	AU	19084	44	$ 133.00	$ 5,852.00
214	W. Boynton Beach Blvd.	0221	AU	757	44	$ 5.00	$ 220.00
215	Winchester Park Blvd.	0229	AU	4348	44	$ 30.00	$ 1,320.00
216	Winchester Park Blvd.	0230	AU	4189	44	$ 30.00	$ 1,320.00
217	Winchester Park Blvd.	0231	AU	4886	44	$ 35.00	$ 1,540.00
218	N. Congress Ave	0256	AU	5019	44	$ 35.00	$ 1,540.00
219	N. Congress Ave	0257	AU	3709	44	$ 26.00	$ 1,144.00
220	N. Congress Ave	0258	AU	225	44	$ 2.00	$ 88.00
221	N. Congress Ave	0259	AU	4991	44	$ 35.00	$ 1,540.00
222	N. Congress Ave	0260	AU	4678	44	$ 33.00	$ 1,452.00
223	N. Congress Ave	0261	AU	950	44	$ 6.65	$ 292.60
224	N. Congress Ave	0262	AU	5674	44	$ 40.00	$ 1,760.00
225	Old Boynton Road	0335	AU	500	44	$ 3.50	$ 154.00
226	W. Boynton Beach Blvd	0222	AV	608	44	$ 5.00	$ 220.00

227	Boynton Beach Blvd.	0223	AV	11399	44	$ 84.00	$ 3,696.00
228	N. Federal Highway	0010	AX	4684	44	$ 32.00	$ 1,408.00
229	N. Federal Highway	0011	AX	3545	44	$ 25.00	$ 1,100.00
230	N. Federal Highway	0012	AX	4211	44	$ 30.00	$ 1,320.00
231	N. Federal Highway	0013	AX	5919	44	$ 42.00	$ 1,848.00
232	N. Federal Highway	0014	AX	1724	44	$ 12.00	$ 528.00
233	North Seacrest Blvd.	0120	AX	576	44	$ 4.00	$ 176.00
234	North Seacrest Blvd.	0121	AX	770	44	$ 6.00	$ 264.00
235	North Seacrest Blvd.	0122	AX	640	44	$ 6.00	$ 264.00
236	North Seacrest Blvd.	0123	AX	1839	44	$ 13.00	$ 572.00
237	North Seacrest Blvd.	0124	AX	3338	44	$ 23.00	$ 1,012.00
238	NW 9th Court	0131	AX	3293	44	$ 23.00	$ 1,012.00
239	NW 7th Court	0132	AX	3179	44	$ 23.00	$ 1,012.00
240	NW 7th Avenue	0133	AX	3241	44	$ 23.00	$ 1,012.00
241	N. Federal Highway	0196	AX	1905	44	$ 13.00	$ 572.00
242	FEC Railway	0197	AX	35048	44	$ 140.00	$ 6,160.00
243	N. Federal Hwy	0198	AX	470	44	$ 3.50	$ 154.00
244	Ocean Inlet Drive	0292	AX	3059	44	$ 21.00	$ 924.00
245	E. Martin Luther King Jr Blvd.	0337	AX	1640	44	$ 12.00	$ 528.00
246	Park Ridge Blvd.	0315	AZ	8710	44	$ 61.00	$ 2,684.00
247	Park Ridge Blvd.	0316	AZ	5221	44	$ 36.00	$ 1,584.00
248	Park Ridge Blvd	0317	AZ	3690	44	$ 25.00	$ 1,100.00
249	Park Ridge Blvd	0318	AZ	2471	44	$ 17.00	$ 748.00
250	N. Congress Ave	0057	BA	8004	44	$ 56.00	$ 2,464.00
251	N. Congress Ave	0058	BA	14919	44	$ 105.00	$ 4,620.00
252	N. Congress Ave	0255	BA	5320	44	$ 35.00	$ 1,540.00
253	N. Federal Highway	0001	BC	4662	44	$ 30.00	$ 1,320.00
254	N. Federal Highway	0002	BC	2673	44	$ 15.00	$ 660.00
255	N. Federal Highway	0003	BC	4238	44	$ 30.00	$ 1,320.00
256	Ocean Parkway	0114	BD	1886	44	$ 13.00	$ 572.00
257	Ocean Parkway	0115	BD	3608	44	$ 25.00	$ 1,100.00
258	Ocean Pkwy	0116	BD	2186	44	$ 15.00	$ 660.00
259	Ocean Parkway	0117	BD	2638	44	$ 18.00	$ 792.00
260	Ocean Parkway	0118	BD	6355	44	$ 44.00	$ 1,936.00
261	Ocean Parkway	0119	BD	4430	44	$ 31.00	$ 1,364.00
262	NE 26th Ave	0242	BD	4800	44	$ 31.00	$ 1,364.00
263	High Ridge Road	0283	BE	1841	44	$ 12.60	$ 554.40

264	High Ridge Road	0284	BE	3430	44	$ 23.00	$ 1,012.00
265	High Ridge Road	0285	BE	1748	44	$ 12.00	$ 528.00
266	Quantum Blvd.	0298	BF	4993	44	$ 35.00	$ 1,540.00
267	Quantum Blvd.	0299	BF	2572	44	$ 17.00	$ 748.00
268	Quantum Blvd.	0300	BF	2683	44	$ 18.00	$ 792.00
269	Quantum Blvd.	0301	BF	2185	44	$ 15.00	$ 660.00
270	N. Congress Avenue	0064	BG	9685	44	$ 67.00	$ 2,948.00
271	N. Congress Avenue	0065	BG	15782	44	$ 105.00	$ 4,620.00
272	Sandalwood Drive	0167	BG	1312	44	$ 9.00	$ 396.00
273	Sandalwood Drive	0168	BG	1502	44	$ 10.00	$ 440.00
274	Sandalwood Drive	0169	BG	8647	44	$ 51.00	$ 2,244.00
275	Sandalwood Drive	0170	BG	14953	44	$ 80.00	$ 3,520.00
276	Sandalwood Drive	0171	BG	5970	44	$ 41.00	$ 1,804.00
277	Sandalwood Dr	0172	BG	1538	44	$ 10.00	$ 440.00
278	N. Congress Avenue	0253	BG	531	44	$ 4.00	$ 176.00
279	Hypoluxo Road	0146	BJ	635	44	$ 4.00	$ 176.00
280	Hypoluxo Road	0211	BK	3353	44	$ 20.00	$ 880.00
281	Hypoluxo Road	0075	BK	23214	44	$ 115.00	$ 5,060.00
282	Hypoluxo Road	0076	BK	7832	44	$ 55.00	$ 2,420.00
283	Hypoluxo Road	0077	BK	1715	44	$ 12.00	$ 528.00
284	Hypoluxo Road	0078	BK	3000	44	$ 21.00	$ 924.00
285	Hypoluxo Road	0212	BK	3843	44	$ 21.00	$ 924.00
286	Hypoluxo Road	0071	BM	23533	44	$ 138.00	$ 6,072.00
287	Meadows Way	0072	BL	15732	44	$ 96.00	$ 4,224.00
288	Hypoluxo Road	0073	BL	5468	44	$ 32.00	$ 1,408.00
289	Hypoluxo Road	0074	BL	3006	44	$ 18.00	$ 792.00
290	Hypoluxo Road	0213	BL	2722	44	$ 16.00	$ 704.00
291	N. Congress Avenue	0251	BL	4845	44	$ 28.00	$ 1,232.00
292	N. Congress Avenue	0252	BL	996	44	$ 6.00	$ 264.00
293	Hypoluxo Road	0070	BM	8673	44	$ 51.00	$ 2,244.00
						Subtotal:	**$ 589,322.80**
LANDSCAPE MAINTENANCE FOR OVERPASSES, ON/OFF RAMPS, AND INTERCHANGE AREAS							
1	W. Woolbright Road	0501	E	5200	44	$ 170.45	$ 7,499.98
2	SW 23rd Avenue	0502	AH	4400	44	$ 170.45	$ 7,499.98
3	Gateway Blvd.	0503	BE	2960	44	$ 113.63	$ 4,999.72
						Subtotal:	**$ 19,999.67**
ANNUAL TOTAL (NOT INCLUDING ANCILLARY SERVICES)							**$ 609,322.47**

26-043R RIGHTS OF WAY LANDSCAPE MAINTENANCE				
Bid Due Date: August 13, 2026 @ 3:00 PM	East Coast Industries Corp.	Batallin Enterprises / Property Works	Blue Marlin / Cayco Landscaping	Arazoza Brothers Corp.
Proposal Pricing Schedule	X	X	X	X
Licenses, Business Permits (Must have licensed certified Arboriston staff)	X	X	X	Does not have Arbror's License as requested
Bidder's Qualification Statement	X	X	X	X
W-9	X	X	X	X
COI	X	X	X	X
Scrutinized Companies Form FS 287.135	X	X	X	X
E-Verify Form Pursuant / F.S. 448.095	X	X	X	X
Affidavit of Compliance / Foreign Entity Laws	X	X	X	X
Affidavit of Compliance /Anti-Human Trafficking	X	X	X	X
Affidavit of Anti-Kickback	X	X	X	X
Affidavit of Non Collusion	X	X	X	X
Vendor Drug Free Workplace	X	X	X	X
Confirmation of Minority Owned Business / WBE / SBE	N/A	dbe	N/A	N/A
Firm's Primary Ownership	X	X	X	X
References	X	X	X	X
Subcontractors	X	X	N/A	X
Certification	X	X	X	X
Palm Beach County Inspector General Acknowledgement	X	X	X	X
Conflict of Interest	X	X	X	X
Addenda Acknowledgement (1 - 2)	X	X	X	X

FLORIDA DEPARTMENT of STATE DIVISION OF CORPORATIONS

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Profit Corporation
EAST COAST INDUSTRIES, CORP

Filing Information

Document Number	P22000057379
FEI/EIN Number	88-3446584
Date Filed	07/18/2022
State	FL
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	08/30/2024
Event Effective Date	NONE

Principal Address

6782 BELVEDERE ROAD
WEST PALM BEACH, FL 33413

Mailing Address

PO Box 1352
Jupiter, FL 33468

Changed: 02/26/2025

Registered Agent Name & Address

LIPSCHER, GENE D
1025 WEST INDIANTOWN ROAD
SUITE 106
JUPITER, FL 33458

Officer/Director Detail

Name & Address

Title P

BOWDEN, RAYMOND R
6782 BELVEDERE ROAD
WEST PALM BEACH, FL 33413

Title VP

BOWDEN, RICHARD M
6782 BELVEDERE ROAD
WEST PALM BEACH, FL 33413

Annual Reports

Report Year	Filed Date
2024	02/20/2024
2025	02/26/2025
2026	01/28/2026

01/28/2026 -- ANNUAL REPORT	View image in PDF format
02/26/2025 -- ANNUAL REPORT	View image in PDF format
08/30/2024 -- Name Change	View image in PDF format
02/20/2024 -- ANNUAL REPORT	View image in PDF format
02/13/2023 -- ANNUAL REPORT	View image in PDF format
07/18/2022 -- Domestic Profit	View image in PDF format

ECI

EAST COAST INDUSTRIES

Rights of Way Landscape Maintenance

RFP 26-043R · Oral Presentation to the Evaluation Committee

City of Boynton Beach · City Hall, Room 115
Friday, October 9, 2026 · 1:45 PM

WHO WE ARE

Local, same-family owned since 1998

East Coast Industries

Landscape maintenance, installation, irrigation and construction.

East Coast Mulch

Locally owned since 1998. Blow-in mulch for HOAs and municipalities across Palm Beach, Broward and Miami-Dade. Trucks carry arrow boards for roadway MOT.

East Coast Nursery

Supplies Florida Fancy and Grade 1 plant material for every ECI project — no third-party delays or substitutions.

A local, family-owned business since 1998. Owned and run by Palm Beach County residents — the people who answer for this contract live here.

OUR COMMITMENT TO BOYNTON BEACH

A dedicated team on this contract from day one

2
full-time crews dedicated exclusively to Boynton Beach

1
Account Manager as the City's single point of contact

44
complete service cycles every fiscal year, no skips

1998
year our company began serving South Florida

Safety in the right-of-way
FDOT MOT/TTC Advanced certified, with brand-new trucks built for median work and MOT built in.

Same-day response
One accountable person answers the phone, walks the sites and closes issues the day they come up.

No subcontracting
Our own crews, fleet and project systems — currently running contracts from $50K to $1M+.

SAFETY

Safety comes first on every job

Our crews work beside live traffic every day. Staff safety protocols protect them, City staff and every driver and pedestrian on the corridor.

Maintenance of traffic

FDOT-approved MOT/TTC Advanced certified. Every setup follows the approved MOT plan; lanes never blocked over 30 minutes.

Brand-new trucks built for this contract

Purpose-built for median work: MOT built in, a protective safety edge for staff, strobes, arrow boards and MUTCD signage.

Protected crews

OSHA-required PPE and safety attire on every worker. Equipment kept in safe working order with all guards in place.

Staff safety protocols

Pre-job safety check at each site; incidents reported to the supervisor and the City right away.

KEY PERSONNEL

The people accountable for this contract

Richard Bowden

Vice President / Project Manager

ISA Certified Arborist FL-10290A
FL Irrigation Contractor SCC131153190
Certified Building Contractor CBC1269504
FDOT MOT/TTC Advanced #655057

Thomas Marino

Operations Manager / PM

40+ years landscape & irrigation
BrightView project experience
Certified Pesticide & Fertilizer Applicator
GI-BMP certified · oversees 6+ ECI crews

Michael Broadwell

Lead Irrigation Specialist

Certified irrigation specialist
Decades of county irrigation work
Leads wet testing, reports & repairs

Anthony Yonta

Field Supervisor / Irrigation Foreman

Leads daily field operations
Irrigation wet testing & repair
Crew quality checks

Judit Soos

Business Administrator

Work orders & City reports
Scheduling and invoicing support
Office contact for the City

Our answers to the Committee's questions

Seven questions · 20 minutes

QUESTION 1 · EXPECTED PERFORMANCE

One plan covering both Section III and Section IV

Section III — Landscape

- Mow St. Augustine at 4" and Bahia at 3"; never more than 1/3 of the blade
- Edge and line-trim every fixed object with each mowing; no clippings into roads, inlets or waterways
- Hedges ≤ 30" above curb, 6" back of curb; trees and palms 8' over curb, 17' over roadway
- Weed-free beds, curbs and joints at all times; fertilize at least twice a year under GI-BMP
- MOT per FDOT/County plan on every job; lane blockage never over 30 minutes

Section IV — Irrigation

- Wet-test every system every cycle for full coverage
- Written damage report with photos and video; damaged parts flagged
- Contractor-caused damage repaired with identical parts within 48 hours
- Clocks adjusted, heads straightened and nozzles cleaned as needed
- Age-related failures documented for City approval before repair

QUESTION 2 · SCALE & CAPACITY

Already at work on Federal Highway medians

Client / project	Scope	Status
Federal Highway islands	Building landscape, installing and maintaining irrigation on the medians	6 months, active
City of Palm Beach Gardens	Landscape & irrigation, 5 years + 5-year option; $350K+ annual (2025)	Year 4
Village of Wellington	Landscape, 3 years + 2-year option; ~$100K annual (2026)	Year 1
Indian Trail Improvement District	Landscape installation, $78K+	2026
East Coast Mulch	Blow-in mulch for municipalities and HOAs in 3 counties	Since 1998

Boynton Beach at a glance

~290

right-of-way locations

~2M sq ft

maintained per cycle

44

cycles per fiscal year

QUESTION 3 · STAFFING ALLOCATION

Two full crews, never unsupervised

8

field employees

Two dedicated crews of four. Every crew leader is fluent in English.

3–4

floating supervisors

On the corridors at all times in secondary vehicles. No crew ever works unsupervised.

1

lead irrigation specialist

Michael Broadwell runs the wet tests every cycle, plus reports and repairs.

ISA

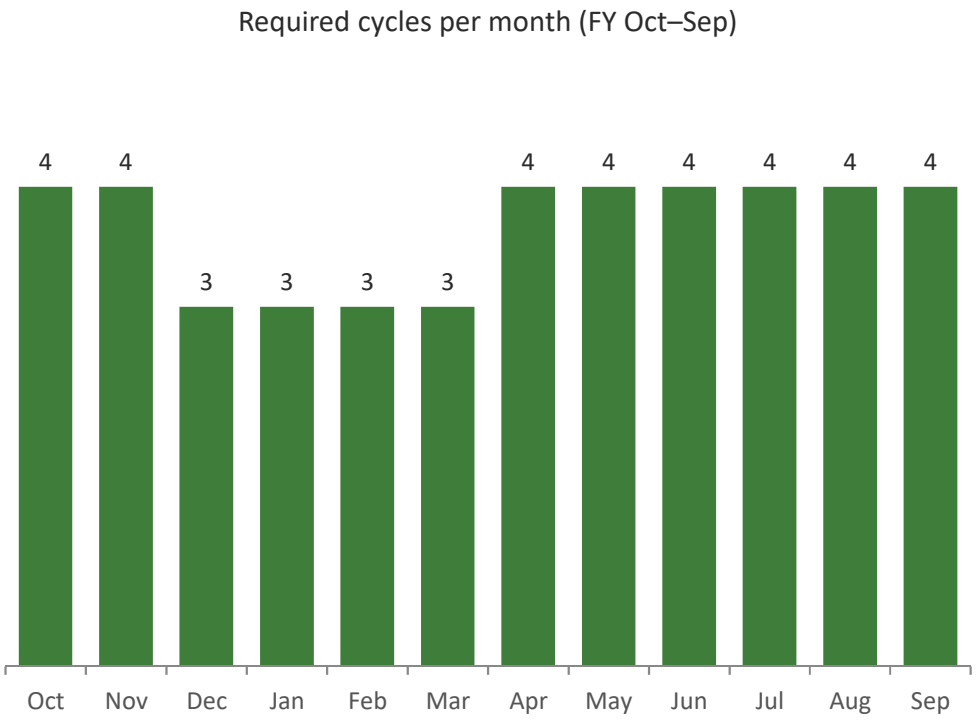
certified arborist

On site during any tree work — Richard Bowden, ISA Cert. FL-10290A.

Plus: a dedicated account manager as the City's single point of contact, and a fully staffed back-up crew ready to pick up anywhere it's needed.

QUESTION 4 · FREQUENCY READINESS

44 cycles a year, planned month by month



First 30 days: assess and plan

We walk every location, define the exact scope and set how the work is split between our two trucks.

4 days to finish, 1 day to spare

Each weekly cycle is completed Mon–Thu; Friday covers rain-outs and detail work. Saturday is backup.

Fully staffed back-up crew

A complete crew set up to step in anywhere — sick days, storms or catch-up — so no location is ever skipped.

QUESTION 5 · ROUTINE OPERATIONS SCHEDULE

Routine tasks by frequency

Frequency	Tasks
Every cycle (weekly; 3×/month Dec–Mar)	Litter pick-up · mow · edge and line-trim · blow and vacuum clean-up · hand-pull and spray weeds in beds, curbs and joints · remove fronds and debris same day
Every cycle (irrigation)	Irrigation wet test of every system · written inspection and damage report with photos · head and nozzle adjustments
Monthly	Hedge and shrub trimming to 30" sight-line height · tree and palm clearance check (8' curb / 17' roadway) · supervisor audit of every location
As needed	Palm trimming when fronds brown or loosen · tree lifting and thinning · approved irrigation repairs · pest treatment
Twice a year (minimum)	Fertilization of turf, palms, shrubs, groundcovers and trees under GI-BMP

QUESTION 6 · QUALITY ASSURANCE & AUDITING

Two-step audit before anything is signed off

1

Crew check

Photo-document every location, wet-check irrigation, find problems and fix them on the spot

2

Manager audit

A separate manager re-checks the work before signing off — nothing closes on one set of eyes

3

In-house report card

Scored on the same 8 categories the City uses, so there are no surprises

4

Weekly City meeting

Results and open items reviewed with Public Works every week

70%

City's required minimum score

90%

ECI's internal target — anything below triggers a fix plan

QUESTION 7 · PROPERTY DAMAGE PROTOCOL

From the moment it breaks to the moment it's fixed

1

Minute 0

Stop & secure

Stop work, make the area safe, cone or flag it, shut off irrigation if needed

2

Within 15 min

Document

Photos and video; crew lead calls the floating supervisor

3

Right away

Fix on the spot

Blended crews are trained and equipped for irrigation and landscape repairs

4

Same day

Notify the City

Account manager reports to Public Works with before/after photos

5

48 hrs / 3 days

Larger repairs

Irrigation within 48 hours; everything else within 3 working days — at ECI's cost

6

Close-out

Manager sign-off

A manager inspects the repair and logs it on the report card

ECI

EAST COAST INDUSTRIES

Responsive. Accountable. Proven. Safe.

Thank you to the Evaluation Committee

Richard Bowden, Vice President / Project Manager
6782 Belvedere Road, West Palm Beach, FL 33413 · (561) 739-2066
estimating@ecifl.net · admin@ecifl.net · ecifl.net

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 11/ 5/2026

Proposed Resolution No. R26-207- Approve the annual expenditure and authorize the third renewal with East Coast Mulch Corp. (PW24-016) for mulch products, piggybacking City of Pompano Beach ITB E-28-23 (SEFL NIGP Governmental Purchasing Cooperative), for September 26, 2026 through September 25, 2027, with an annual expenditure not to exceed $180,000.

Requested Action:

Staff Recommends Approval of Proposed Resolution No. R26-207.

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 a result of formal solicitations; cooperative contracts as a participating agency; and requests to piggyback governmental contracts. Options to extend or renew are noted in the "Agenda Request Item" presented to the Commission as part of the initial approval process. Procurement seeks to provide an accurate and efficient method to keep the Commission informed of pending renewal amendments and the anticipated expenditure by reducing the paperwork of processing each renewal amendment and/or extension individually and summarizing the information in Exhibit A (as required).

VENDOR(S)	DESCRIPTION OF SOLICITATION	SOLICITATION NUMBER	RENEWAL TERM	AMOUNT
East Coast Mulch Corp	Mulch	City of Pompano Beach ITB E-28-23 - Cooperative Contract - Participating Agency City of Boynton Beach Agreement # PW24-016	September 26, 2026 - September 25, 2027	Renewal includes a 3.4% Consumer Price Index (CPI) increase over the pricing effect during the 2nd renewal period. Annual Estimated Expenditure: $180,000

How will this affect city programs or services?

The renewal(s) will be used for those solicitations, contracts/agreements, cooperative contracts as a participating agency, and piggybacks that are renewed/extended with the same terms and conditions as the initial award.

Budgeted Item: Yes

Account Line Item and Description:

See Attached Renewal Request for Bid Extensions November 17, 2026 Report - Exhibit A

Procurement Methodology Bids and Purchases Only:

NIGP SEFL Governmental Purchasing Cooperative - City is a Participating Agency

Fiscal Impact:

Funds have been budgeted under line items as noted in the attached Exhibit A.

Attachments:
R26-207 Resolution_East_Coast_Mulch_Renewal.docx
Amendment Request for Bid Extensions November 17 2026 Report - Exhibit A.docx
Pompano Beach (SEFL NIGP Cooperative) - East Coast Mulch Corp - Renewal Resolution 2026-2027.pdf
Pompano Beach Legislation Renewal Approval Details - EAST COAST MULCH.pdf
Mulch Renewal COBB Commission Agenda 10.21.25.pdf
East Coast Mulch Expenditure Approval COBB Agenda Item - 11-7-2023.pdf
East Coast Mulch Corp- COI ending 12-26.pdf

RESOLUTION NO. R26-207

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE ANNUAL EXPENDITURES AND AUTHORIZING RENEWAL AMENDMENTS AND/OR EXTENSIONS OF AGREEMENTS ARISING FROM REQUESTS FOR PROPOSALS, BIDS, AND PIGGYBACK OR COOPERATIVE CONTRACTS AS DESCRIBED IN EXHIBIT "A" FOR THE NOVEMBER 17, 2026, CITY COMMISSION MEETING; SPECIFICALLY AUTHORIZING THE THIRD RENEWAL OF AGREEMENT NO. PW24-016 WITH EAST COAST MULCH CORP. FOR MULCH PRODUCTS, PURSUANT TO CITY OF POMPANO BEACH ITB E-28-23, THROUGH THE SOUTHEAST FLORIDA NIGP GOVERNMENTAL PURCHASING COOPERATIVE, FOR THE TERM SEPTEMBER 26, 2026, THROUGH SEPTEMBER 25, 2027, IN AN ANNUAL AMOUNT NOT TO EXCEED $180,000; PROVIDING FOR EXECUTION OF NECESSARY DOCUMENTS; PROVIDING AN EFFECTIVE DATE; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City's Finance/Procurement Department submits to the City Commission requests for awards and authorization to enter into contracts and agreements resulting from formal solicitations, participation in cooperative contracts, and piggybacking of governmental contracts; and

WHEREAS, renewal and extension options are identified in the agenda request items presented to the City Commission during the initial contract approval process; and

WHEREAS, to provide the City Commission with accurate information regarding anticipated expenditures and pending renewals and extensions while reducing duplicative processing of individual amendments, the Finance/Procurement Department has summarized the requested actions in Exhibit "A," attached hereto and incorporated herein; and

WHEREAS, the City desires to exercise the third renewal of Agreement No. PW24-016 with East Coast Mulch Corp. for mulch products, as a participating agency under the City of Pompano Beach ITB E-28-23 cooperative contract through the Southeast Florida NIGP Governmental Purchasing Cooperative, for the period September 26, 2026, through September 25, 2027; and

WHEREAS, the proposed third renewal includes a 3.4 percent Consumer Price Index (CPI) increase over the pricing in effect during the second renewal period, with an estimated annual expenditure not to exceed $180,000; and

RESOLUTION NO. R26-207

WHEREAS, the City Commission finds that approval of the renewal amendment and associated annual expenditure described in Exhibit "A" is in the best interests of the City.

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 hereby approves the annual expenditure and authorizes the renewal amendment and/or extension identified in Exhibit "A," attached hereto and incorporated herein, subject to the term and expenditure limitation set forth therein.

SECTION 3. Without limiting Section 2, the City Commission hereby authorizes the third renewal of City Agreement No. PW24-016 with East Coast Mulch Corp. for mulch products, pursuant to the City of Pompano Beach ITB E-28-23 cooperative contract through the Southeast Florida NIGP Governmental Purchasing Cooperative, for the renewal period September 26, 2026, through September 25, 2027, including a 3.4 percent CPI adjustment over the second-renewal-period pricing, in an annual amount not to exceed $180,000.

SECTION 4. The City Manager or designee is hereby authorized to execute the renewal amendment and any related documents necessary to effectuate the purposes of this Resolution, subject to review and approval as to form and legality by the City Attorney's Office. Expenditures shall remain subject to the availability of lawfully appropriated funds.

SECTION 5. This Resolution shall take effect immediately upon adoption.

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R26-207

PASSED AND ADOPTED this _____ day of _____ 2026.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice Mayor – Thomas Turkin	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Tammy Stanzione, CMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

CITY OF BOYNTON BEACH
AMENDMENT REQUEST FOR BID EXTENSIONS AND PIGGY-BACKS
November 17, 2026

REQUESTING DEPARTMENT: ***PUBLIC WORKS – PARKS & GROUNDS***
DEPARTMENT CONTACT: ***Maurice Permenter***
TERM: ***September 25, 2026, to September 25, 2027***
*SOURCE FOR PURCHASE****: City Piggyback off SE FL Governmental Purchasing Cooperative Group - Lead Agency City of Pompano Beach Bid No E-28-23 – City of Boynton Beach No. PG24-016***

ACCOUNT NUMBER: ***001-2730-572.46-98***

VENDOR(S): ***East Coast Mulch***

ANNUAL ESTIMATE: ***$180,000***

DESCRIPTION:
On November 7, 2023, the City Commission approved the annual expenditure for East Coast Mulch based on the SE Governmental Purchasing Cooperative Group Contract No. E-28-23 for East Coast Mulch for parks, medians, playgrounds, and various city buildings/facilities. The initial bid term was for one (1) year with four (4) additional one-year renewal options. This will be the 3rd renewal. The vendor has agreed to renew for a one-year term from September 26, 2026, through September 25, 2027.

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RESOLUTION NO. 2027- 02

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A THIRD EXTENSION BETWEEN THE CITY OF POMPANO BEACH AND EAST COAST MULCH CORP. TO PURCHASE MULCH PRODUCTS AS NEEDED; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a Third Extension (No. 13287) between the City of Pompano Beach and East Coast Mulch Corp., a copy of which Extension is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Extension between the City of Pompano Beach and East Coast Mulch Corp.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 13th day of October, 2026.

Signed by:
Rex Hardin
502CB780EB3F480...

REX HARDIN, MAYOR

ATTEST:

DocuSigned by:
Kervin Alfred
D1C913A8ED334CA...

KERVIN ALFRED, CITY CLERK

Signed by:

MEB/mcm
10/7/26
l:reso/2026-217

Docusign Envelope ID: B09C1405-E548-861B-80F2-9E6985EABBA7

No. 13287

THIRD EXTENSION

THIS IS A THIRD EXTENSION to Invitation to Bid ("ITB") E-28-23 awarded by the City of Pompano Beach dated October 21, 2026, between:

CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, hereinafter referred to as "CITY",

and

EAST COAST MULCH CORP., a Florida corporation, having its office and place of business at 954 Dolphin Court, Jupiter, Florida 33458, hereinafter referred to as "CONTRACTOR."

WHEREAS, the CITY issued ITB E-28-23 for mulch, which was awarded to CONTRACTOR by the CITY Commission on September 26, 2023, for an initial one-year term with four (4) additional one-year renewal periods; and

WHEREAS, the parties previously extended/renewed ITB E-28-23 for two (2) additional one-year periods, with the first extension dated June 11, 2024, and the second extension dated July 30, 2025; and

WHEREAS, the parties executed a renewal letter for an additional one-year renewal period; however, the renewal was not fully authorized and formally executed prior to the expiration period of September 25, 2026, because the required City Commission approval had not yet been obtained; and

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WHEREAS, the CITY and CONTRACTOR desire to extend ITB E-28-23 effective September 26, 2026, and renew ITB E-28-23 for a third one-year period through September 25, 2027; and

WHEREAS, in connection with the third one-year renewal period, the parties have agreed that the pricing shall reflect a 3.4% Consumer Price Index (CPI) increase over the pricing in effect during the second renewal period.

W I T N E S S E T H :

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments herein set forth CITY and CONTRACTOR agree as follows:

1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.

2. ITB E-28-23, together with the applicable award documents, copies of which are attached hereto and made a part hereof as Exhibit "A," is hereby extended effective September 26, 2026, and the parties hereby ratify the renewal of ITB E-28-23 for the period beginning September 26, 2026, through September 25, 2027, subject to the terms of this Third Extension.

3. By execution of this Third Extension, the parties confirm and ratify the renewal for one (1) additional one-year period ending September 25, 2027.

4. For this Third Extension, the parties agree that the pricing shall reflect a 3.4% CPI increase over the Renewal 2 pricing, as set forth in the previously signed renewal letter and supporting CPI documentation attached hereto and incorporated herein as Exhibit "A."

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5. This Third Amendment shall bind the parties and their respective executors, administrators, successors and assigns and shall be fully effective as though the extension had been originally included in ITB E-28-23 and the applicable award documents.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

DocuSigned by:
Kervin Alfred
D1C913A8ED334CA...

KERVIN ALFRED, CITY CLERK

CITY OF POMPANO BEACH

Signed by:
Rex Hardin
502CB780EB3F480...

By: _____
REX HARDIN, MAYOR

Signed by:



DocuSigned by:
Gregory P. Harrison
7052A67F15A44C8...

By: _____
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

DocuSigned by:
Mark E. Berman
343B0B2C81D9424...

MARK E. BERMAN, CITY ATTORNEY

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"CONTRACTOR"

East Coast Mulch Corp.

Witnesses:

By: _____
Raymond Bowden, President

Gabriela Z.

Gabriela Zuluaga L.
(Print or Type Name)

Rolando Martin

Rolando Martin
(Print or Type Name)

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or □ online notarization, this 3rd day of September, 2026, by Raymond Bowden as President of East Coast Mulch Corp., a Florida corporation on behalf of the corporation, who is personally known to me or who has produced _____ as identification.

NOTARY'S SEAL:

Notary Public State of Florida
Judit Soos
My Commission HH 649723
Expires 3/10/2029

_____
NOTARY PUBLIC, STATE OF FLORIDA

Judit Soos
(Name of Acknowledger Typed, Printed or Stamped)

HH 649723
Commission Number

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/03/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	**CONTACT NAME:** Heath Hindman
Brown & Brown Insurance Services, Inc. 1661 Worthington Rd Ste 175 West Palm Beach FL 33409	**PHONE (A/C, No, Ext):** (561) 686-2266 **FAX (A/C, No):** (561) 686-2313 **E-MAIL ADDRESS:** heath.hindman@bbrown.com
INSURED East Coast Mulch Corp P.O. Box 1352 Jupiter FL 33468	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Southern-Owners Insurance Company 10190 **INSURER B :** Silver Oak Casualty, Inc. 26869 INSURER C : INSURER D : INSURER E : INSURER F :

APPROVED
By David Daley at 6:55 pm, Sep 10, 2026

COVERAGES **CERTIFICATE NUMBER:** 25-26 Master COI **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	72138763-25	12/07/2025	12/07/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Hired & Non Owned Auto	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	☒ **UMBRELLA LIAB** ☒ OCCUR **EXCESS LIAB** ☐ CLAIMS-MADE DED ☒ RETENTION $ 10,000	Y	Y	53-138785-00	12/07/2025	12/07/2026	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	SVWCFL3433952025	12/31/2025	12/31/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Inland Marine			72138763-25	12/07/2025	12/07/2026	Limits Ded	$512,566 $500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: No. 13286, ITB E-28-23
Purchasing #23-035

City of Pompano Beach is listed as additional insured with respect to the General Liability policy resulting from the Named Insured's ongoing and completed operations when required as per written contract. Coverage is considered primary and non-contributory with respect to General Liability policy when required as per written contract. A waiver of subrogation favors the additional insured and its officers, employees and agents with respect to General Liability and Workers Compensation policies when required as per written contract. Umbrella follows form subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER

City of Pompano Beach
100 West Atlantic Boulevard
Pompano Beach FL 33060

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Additional Named Insureds

Other Named Insureds

Country West Landscape & Design, Corp

East Coast Nursery Inc — Corporation, Additional Named Insured

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COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance
This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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65034 (6-22)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA - COMMERCIAL GENERAL LIABILITY PLUS COVERAGE - WITH LIMITED HIRED AUTO AND NON-OWNED AUTO LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. **EXTENDED WATERCRAFT LIABILITY**
SECTION I - COVERAGES, **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, **2. Exclusions** is amended. Exclusion **g.(2)** is deleted and is replaced by the following exclusion.
(2) A watercraft you do not own that is:
(a) Less than 50 feet long; and
(b) Not being used to carry persons or property for a charge;

2. **LIMITED HIRED AUTO AND NON-OWNED AUTO LIABILITY**
Coverage for "bodily injury" and "property damage" liability provided under **SECTION I - COVERAGES**, **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, is extended as follows under this item, but only if you do not have any other insurance available to you which affords the same or similar coverage.
a. Coverage
We will pay those sums the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" arising out of the maintenance or use of an "auto":
(1) You do not own;
(2) Which is not registered in your name; or
(3) Which is not leased or rented to you for more than ninety consecutive days
and which is used in your business.
b. Exclusions
With respect to only **LIMITED HIRED AUTO AND NON-OWNED AUTO LIABILITY**, the exclusions which apply to **SECTION I - COVERAGES**, **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, other than the Nuclear Energy Liability Exclusion Endorsement, do not apply. The following exclusions apply to this coverage.
This coverage does not apply to:
(1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.
(2) Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.
(3) **(a)** "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
1) That are, or are contained in any property that is:
a) Being transported or towed by, handled or prepared for placement into or upon, or taken from the "auto";
b) Otherwise in the course of transit by you or on your behalf; or
c) Being disposed of, stored, treated or processed into or upon the "auto";
2) Before such "pollutants" or property containing "pollutants" are moved from the place they are accepted by you or anyone acting on your behalf for placement into or onto the "auto"; or
3) After such "pollutants" or property containing "pollutants" are removed from the "auto" to where they are delivered, disposed of or abandoned

by you or anyone acting on your behalf.

Paragraph **(3)(a)1)** does not apply to "pollutants" that are needed or result from the normal mechanical, electrical or hydraulic functioning of the "auto" or its parts, if the discharge, release, escape, seepage, migration or dispersal of such "pollutants" is directly from a part of the "auto" designed to hold, store, receive or dispose of such "pollutants" by the "auto" manufacturer. Paragraphs **(3)(a)2)** and **(3)(a)3)** do not apply, if as a direct result of maintenance or use of the "auto", "pollutants" or property containing "pollutants" which are not in or upon the "auto", are upset, overturned or damaged at any premises not owned by or leased to you. The discharge, release, escape, seepage, migration or dispersal of the "pollutants" must be directly caused by such upset, overturn or damage.

(b) Any loss, cost or expense arising out of any:

1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or

2) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".

(4) "Bodily injury" or "property damage" however caused, arising directly or indirectly, out of:

(a) War, including undeclared or civil war;

(b) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(c) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

(5) "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(a) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. However, if the insurance under this policy does not apply to the liability of the insured, it also does not apply to such liability assumed by the insured under an "insured contract".

(b) That the insured would have in the absence of the contract or agreement.

(6) "Property damage" to:

(a) Property owned or being transported by, or rented or loaned to any insured; or

(b) Property in the care, custody or control of any insured other than "property damage" to a residence or a private garage by a private passenger "auto" covered by this coverage.

(7) **(a)** "Bodily injury" to:

1) An "employee" of the insured arising out of and in the course of employment by the insured; or

2) The spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph **(7)(a)1)**.

(b) This exclusion applies:

1) Whether the insured may be liable as an employer or in any other capacity; and

2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

(c) This exclusion does not apply to:

1) Liability assumed by the insured under an "insured contract".

2) "Bodily injury" to any "employee" of the insured arising out of and in the course of his or her domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers compensation law.

c. Who Is An Insured

With respect to only this coverage, **SECTION II - WHO IS AN INSURED** is deleted and replaced by the following provision.

SECTION II - WHO IS AN INSURED

(1) Each of the following is an insured with respect to this coverage.

(a) You.
(b) Your partners if you are designated in the Declarations as a partnership or a joint venture.
(c) Your members if you are designated in the Declarations as a limited liability company.
(d) Your "executive officers" if you are designated in the Declarations as an organization other than a partnership, joint venture or limited liability company.
(e) Any person using the "auto" and any person or organization legally responsible for the use of an "auto" not owned by such person or organization, provided the actual use is with your permission.

(2) None of the following is an insured:
(a) Any person engaged in the business of his or her employer with respect to "bodily injury " to any co-"employee" of such person injured in the course of employment.
(b) Any person using the "auto" and any person other than you, legally responsible for its use with respect to an "auto" owned or registered in the name of:
1) Such person; or
2) Any partner or "executive officer" of yours or a member of his or her household; or
3) Any "employee" or agent of yours who is granted an operating allowance of any sort for the use of such "auto".
(c) Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate.
(d) The owner or lessee (of whom you are a sub-lessee) of a hired "auto" or the owner of an "auto" you do not own or which is not registered in your name which is used in your business or any agent or employee of any such owner or lessee.
(e) Any person or organization with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

d. Additional Definitions
The following definition applies to only this coverage.
"Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".

e. Limits of Insurance
With respect to only this coverage, **SECTION III - LIMITS OF INSURANCE** is deleted and replaced by the following provision.
SECTION III - LIMITS OF INSURANCE
(1) The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
(a) Insureds;
(b) Claims made or "suits" brought; or
(c) Persons or organizations making claims or bringing "suits".
(2) We will pay damages for "bodily injury" or "property damage" up to the limits of liability shown in the Declarations for this coverage. Such damages shall be paid as follows:
(a) When Limited Hired Auto and Non-Owned Auto Each Occurrence Limit is shown in the Declarations, such limit is the total amount of coverage and the most we will pay for all damages because of or arising out of all "bodily injury" and "property damage" in any one "occurrence".
(b) When Bodily Injury Limited Hired Auto and Non-Owned Auto Each Occurrence Limit and Property Damage Limited Hired Auto and Non-Owned Auto Each Occurrence Limit are shown in the Declarations:
1) The limit shown for Bodily Injury Limited Hired Auto and Non-Owned Auto Each Occurrence is the total amount of coverage and the most we will pay for all damages because of or arising out of all "bodily injury" in any one "occurrence".
2) The limit shown for Property Damage Limited Hired Auto and Non-Owned Auto Each Occurrence is the total amount of coverage and the most we will pay for all damages because of or arising out of all "property damage" in any one "occurrence".

3. BROADENED SUPPLEMENTARY PAYMENTS SUPPLEMENTARY PAYMENTS - COVERAGES A AND B, Paragraph **1.d.** is amended.
The amount we will pay for the actual loss of earnings is increased from $250 per day to $400 per day.

4. ADDITIONAL PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT

If the endorsement, EXCLUSION - PRODUCTS-COMPLETED OPERATIONS HAZARD, CG 21 04, is not attached to this policy, then the following provision is added to **SECTION III - LIMITS OF INSURANCE**.

Commencing with the effective date of this policy, we will provide one additional Products-Completed Operations Aggregate Limit, for each annual period, equal to the amount of the Products-Completed Operations Aggregate Limit shown in the Declarations. The maximum Products-Completed Operations Aggregate Limit for any annual period will be no more than two times the original Products-Completed Operations Aggregate Limit.

5. PERSONAL INJURY EXTENSION

a. If the endorsement EXCLUSION - PERSONAL AND ADVERTISING INJURY, CG 21 38, is attached to this policy, then this provision, **5.** PERSONAL INJURY EXTENSION, does not apply.

b. If the endorsement EXCLUSION - PERSONAL AND ADVERTISING INJURY, CG 21 38, is not attached to this policy:

(1) SECTION I - COVERAGES, **COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY**, **2. Exclusions** is amended. The following exclusion is added.

This insurance does not apply to:

Americans With Disabilities Act (ADA)

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Americans With Disabilities Act (ADA), including any amendment of or addition to such law;

(2) Any federal rule or regulation promulgated to implement the ADA and its amendments and additions; or

(3) Any federal, state, or local statute, ordinance or regulation, other than the ADA and its amendments and additions, that prohibits discrimination on the basis of disability relating to the use of, access to, or enjoyment of:

(a) Facilities used as, or designated or constructed for use as places of public accommodation;

(b) Facilities used as, or designated and constructed for use as a commercial facility;

(c) Telecommunication systems;

(d) Telephones;

(e) Internet;

(f) Websites; or

(g) Televisions.

(2) SECTION V - DEFINITIONS is amended. Paragraph **14.** "Personal and advertising injury" is deleted and replaced by the following definition.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral or written publication, in any manner, of material that violates a person's right of privacy;

f. The use of another's advertising idea in your "advertisement";

g. Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or

h. Discrimination, humiliation, sexual harassment and any violation of civil rights caused by such discrimination, humiliation or sexual harassment.

6. BROADENED KNOWLEDGE OF OCCURRENCE

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** is amended. The following condition is added.

Paragraphs **a.** and **b.** of this condition will not serve to deny any claim for failure to provide us with notice as soon as practicable after an "occurrence" or an offense which may result in a claim:

a. If the notice of a new claim is given to your "employee"; and

b. That "employee" fails to provide us with notice as soon as practicable.

This exception shall not apply to you or to any officer, director, partner, risk manager or insurance manager of yours.

7. DAMAGE TO PREMISES RENTED TO YOU

a. SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions is amended.

(1) The last paragraph is deleted and replaced by the following paragraph.
Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or water damage to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **7. DAMAGE TO PREMISES RENTED TO YOU, b.** Limits of Insurance.

(2) The following additional exclusions apply to "property damage" arising out of water damage to premises rented to you or temporarily occupied by you with permission of the owner.

(a) "Property damage" to:

1) The interior of the premises caused by or resulting from rain or snow, whether driven by wind or not; or

2) Heating, air conditioning, plumbing or fire protection systems, or other equipment or appliances.

(b) "Property damage" caused by or resulting from any of the following:

1) Mechanical breakdown, including bursting or rupture caused by centrifugal force;

2) Cracking, settling, expansion or shrinking;

3) Smoke or smog;

4) Birds, insects, rodents or other animals;

5) Wear and tear;

6) Corrosion, rust, decay, fungus, deterioration, hidden or latent defect or any quality in property that causes such property to destroy or damage itself; or

7) Water that flows or leaks from any heating, air conditioning, plumbing or fire protection system caused by or resulting from freezing, unless:

a) You make a reasonable effort to maintain heat in the building or structure; or

b) You drain the equipment and shut off the water supply if the heat is not maintained.

(c) "Property damage" caused directly or indirectly by any of the following:

1) Water that backs up from a drain or sewer;

2) Mud flow or mudslide;

3) Volcanic eruption, explosion or effusion;

4) Any earth movement, such as earthquake, landslide, mine subsidence, earth sinking, earth rising or earth shifting;

5) Regardless of the cause, flood, surface water, waves, tides, tidal waves, storm surge, overflow of any body of water, or their spray, all whether wind driven or not; or

6) Water under the ground surface pressing on, or seeping or flowing through:

a) Walls, foundations, floors or paved surfaces;

b) Basements, whether paved or not; or

c) Doors, windows or other openings.

(d) "Property damage" for which the insured is obligated to pay as damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of this contract or agreement.

b. Limits of Insurance
SECTION III - LIMITS OF INSURANCE is amended. Paragraph **6.** is deleted and replaced by the following paragraph.

6. The most we will pay under Coverage **A** for damages because of "property damage" to premises rented to you or temporarily occupied by you with permission of the owner arising out of or caused by fire, lightning, explosion, smoke and water damage is the amount shown in the Declarations under Damage to Premises Rented to You.

c. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance, Paragraph **b.** is amended. The word fire is amended to include fire, lightning, explosion, smoke or water damage.

8. BLANKET ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT

a. (1) SECTION II - WHO IS AN INSURED is amended to include as an additional insured any person or organization with whom you have agreed:

(a) In a written contract or agreement, executed prior to loss, to name as an additional insured; or

(b) In an oral contract or agreement, executed prior to loss, to name as an additional insured only if a Certificate of Insurance was issued prior to loss indicating that the person or organization was an additional insured.

(2) This provision applies only with respect to liability for:
(a) "Bodily injury";
(b) "Property damage"; or
(c) "Personal and advertising injury"
caused in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

b. With respect to the insurance afforded to an additional insured, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. **SECTION III - LIMITS OF INSURANCE** is amended. The following provision is added for purposes of this endorsement only.
The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the lessor, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

9. BLANKET ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

a. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization with whom you have agreed:

(1) In a written contract or agreement, executed prior to loss, to name as an additional insured; or

(2) In an oral contract or agreement, executed prior to loss, to name as an additional insured only if a Certificate of Insurance was issued prior to loss indicating that the person or organization was an additional insured

but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

b. This provision is subject to the following additional exclusions.

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises.

(2) Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured.

c. **SECTION III - LIMITS OF INSURANCE** is amended. The following provision is added for purposes of this endorsement only.
The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the manager or lessor of the premises, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

10. NEWLY FORMED OR ACQUIRED ORGANIZATIONS
SECTION II - WHO IS AN INSURED is amended. Paragraph **3.** is deleted and replaced by the following paragraph.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

11. BLANKET WAIVER OF SUBROGATION
SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended. The following provision is added to **8. Transfer Of Rights Of Recovery Against Others To Us**.
When you have agreed to waive your right of subrogation in a written contract, executed prior to loss, with any person or organization, we waive any right of recovery we may have against such person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

All other policy terms and conditions apply.

55373 (5-17)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Under **SECTION II - WHO IS AN INSURED** is amended. The following provision is added.
A person or organization is an Additional Insured, only with respect to liability caused, in whole or in part, by "your work" for that Additional Insured by or for you:
1. If required in a written contract or agreement; or
2. If required by an oral contract or agreement only if a Certificate of Insurance was issued prior to the loss indicating that the person or organization was an Additional Insured.

B. **SECTION III - LIMITS OF INSURANCE** is amended. The following provision is added.
The limits of liability for the Additional Insured are those specified in the written contract or agreement between the insured and the owner, lessee or contractor or those specified in the Certificate of Insurance, if an oral contract or agreement, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.

C. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended.
1. The following condition is added to **4. Other Insurance**.
This insurance is primary for the Additional Insured, but only with respect to liability caused, in whole or in part, by "your work" for that Additional Insured by or for you. Other insurance available to the Additional Insured will apply as excess insurance and not contribute as primary insurance to the insurance provided by this endorsement.
2. The following condition is added.
Other Additional Insured Coverage Issued By Us
If this policy provides coverage for the same loss to any Additional Insured specifically shown as an Additional Insured in another endorsement to this policy, our maximum limit of insurance under this endorsement and any other endorsement shall not exceed the limit of insurance in the written contract or agreement between the insured and the owner, lessee or contractor, or the limits provided in this policy, whichever is less. Our maximum limit of insurance arising out of an "occurrence", shall not exceed the limit of insurance shown in the Declarations, regardless of the number of insureds or Additional Insureds.

All other policy terms and conditions apply.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

1. ○ Specific Waiver
   Name of person or organization

   ⊗ Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

3. Premium: **$ 0** The premium charge for this endorsement shall be included in the premium developed on payroll in conjunction with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Minimum Premium: **$ 250**

   Maximum Premium: **$ 0**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 12/31/2025 Policy No. SVWCFL3433952025 Endorsement No.
Insured East Coast Mulch Corp Premium

Insurance Company Countersigned by _____

SILVER OAK CASUALTY, INCORPORATED - 31763

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/03/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

State Farm

Cindy Papandreas Insurance Agency Inc
123 S State Road 7 Ste 204
Royal Palm Beach, Fl. 33414

CONTACT NAME:
PHONE (A/C, No, Ext): 561-790-0707 **FAX (A/C, No):** 561-790-3370
E-MAIL ADDRESS: chris@cindypapandreas.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Mutual Automobile Insurance Company	25178
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

East Coast Mulch Corp
PO Box 1352
Jupiter, Fl. 33468-1352

APPROVED
By David Daley at 6:51 pm, Sep 10, 2026

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
A	**AUTOMOBILE LIABILITY**	Y	Y	942 2122-B16-59Y	02/16/2026	02/16/2027	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A					☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Pompano Beach
attn: Risk Manager
100 W Atlantic Blvd
Pompano Beach, Fl. 33060

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Christopher Papandreas

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Exhibit “A” – Cover Page

1. Purchasing Memo 23-035
2. Public Works Memo 23-024
3. Supplier Award Document
4. E-28-23 Tabulation
5. E-28-23 – Cooperative Bid

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M E M O R A N D U M

Purchasing #23-035
September 14, 2023

To: Gregory P. Harrison, City Manager

Through: Carla R. Byrd, General Services Director

From: Jeffrey English, Purchasing Agent

Subject: Award E-28-23 Mulch Cooperative Invitation to Bid

Contract Need/Background

The City of Pompano Beach (City) issued Invitation to Bid (ITB) E-28-23 to establish contracts for the purchase of mulch products, to be ordered as needed. Products included in the ITB are mulch made of recycled wood dyed brown and red, and engineered wood fiber, delivered or installed. The City issued this ITB as the lead agency for the South Florida Governmental Purchasing Cooperative (Cooperative), on behalf of the City and twenty (20) other governmental agencies. Primary bid award is recommended to the lowest responsive and responsible bidder per item in a geographical group. The three geographic groups are Broward, Miami-Dade, and Palm Beach Counties. The estimated quantities stated in the solicitation include anticipated requirements from all of the participating agencies, including the City.

The City's Public Works Department requires mulch on an ongoing basis for use in landscaping throughout the City. The City's Public Works Department recommends the primary contract be awarded to East Coast Mulch Corp., the lowest responsive and responsible bidder for items A, B, L, and M and to Advanced Mulch, Inc., the lowest responsive and responsible bidder for item K.

Alternate bid awards are recommended to the remaining responsive bidders and are to be used should the material be unavailable from the primary awardees. All awards are at the unit prices bid per item in its geographical group. It is anticipated that most orders will be placed with the primary contractor for each item to achieve the lowest cost to the City and Cooperative.

Attached you will find copies of the memorandum and the bid award recommendation form submitted by the Public Works Department, the bid tabulation, and solicitation document.

Bidders List

The Bidders List was created by using companies suggested by the requesting department, companies that have responded to prior solicitations, companies that have requested their names be placed on the Bid List, and companies from appropriate listings in other source books.

Number of companies responding with complete bids 4

Advertising

The ITB was advertised in the Sun Sentinel, and notices were sent to bid notice agencies throughout the nation. The ITB was also posted in the City's eBid system for download by interested companies.

Funding

Based upon the unit prices bid, and the City's estimated usage, the City's annual expenditures for mulch products could total $130,000.00. City purchases will be made, as needed, from budgeted funds in account, 001-3060-530.46-10, Repair & Maintenance / Land Building Improvements.

Award Recommendation

It is recommended that a contract be awarded to the low bidder per item as the primary contractor as follows: East Coast Mulch Corp., (Items A, B, L, and M), and Advanced Mulch, Inc. Alternate awards are recommended to the second low bidders, as outlined on the bid tabulation to be used if the primary contractor is unable to supply the product.

enclosures

cc: File
Southeast Florida Governmental Purchasing Cooperative

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pompano beach
Florida's Warmest Welcome

Phone: (954) 786-4107 **City of Pompano Beach** **Fax: (954) 786-4011**
Public Works Department

MEMORANDUM NO. 23-024

DATE: September 14, 2023

TO: Carla Byrd, General Services Director

FROM: Anthony Orlando: Grounds Operations Manager A.O.

Subject: Award Bid: ITB E-28-23 Mulch- bulk, bagged

On September 14th 2023, the City opened and received bids for the Mulch Cooperative Bid E-28-23. Primary bid award recommended to the low bidders per item and alternate bid awards to the remaining responsive bidders per item.

The ground maintenance Division utilizes over 5000 cubic yards of landscape mulch totaling approximately 130,000 dollars annually to control weeds along our highway median flowerbeds and throughout the City. By reducing lawn maintenance crew's time pulling weeds, continued usage of mulch will greatly increase the Grounds Maintenance Division's productivity.

The mulch will be funded from account number 001-3040-530-4610 Repairs & Maintenance / Lands, Buildings, & improvements. Please have the bid award recommendation for this project placed on the agenda at the next available commission meeting.

CC: Rob McCaughan, Director Public Works
Harold Beard, Assistant Director Public Works
Marlason Permenter Grounds Maintenance Supervisor

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REQUEST FOR BID/QUOTE AWARD RECOMMENDATION FORM

From: Purchasing Division Public Works Date 9/14/2023

Department: 3040 Grounds Attn.: _____

Subject: Bid /Quote No. E-28-23 Item/service: Mulch Bid/ Item A, B, L, and M

Attached is the Bid/Quote Tabulation for subject item/service requisitioned by your department. Please complete this form in order Purchasing may complete the bid award. Your response should be typed. Please return this form to the Purchasing Division within three weeks of receipt. If rejecting a low bidder you must explain your reason below, or in an attached memorandum.

1. SOURCE OF FUNDS:

   Budgeted Code: 001-3040-530.46-10 Requisition #: _____

   Title: Repair Maintenance/Land Building Improvemens

2. RECOMMENDATION:

   (a) Which bidder do you recommend?

   East Coast Mulch

   (b) Is the recommended bid the lowest bid received?

   Yes ☑ No ☐

   Note: If you recommend award to other than the low bidder detailed justification must be furnished for rejection of all lower bids, in an accompanying memorandum.

   (c) If references were required, were they checked?

   Yes ☑ No ☐ Not applicable for this bid ☐

Signature: Robert A Mc Caughey Date: 9/14/2023

Title: Public Works Director
(Department Head or Authorized Representative)

Supplier Award

E-28-23

MULCH

Award Date: 9/27/23

East Coast Mulch

Contact Information

Contact: Jeff English
Address: Purchasing
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060
Phone: (954) 786-4098
Fax: (954) 786-4168
Email: purchasing@copbfl.com

East Coast Mulch

Address: PO Box 1352
Jupiter, FL 33468
Phone: (561) 627-5539
Fax: (561) 972-7637

Award Lines

1.1	Item A:Mulch, bulk, delivered, red					
	Quantity: 2,507	UOM: CY	Unit price:	$27.00	Total:	$67,689.00
	Item Note:					
1.2	Item B: Mulch, bulk, delivered, brown					
	Quantity: 5,650	UOM: CY	Unit price:	$27.00	Total:	$152,550.00
1.9	Item J: Engineered wood fiber, bulk, installed per cubic yards					
	Quantity: 6,580	UOM: CY	Unit price:	$48.00	Total:	$315,840.00
1.11	Item L: mulch, bulk, installed, red, per cubic yard					
	Quantity: 20,020	UOM: CY	Unit price:	$30.00	Total:	$600,600.00
1.12	Item M: mulch, bulk, installed, brown, per cubic yard					
	Quantity: 5,400	UOM: CY	Unit price:	$30.00	Total:	$162,000.00
1.13	Item N: mulch, bulk, installed, gold, per cubic yard					
	Quantity: 2,550	UOM: CY	Unit price:	$38.00	Total:	$96,900.00
2.4	Item D: Mulch, bulk, delivered, Melaleuca					
	Quantity: 4,096	UOM: CY	Unit price:	$35.00	Total:	$143,360.00
2.8	Item K: Playground safety wood chips, bulk, installed per cubic yard					
	Quantity: 275	UOM: cy	Unit price:	$75.00	Total:	$20,625.00
2.9	Item M: mulch, bulk, installed, brown, per cubic yard					
	Quantity: 500	UOM: CY	Unit price:	$70.00	Total:	$35,000.00
3.1	Item A:Mulch, bulk, delivered, red					
	Quantity: 11,300	UOM: CY	Unit price:	$27.00	Total:	$305,100.00

	Item Note:

3.2	Item B: Mulch, bulk, delivered, brown Quantity: 800 UOM: CY Unit price: $27.00 Total: $21,600.00

3.4	Item D: Mulch, bulk, delivered, Melaleuca Quantity: 1,000 UOM: CY Unit price: $27.00 Total: $27,000.00

3.7	Item J: Engineered wood fiber, bulk, installed per cubic yard Quantity: 5,700 UOM: CY Unit price: $48.00 Total: $273,600.00

3.9	Item L: mulch, bulk, installed, red, per cubic yard Quantity: 5,000 UOM: cy Unit price: $30.00 Total: $150,000.00

3.10	Item M: mulch, bulk, installed, brown, per cubic yard Quantity: 1,500 UOM: CY Unit price: $30.00 Total: $45,000.00

3.11	Item N: mulch, bulk, installed, gold, per cubic yard Quantity: 50 UOM: CY Unit price: $38.00 Total: $1,900.00

Award Total: $2,418,764.00

Event Number	E-28-23
Event Title	MULCH
Event Type	ITB
Issue Date	9/8/2023 12:32:19 AM (ET)
Close Date	9/14/2023 02:00:00 PM (ET)

Responding Supplier	City	State	Response Submitted	Lines Responded
FWR,LLC	Medley	FL	9/14/2023 01:41:58 PM (ET)	17
East Coast Mulch	Jupiter	FL	9/13/2023 11:03:10 AM (ET)	21
ADVANCED MULCH INC	PALM BEACH GARDENS	FL	9/13/2023 12:30:11 PM (ET)	15
IAMWHOIAM, LLC	Pompano Beach	FL	9/14/2023 01:44:19 PM (ET)	33

				FWR,LLC		East Coast Mulch		ADVANCED MULCH INC		IAMWHOIAM, LLC	
Line	**Description**	**QTY**	**UOM**	**Unit**	**Extended**	**Unit**	**Extended**	**Unit**	**Extended**	**Unit**	**Extended**
1	**Group 1: Broward County**	1	EA								
1.1	Item A: Mulch, bulk, delivered, red	2507	CY	30.00	$75,210.00	**$27.00**	$67,689.00	$30.00	$75,210.00	$35.50	$88,998.50
1.2	Item B: Mulch, bulk, delivered, brown	5650	CY	30.00	$169,500.00	**$27.00**	$152,550.00	$30.00	$169,500.00	$35.50	$200,575.00
1.3	Item C: Mulch, bulk, delivered, gold	168	CY	**31.80**	$5,342.40	$33.00	$5,544.00	$45.00	$7,560.00	$35.50	$5,964.00
1.4	Item E: Mulch, bagged, delivered, red	17000	bags	**2.50**	$42,500.00	No Bid		No Bid		$3.35	$56,950.00
1.5	Item F: Mulch, bagged, delivered, brown	6040	bags	**2.50**	$15,100.00	No Bid		No Bid		$3.35	$20,234.00
1.6	Item G: Mulch, bagged, delivered, gold	3000	bags	**2.50**	$7,500.00	No Bid		No Bid		$3.35	$10,050.00
1.7	Item H: Mulch, bagged, delivered, Melaleuca	21270	bags	No Bid		No Bid		No Bid		**$3.35**	$71,254.50
1.8	Item I: Mulch, rubber, bagged, delivered, supersacks	30	each	No Bid		No Bid		No Bid		**$1,000.00**	$30,000.00
1.9	Item J: Engineered wood fiber, bulk, installed per cubic yards	6580	CY	No Bid		**$48.00**	$315,840.00	No Bid		$152.50	$1,003,450.00
1.10	Item K: Playground safety wood chips, bulk, installed per cubic yards	6020	cy	No Bid		No Bid		**$39.78**	$239,475.60	$152.50	$918,050.00
1.11	Item L: mulch, bulk, installed, red, per cubic yard	20020	CY	No Bid		**$30.00**	$600,600.00	$40.00	$800,800.00	$105.00	$2,102,100.00
1.12	Item M: mulch, bulk, installed, brown, per cubic yard	5400	CY	No Bid		**$30.00**	$162,000.00	$40.00	$216,000.00	$105.00	$567,000.00
1.13	Item N: mulch, bulk, installed, gold, per cubic yard	2550	CY	No Bid		**$38.00**	$96,900.00	$60.00	$153,000.00	$105.00	$267,750.00

				FWR,LLC		East Coast Mulch		ADVANCED MULCH INC		IAMWHOIAM, LLC	
2	**Group 2: Miami-Dade County**	1	EA								
2.1	Item A: Mulch, bulk, delivered, red	100	CY	**$30.00**	$3,000.00	$35.00	$3,500.00	No Bid		$35.50	$3,550.00
2.2	Item B: Mulch, bulk, delivered, brown	900	CY	**$30.00**	$27,000.00	$35.00	$31,500.00	No Bid		$35.50	$31,950.00
2.3	Item C: Mulch, bulk, delivered, gold	100	CY	**$30.00**	$3,000.00	$42.00	$4,200.00	No Bid		$35.50	$3,550.00
2.4	Item D: Mulch, bulk, delivered, Melaleuca	4066	CY	No Bid		**$35.00**	$142,310.00	No Bid		$40.50	$164,673.00
2.5	Item E: Mulch, bagged, delivered, red	17000	bags	**$2.50**	$42,500.00	No Bid		No Bid		$3.35	$56,950.00
2.6	Item F: Mulch, bagged, delivered, brown	8440	bags	**$2.50**	$21,100.00	No Bid		No Bid		$3.35	$28,274.00
2.7	Item G: Mulch, bagged, delivered, gold	1000	bags	**$2.50**	$2,500.00	No Bid		No Bid		$3.35	$3,350.00
2.8	Item K: Playground safety wood chips, bulk, installed per cubic yard	550	cy	No Bid		**$75.00**	$41,250.00	**$75.00**	$41,250.00	$155.00	$85,250.00
2.9	Item M: mulch, bulk, installed, brown, per cubic yard	500	CY	No Bid		**$70.00**	$35,000.00	No Bid		$105.00	$52,500.00

				FWR,LLC		East Coast Mulch		ADVANCED MULCH INC		IAMWHOIAM, LLC	
3	**Group 3: Palm Beach County**	1	EA								
3.1	Item A: Mulch, bulk, delivered, red	11300	CY	$32.00	$361,600.00	**$27.00**	$305,100.00	$30.00	$339,000.00	$35.50	$401,150.00
3.2	Item B: Mulch, bulk, delivered, brown	800	CY	$32.00	$25,600.00	**$27.00**	$21,600.00	$30.00	$24,000.00	$35.50	$28,400.00
3.3	Item C: Mulch, bulk, delivered, gold	15000	CY	**$32.00**	$480,000.00	$35.00	$525,000.00	$45.00	$675,000.00	$35.50	$532,500.00
3.4	Item D: Mulch, bulk, delivered, Melaleuca	1000	CY	No Bid		**$27.00**	$27,000.00	No Bid		$40.50	$40,500.00
3.5	Item E: Mulch, bagged, delivered, red	1660	bags	**$2.70**	$4,482.00	No Bid		No Bid		$3.35	$5,561.00
3.6	Item F: Mulch, bagged, delivered, brown	2160	bags	**$2.70**	$5,832.00	No Bid		No Bid		$3.35	$7,236.00
3.7	Item J: Engineered wood fiber, bulk, installed per cubic yard	5700	CY	No Bid		**$48.00**	$273,600.00	No Bid		$155.00	$883,500.00
3.8	Item K: Playground safety wood chips, bulk, installed per cubic yard	800	cy	No Bid		No Bid		**$38.00**	$30,400.00	$155.00	$124,000.00
3.9	Item L: mulch, bulk, installed, red, per cubic yard	5000	cy	No Bid		**$30.00**	$150,000.00	$40.00	$200,000.00	$102.50	$512,500.00
3.10	Item M: mulch, bulk, installed, brown, per cubic yard	1500	CY	No Bid		**$30.00**	$45,000.00	$40.00	$60,000.00	$105.00	$157,500.00
3.11	Item N: mulch, bulk, installed, gold, per cubic yard	50	CY	No Bid		**$38.00**	$1,900.00	$60.00	$3,000.00	$105.00	$5,250.00

Lines	Attribute Name	FWR,LLC	East Coast Mulch	Advanced Mulch, Inc.	IAMWHOIAM, LLC
1	Delivery Time After Receipt of Order	10	4	7	3
2	Additional Items at Awarded Contract Price	90	4	7	60
3	Extension of prices, terms and conditions to other governmental entities	Yes	Yes	Yes	Yes
4	Conflict of Interest	No	No	No	No
5	Drug-Free Workplace	Yes	Yes	Yes	Yes
6	Vendor Certification Regarding Scrutinized Companies Lists (Any Dollor Amount)	Certified	Certified	Certified	Certified
7	Acknowledgement of Addenda	Yes	Yes	Yes	Yes
8	Terms & Conditions	Agree	Agree	Agree	Agree
1	Minimum Order		Bulk 100 yard min - Installed 25 yard min	50 cubic yards	Minimum Order for bags: 20 Pallets Minimum Order for Cubic Yards: 100 Cubic Yards
1	Minimum Order		Bulk 100 yard min - Installed 100 yard min	60 cubic yards	Minimum Order for bags: 20 Pallets Minimum Order for Cubic Yards: 100 Cubic Yards
1	Minimum Order		Bulk 100 yard min - Installed 25 yard min	50 cubic yards	Minimum Order for bags: 20 Pallets Minimum Order for Cubic Yards: 100 Cubic Yards

Docusign Envelope ID: B09C1405-E548-861B-80F2-9E6985EABBA7

Florida's Warmest Welcome

INVITATION TO BID
E-28-23

MULCH

OPENING: SEPTEMBER 14, 2023, 2:00:00 P.M.

Virtual Zoom Meeting
For access go to:

https://www.pompanobeachfl.gov/meetings

Docusign Envelope ID: B09C1405-E548-861B-80F2-9E6985EABBA7

Issued: September 7, 2023

CITY OF POMPANO BEACH, FLORIDA

INVITATION TO BID
E-28-23

MULCH

The City of Pompano Beach (the "City") is seeking bids from qualified companies/firms to establish annual Contracts for the purchase of mulch. Sealed bids for Invitation to Bid (ITB) **E-28-23, Mulch** will be received until **2:00:00 p.m. (local), September 14, 2023**. This is a cooperative ITB issued by the City of Pompano Beach Purchasing Division on behalf of the participating Southeast Florida Governmental Purchasing Cooperative (Cooperative) agencies for the purchase of each agency's respective estimated annual requirements for mulch products.

Bids must be submitted electronically through the eBid System on or before the due date and time as provided herein. A list of Bidders will be read aloud in a public forum. Bid openings are open to the public. Check the City's meetings page at https://pompanobeachfl.gov/pages/meetings. All Bidders and/or their representatives are invited to be present. Any bid received after the due date and time specified will not be considered. Any uncertainty regarding the time a bid is received will be resolved against the Bidder.

Bidders must be registered on the City's eBid System in order to view the bid documents and respond to this ITB. The ITB documents can be downloaded for free from the eBid System as a pdf at: https://pompanobeachfl.ionwave.net/CurrentSourcingEvents.aspx. The City is not responsible for the accuracy or completeness of any documentation the Bidder receives from any source other than from the eBid System. Bidder is solely responsible for downloading all required documents.

Once opened, the bids will be tabulated, evaluated, and presented to the appropriate City officials for Contract award.

There are three (3) sections in this Invitation for Bids: Specifications/Special Conditions, General Conditions, and Line Item Pricing. Please read all sections thoroughly. Complete the ITB in accordance with the instructions. Failure to do so may result in the rejection of your bid.

If you need any additional information regarding this ITB, please contact Jeff English, Purchasing Agent, at (954) 786-4098.

SECTION I - SPECIFICATIONS/SPECIAL CONDITIONS

A. Intent

The intent of this Invitation for Bids is to establish annual, open-end Contracts for the purchase of mulch delivered in bulk or in bags, or delivered and installed, as and when needed. The City of Pompano Beach is acting as the lead agency for the Cooperative, and this ITB includes the requirements of both the City and the participating agencies named herein. Any reference to a single agency or location will, in fact, be understood as referring to all participating agencies referenced in the documents unless specifically noted otherwise.

B. Contract Period

Initial Contract price resulting from this ITB shall remain fixed for a period of no less than twelve (12) months from the Contract's initial effective date, commencing upon award by the appropriate City officials.

The City reserves the right to renew this Contract for four (4) additional one-year periods subject to vendor acceptance, satisfactory performance, and determination that renewal will be in the best interest of the City. Except as set forth in the Cost Adjustment section, all terms, prices and conditions shall remain firm for the initial period of the Contract, and any renewal period.

The City may require additions or deletions of participating agencies, if a Contract renewal is considered. This may entail additional agencies and locations, and/or deletion of previous participating agencies. The Contractor shall serve all required additions or deletions, as requested by the City, according to the terms and conditions of the bid.

In the event delivery/service is scheduled to end because of the expiration of this Contract, the Contractor shall continue to deliver/service upon the request of the General Services Director. The extension period shall not extend for more than one hundred twenty (120) days beyond the expiration date of the existing Contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

C. Quantities

The total estimated annual quantity of each item is listed in the line item pricing section. No warranty or guarantee is given or implied as to the total amount to be purchased as a result of this Contract. The quantities provided in this Invitation for Bids are estimates of annual usage to be used for bid comparison purposes only. Mulch will be ordered as needed.

D. Basis of Award

Bidders may bid on any or all items. The primary Contract award will be made to the lowest responsive and responsible Bidder per item or per geographic group, or both, whichever is in the best interest of the City and Cooperative. The three geographic groups are Broward, Miami-Dade, and Palm Beach Counties. Alternate awards will be made to the other responsive and responsible Bidders per item or per geographic group, or both, to provide the City and Cooperative a source of supply should the primary contractor be unable to supply product when required. The City reserves the right to award by item with or without geographic group distinction. It is anticipated that most orders will be placed with the primary awardee for each item to achieve the lowest cost to the City and Cooperative.

E. Pricing

All prices bid shall be F.O.B. destination/delivered to each location, as specified on the individual order.

F. Cost Adjustment

Following the initial twelve (12) month period, the fixed prices may be adjusted upward or downward on a yearly basis to prices based on changes in the following pricing index:

Consumer Price Index (CPI), starting within most recent twelve (12) month period. It is the Contractor's responsibility to request any pricing adjustment under this provision. Adjustments to pricing bid for ITB E-28-23 pages 23 through 29 will be considered yearly on the Contract commencement anniversary date. For any adjustment to be considered, the Contractor's request for adjustment shall be submitted no less than ninety (90) calendar days prior to the anniversary date. The Contractor's adjustment request must not be in the excess of the relevant documented price indexes.

Any adjustment received after ninety (90) calendar days from the anniversary date may not be considered. The City reserves the right to negotiate lower pricing based on market research information or other factors that influence price. The City reserves the right to apply any reduction in pricing for the additional twelve (12) month period based on the downward movement of the applicable index.

It shall be further understood that the City reserves the right to reject any price adjustments submitted by the Contractor and/or to terminate the Contract with the Contractor based on such price adjustments. Any agreed upon increase shall not exceed 5% annually.

The Contractors' price shall be inclusive of all costs, charges, and fees involved in providing the specified product. Additional charges of any kind added to the invoice submitted by the Contractor is prohibited

G. Delivery

Bidders are to provide the number of calendar days after receipt of an order required for delivery. The City seeks a source of supply that will provide accurate and timely delivery. The Contractor must adhere to delivery schedules. If, in the opinion of the General Services Director, the Contractor(s) fail at any time to meet the requirements herein, including the delivery requirements, then, the Contract may be cancelled upon written notice. See Section II - General Conditions, (6) "Delivery", and (10) "Default", for additional information.

Each individual participating agency shall establish delivery requirements, delivery locations, and dates with the Contractor. The Contractor shall await release by the authorized contact person at each agency for all shipments. Contractors must agree to accept "blanket" purchase orders, with verbal or fax requests for partial shipments, if required by the participating entities.

H. Addenda

The issuance of a written addendum or posting of an answer in response to a question submitted using the Questions feature in the eBid System are the only official methods whereby interpretation, clarification, or additional information can be given. If an addendum is issued to this ITB, the addendum will be issued via the eBid System. It shall be the responsibility of each Bidder, prior to submitting its bid, to check the eBid System to determine if an addendum was issued and to make such addendum a part of its bid. An addendum will be posted to this ITB in the eBid System.

I. Current Contracts

Government entities listed as participants in this bid solicitation may have current contracts to purchase one or more of the items included in this bid. These agencies will place orders with the awarded Contractor(s), if additional product is needed, after the expiration of their current contract(s).

J. Participating Agencies/Contact Persons/Delivery Locations/Special Requirements

The following agencies are participating in this bid solicitation and the resulting contract:

1. **City of Boca Raton**, contact person Jeff Gomez, Purchasing Manager, (561) 393-7872.

   Mulch, bulk, delivered, red, est. annual quantity 5,300 cubic yards.

   Mulch, bulk, delivered, brown, est. annual quantity 800 cubic yards.

Mulch, bulk, delivered, Melaleuca, est. annual quantity 1,000 cubic yards.

Mulch, bagged, delivered, red, est. annual quantity 160 bags.

Mulch, bagged, delivered, brown, est. annual quantity 160 bags.

Fibar engineered wood fiber, bulk, installed, est. annual quantity 100 cubic yards.

Playground safety wood chips, installed, est. annual quantity 800 cubic yards.

Mulch, installed, red, est. annual quantity 4,500 cubic yards.

Deliveries/installation to various locations within the City.

2. **City of Boynton Beach**, contact person Chris Pinto, Purchasing Manager, (561) 742-6322.

   Mulch, bulk, delivered, brown, est. annual quantity 6,000 cubic yards.

   Mulch, bulk, delivered, gold, est. annual quantity 15,000 cubic yards.

   Mulch, bagged, delivered, brown, est. annual quantity 500 bags.

   Fibar engineered wood fiber, bulk, installed, est. annual quantity 5,000 cubic yards.

   Delivery location: 8020 Jog Rd., Boynton Beach, FL 33472

3. **City of Coral Gables,** contact Troy Hall, Golf Parks Superintendent, (305) 962-0310.

   Mulch, bulk, delivered, red, est. annual quantity 100 cubic yards.

   Mulch, bulk, delivered, gold, est. annual quantity 100 cubic yards.

   Mulch, bagged, delivered, red, est. annual quantity 1,000 bags.

   Mulch, bagged, delivered, brown, est. annual quantity 1,000 bags.

   Playground Safety Wood Chips, bulk, installed, est. annual quantity 150 cubic yards.

   Deliveries to various locations within the City.

4. **City of Coral Springs**, contact person Yasmin Teja, Purchasing Agent, (954) 344-1102.

   Mulch, bulk, delivered, brown, est. annual quantity 1,500 cubic yards.

Fibar engineered wood fiber, bulk, installed, est. annual quantity 700 cubic yards.

Mulch, installed, red, est. annual quantity 3,760 cubic yards.

Deliveries/installation to various locations within the City.

5. **City of Dania Beach**, contact Carl Kallediaran, Landscape Manager, (954) 924-6800, ext. 2745.

   Fibar engineered wood fiber, bulk, installed, est. annual quantity 400 cubic yards.

   Mulch, installed, red, est. annual quantity 1,260 cubic yards.

   Deliveries to 1201 Stirling Road, Dania Bch.

6. **Town of Davie**, contact person Kevin Montaldi, Superintendent, (954) 327-3943.

   Playground Safety Wood Chips, bulk, installed, est. annual quantity 400 cubic yards.

   Mulch, installed, red, est. annual quantity 200 cubic yards.

   Delivery and/or installation to various locations within the City.

7. **City of Deerfield Beach**, contact person Sandra Francis, (954) 480-4381.

   Fibar engineered wood fiber, bulk, installed, est. annual quantity 400 cubic yards.

   Mulch, installed, brown, est. annual quantity 3,400 cubic yards.

   Installation to various locations within the City.

8. **City of Delray Beach**, contact person Joel Burzynski, Purchasing Agent, (561) 243-7153.

   Mulch, bulk, delivered, red, est. annual quantity 2,500 cubic yards.

   Mulch, bulk, delivered, brown, est. annual quantity 4,000 cubic yards.

   Mulch, bagged, delivered, red, est. annual quantity 2,500 bags.

   Mulch, bagged, delivered, brown, est. annual quantity 4,000 bags.

   Mulch, bulk, delivered, Melaleuca, est. annual quantity 4,000 cubic yards.

Mulch, installed, red, est. annual quantity 2,500 cubic yards.

Mulch, installed, brown, est. annual quantity 4,000 cubic yards.

Playground Safety Wood Chips, installed, est. annual quantity 4,000 cubic yards.

Deliveries to various locations within the City.

9. **City of Fort Lauderdale**, contact person Robert Dexter, Parks Manager, (954) 828-5262.

   Mulch, bulk, delivered, red, est. annual quantity 400 cubic yards.

   Mulch, bagged, delivered, brown, est. annual quantity 11,700 bags

   Mulch, rubber, bagged, est. annual quantity 5 super sacks.

   Playground Safety Wood Chips, installed, est. annual quantity 1,340 cubic yards.

   Mulch, installed, brown, est. annual quantity 7,500 cubic yards.

   Deliveries to various locations within the City.

10. **City of Hallandale Beach**, contact person Robert Lowery, Procurement Assistant Director, (954) 457-1452.

    Mulch, bulk, installed, brown, est. annual quantity 2,000 cubic yards.

    Deliveries to various locations within the City.

11. **Town of Hillsboro Beach**, contact person Mac Serda, Town Manager, (954) 427-4011.

    Mulch, bagged, delivered, brown, est. annual quantity 300 bags

    Deliveries to 1210 Hillsboro Mile, Hillsboro Beach, FL 33062.

12. **City of Hollywood**, contacts: Joshua Collazo, Public Works Superintendent, (954) 249-8857.

    Mulch, bulk, delivered, red est. annual quantity 400 cubic yards.

    Mulch, bulk, delivered, brown est. annual quantity 600 cubic yards.

    Mulch, bagged, delivered, red, est. annual quantity 300 bags.

Mulch, bagged, delivered, brown, est. annual quantity 100 bags.

Mulch, Melaleuca, bagged, delivered, est. annual quantity 100 bags.

Mulch, Melaleuca, bulk, delivered, est. annual quantity 600 cubic yards.

Mulch, rubber, bagged, delivered, est. annual quantity 300 super sacks.

Fibar engineered wood fiber, bulk, installed, est. annual quantity 100 cubic yards.

Mulch, installed, red, est. annual quantity 200 cubic yards.

Mulch, installed, brown, est. annual quantity 2,100 cubic yards.

Playground Safety Wood Chips, bulk, delivered, estimated annual quantity 100 cubic yards.

Delivery/Installation to various locations within the City.

13. **Village of Key Biscayne**, contact person Todd Hofferberth, (305) 365-5947.

    Playground Safety Wood Chips, installed, est. annual quantity 400 cubic yards.

    Delivery locations: Village Green, 450 Crandon Blvd., and Key Biscayne K-8 School 601 Ridgewood Rd., Key Biscayne FL 33149.

14. **City of Lauderhill**, contact person Brian Picnic, Parks Deputy Director, (954) 730-3083.

    Mulch, bulk, delivered, red est. annual quantity 30 cubic yards.

    Mulch, bulk, delivered, brown est. annual quantity 30 cubic yards.

    Mulch, bulk, delivered, Melaleuca est. annual quantity 30 cubic yards.

    Mulch, bagged, delivered, red, est. annual quantity 1,000 bags.

    Mulch, Melaleuca, bagged, delivered, est. annual quantity 30 bags.

    Mulch, rubber, bagged, delivered, est. annual quantity 30 super sacks.

    Fibar engineered wood fiber, bulk, installed, est. annual quantity 30 cubic yards.

    Mulch, bagged, delivered, red, est annual quantity 25,200 bags.

Playground Safety Wood Chips, installed, est. annual quantity 1,030 cubic yards.

Mulch, installed, red, est. annual quantity 1,000 cubic yards.

Delivery location: 2101 NW 49th Ave. Installations to various City locations.

15. **City of Margate**, contact person Spencer Shambray, Purchasing Manager, (954) 935-5341.

    Mulch, gold, bulk, delivered, est. annual quantity 168 cubic yards.

    Delivery location: 102 N Rock Island Rd., Margate.

16. **City of Miami**, contact person Carl Springer, Parks Superintendent(305) 960-3007.

    Mulch, bagged, delivered, red, est. annual quantity 16,000 bags.

    Delivery location: 1950 NW 12th Ave., Miami, FL 33136.

17. **City of Miami Beach**, contact Alex Dennis, Procurement Officer, (305) 673-7490.

    Mulch, bulk, delivered, red, est. annual quantity 40 cubic yards.

    Mulch, bagged, delivered, brown, est. annual quantity 240 bags

    Mulch, bulk, installed, brown, est. annual quantity 500 cubic yards.

    Deliveries to 2100 Meridian Ave., and installation to various City locations.

18. **City of North Lauderdale**, contact person Sam May, Public Works Director, (954) 742-7070.

    Mulch, bulk, delivered, red, est. annual quantity 40 cubic yards.

    Fibar engineered wood fiber, bulk, installed, est. annual quantity 450 cubic yards.

    Mulch, installed, brown, est. annual quantity 300 cubic yards.

    Mulch, installed, red, est. annual quantity 200 cubic yards.

    Deliveries/installation to various locations within the City.

19. **City of North Miami Beach**, contact person Shereece George, Chief Procurement Officer, (305) 948-2946, ext. 2629.

Mulch, bagged, delivered, brown, est. annual quantity 8,200 bags.

Deliveries to various locations within the City.

20. **City of Oakland Park**, contact Lisa Bishop Hill, Public Works Manager, (954) 630-4518.

    Mulch, Melaleuca, bagged, delivered, est. annual quantity 21,120 bags.

    Playground Safety Wood Chips, installed, est. annual quantity 350 cubic yards.

    Deliveries to City Maintenance Compound, 3650 N.E. 12th Avenue, Oakland Park.

21. **City of Parkland**, contact: Anthony Scerbo, Public Works Superintendent, (954) 757-4187.

    Mulch, bulk, delivered, brown est. annual quantity 120 cubic yards.

    Mulch, bulk, delivered, Melaleuca est. annual quantity 36 cubic yards.

    Mulch, bagged, delivered, brown, est. annual quantity 240 bags.

    Mulch, Melaleuca, bagged, delivered, est. annual quantity 120 bags.

    Playground Safety Wood Chips, installed, est. annual quantity 240 cubic yards.

    Mulch, installed, brown, est. annual quantity 360 cubic yards.

    Delivery/Installation to various locations within the City.

22. **City of Pompano Beach**, contact person Jeff English, Purchasing Agent, (954) 786-4098.

    Mulch, bulk, delivered, red estimated annual quantity 3,500 cubic yards.

    Mulch, bulk, delivered, brown estimated annual quantity 3,500 cubic yards.

    Playground Safety Wood Chips, installed, est. annual quantity 500 cubic yards.

    Deliveries to various locations within the City.

K. Detail Specifications

1. General Wood Mulch Specifications

a. Mulch shall be of the recycled, dyed variety and shall be free of sand, dirt, CCA treated lumber, seed, and other foreign matter. Size shall not exceed three inches (3").

b. Colors required: Red, Brown, and Gold.

2. Mulch, Bulk, Delivered

a. Mulch product to be as specified above.

b. Delivered in bulk and unloaded (dumped).

c. Bidder to state size of truckload (cubic yards), and minimum order.

3. Mulch, Bagged, Delivered

a. Mulch product to be as specified above.

b. Mulch to be supplied in two (2) cubic foot bags. Bags to be water-resistant, delivered on pallets. There shall be no charge for pallets pending their return. Bidder to state number of bags per pallet.

c. Delivered, pallets unloaded.

4. Mulch, Bulk, Installed

a. Mulch product to be as specified above.

b. The Contractor must have the ability to install a minimum of twenty (20) cubic yards within an eight (8) hour period.

The Contractor shall be fully responsible for the performance of its company/firm and completion of all work as outlined in these specifications. The Contractor shall employ sound horticultural practices and methods standard in the industry. Supervision of personnel shall be conducted in a competent and professional manner. All personnel shall wear uniforms bearing the company/firm name and all vehicles shall be likewise identifiable.

When working in traffic arterial medians, personnel are required to wear safety vests. Proper safety signage, such as "Men Working Ahead", cones, flagmen or other warning devices shall be used to alert motorists of work in the area. All signs shall be temporary and must be in accordance with the Florida Department of Transportation's Manual on Uniform Traffic Control Devices and Safe Practices. OSHA standards shall be

utilized where applicable. Installed price must include M.O.T. on roadways.

Any damage to public and/or private property, including the road, facilities, services, utilities, irrigation lines, or vegetation caused by the action of the Contractor shall be repaired or replaced at the expense of the Contractor to the satisfaction of the customer. Failure to restore said property within three (3) working days following notification will result in a deduction from the vendor's invoice of customer expenses incurred through the execution of appropriate labor, material, and equipment use or rental to restore the property to its original condition.

All equipment shall be maintained in an efficient and safe operating condition while performing work under the Contract. Equipment shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the City shall direct the Contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the customer. The Contractor shall be responsible and liable for injury to persons caused by the operation of the equipment.

c. Installation Specifications

The Contractor shall be fully responsible for confirming the amount of mulch needed, coordinating delivery to the site, and for all transportation costs.

The Contractor must coordinate all work with the designated customer contact. The designated customer contact reserves the right to inspect each truckload of material that is delivered to the job site prior to the material being unloaded. The Contractor shall meet with the designated customer contact prior to installation in order to discuss unusual needs in the area of work to be performed that day.

Mulch shall be uniformly distributed at a minimum depth of three inches (3") to a maximum depth of four inches (4") around all trees and shrubs within the maintenance area. Mulch shall extend outward for a minimum of two feet (2') to a maximum of four feet (4'), from all shrubs and trees. A three to six-inch (3"- 6") band, free of mulch, shall be maintained around the tree trunks and shrubs. Mulch shall be pulled back from the base of shrubs and groundcovers.

Mulching shall be completed within thirty (30) calendar days following receipt of order unless otherwise specified on written purchase order. Should the Contractor encounter any problems that might cause a delay in

mulch installation, it shall notify the designated customer contact within two (2) hours.

Sidewalks, paved areas, and sodded areas shall be left free of mulch at time of job completion.

5. Melaleuca Mulch Specifications

   a. During processing, raw materials shall be stacked and stored in curing piles for no less than 120 days.

   b. Mulch shall be made entirely from the above ground portion wood and bark of the Melaleuca Quinquenervia Tree. It shall not contain more than 10% (by volume) bark and shall not contain roots or root pieces. Shreds and chips shall not be larger than 3/4 inch diameter and 1 1/2 inch in length. Mulch shall be free of weed seeds, soil and on other organic or inorganic material.

   c. Prior to its final processing, mulch will have been inspected and certified by the Florida Department of Agriculture and Consumer Services, Division of Plant Industry, as free of burrowing nematodes. All proofs of delivery shall bear the official State of Florida stamp of inspection and verification.

   d. Melaleuca mulch to be supplied in bulk, and in two (2) cubic foot bags. Bags to be water-resistant, delivered on pallets. There shall be no charge for pallets pending their return. Bidder to state number of bags per pallet.

6. Rubber Mulch Specifications

   a. For playground use, meeting Americans with Disabilities Act (ADA) and American Society for Testing and Materials **(**ASTM) standards. Various standard colors.

   b. To be furnished in “super sacks”, 2,000 pounds per sack.

7. Certified Playground Safety Wood Chips Specifications

   a. Mulch shall be made entirely from Pine and other Hardwoods and shall be free of sand, dirt, CCA treated lumber, seed, and other foreign matter. Shreds and chips shall not be larger than 3/4-inch diameter and 1 1/2 inch in length. Must meet all the requirements of ASTM F1292 for safety, F2075 for purity, and F1951 for wheelchair access. All testing certified by the International Play Equipment Manufacturers Association (IPEMA).

Mulch shall be delivered in bulk. If installation is requested, delivery trucks must be capable of installing mulch into playground areas through use of hoses attached to blown in place systems on the trucks.

b. Installation of Playground Chips

Mulch shall be installed by being blown into place through hoses connected to the delivery truck.

The contractor shall be fully responsible for confirming the amount of mulch installed, coordinating delivery to the site, and for all transportation costs.

The Contractor must coordinate all work with the designated customer contact. The designated customer contact reserves the right to inspect each truckload of material that is delivered to the job site prior to the material being unloaded. The Contractor shall meet with the designated customer contact prior to installation in order to discuss unusual needs in the area of work to be performed that day.

Mulch shall be uniformly distributed in the playground area, to bring the upper surface to the height designated by the designated customer contact. The designated customer contact will designate the depth and/or cubic yards to be installed at each location. Access to playgrounds may be limited. Trucks must have sufficient length of hose to provide installation to an area 250 feet from truck.

8. Fibar Engineered Wood Fiber (EWF) Specifications

a. Fibar is made only from virgin wood. Fibar EWF meets all the requirements of ASTM F1292 for safety, F2075 for purity, and F1951 for wheelchair access. All testing certified by the International Play Equipment Manufacturers Association (IPEMA).

Fibar is to be delivered in bulk, or installed, as requested. All installation specifications detailed herein apply to this product.

Fibar is manufactured by The Fibar Group, LLC; contact information: info@fibar.com, telephone (800) 342-2721, 80 Business Park Drive, Armonk, New York, 10504.

L. Relevant Project Experience

For mulch installation, Bidders shall show specific project experience as a Prime Contractor for a minimum of three projects within the last three years of similar or greater complexity and cost. Reference contact information must be furnished for all mulching projects claimed as relevant experience under this requirement including: Project Name,

the customer for whom the project was done, total project cost, when the project commenced and was completed, project manager with phone number. Include reference information with bid. IPEMA certification shall be submitted with bid.

M. Insurance

Contractor shall not commence services under the resulting Contract until certification or proof of insurance detailing terms and provisions have been received and approved in writing by the City's Risk Manager. If you are responding to this ITB and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Division of the General Services Department at (954) 786-4098. If the Contract has already been awarded, please direct any inquiries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/Contract.

Contractor is responsible to deliver to the City for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the City as an additional insured on all such coverage. **Such policy or policies shall be issued by United States Treasury approved companies/firms authorized to do business in the State of Florida. The policies shall be written on forms acceptable to the City's Risk Manager, meet a minimum financial A.M. Best and Company rating of no less than Excellent, and be part of the Florida Insurance Guarantee Association Act. No changes are to be made to these specifications without prior written approval of the City's Risk Manager.**

Throughout the term of the Contract, the City, by and through its Risk Manager, reserves the right to review, modify, reject or accept any insurance policies required by this Contract, including limits, coverages or endorsements. City reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as the City's review or acceptance of insurance maintained by the Contractor, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by the Contractor under the resulting Contract.

Throughout the term of the Contract, the Contractor and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements:

1. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company/firm (number of employees) or the state in which the work is to be performed or of the state in which the Contractor is obligated to pay compensation to employees engaged in the performance of the work. The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

2. Liability Insurance.

(a) Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from the Contractor's negligent acts or omissions in connection with the Contractor's performance under this Contract.

(b) Such Liability Insurance shall include the following checked types of insurance and indicated minimum policy limits.

	Type of Insurance	**Limits of Liability**
	GENERAL LIABILITY:	Per Occurrence Aggregate
	* Policy to be written on a claims occurrence basis	
		$1,000,000 $2,000,000
XX	comprehensive form	bodily injury and property damage
__	premises - operations	bodily injury and property damage
	explosion & collapse hazard	
	underground hazard	
XX	products/completed operations hazard	bodily injury and property damage combined
XX	contractual insurance	bodily injury and property damage combined
XX	broad form property damage	bodily injury and property damage combined
XX	Independent Contractors	personal injury
XX	personal injury	
__	CG2010	ongoing operations (or its' equivalent)
__	CG 2037	completed operations (or its' equivalent)
__	sexual abuse/molestation	Minimum $1,000,000 Per Occurrence and Aggregate

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	AUTOMOBILE LIABILITY:	Minimum $1,000,000 Per Occurrence and Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.
XX	comprehensive form	
XX	owned	
XX	hired	
XX	non-owned	

REAL & PERSONAL PROPERTY

* Policy to be written on a claims occurrence basis

__ comprehensive form Agent must show proof it has this coverage.

EXCESS / UMBRELLA LIABILITY		Per Occurrence	Aggregate
* Policy to be written on a claims occurrence basis			
excess/umbrella	bodily injury and property damage combined	$5,000,000	$5,000,000

PROFESSIONAL LIABILITY	Per Occurrence	Aggregate
* Policy to be written on a claims made basis		
professional liability	$1,000,000	$1,000,000

(c) If Professional Liability Insurance is required, Bidder agrees the indemnification and hold harmless provisions of the Contract shall survive the termination or expiration of the Contract for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

ENVIRONMENTAL / POLLUTION LIABILITY		Per Occurrence	Aggregate
* Policy to be written on a claims-made basis			
XX	environmental/pollution liability	$1,000,000	$1,000,000

CYBER LIABILITY	Per Occurrence	Aggregate
* Policy to be written on a claims occurrence basis		
	$1,000,000	$1,000,000

__ Network Security / Privacy Liability
__ Breach Response / Notification Sublimit (minimum limit of 50% of policy aggregate)
__ Technology Products E&O - $1,000,000 (only applicable for vendors supplying technology related services and or products)
__ Coverage shall be maintained in effect during the period of the Contract and for not less than four (4) years after termination/ completion of the Contract.

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3. Employer's Liability. Contractor and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars ($100,000.00) per employee, Five Hundred Thousand Dollars ($500,000) per aggregate.

4. Policies: Whenever, under the provisions of the Contract, insurance is required of the Contractor, the Contractor shall promptly provide the following:

a) Certificates of Insurance evidencing the required coverage;

b) Names and addresses of firms providing coverage;

c) Effective and expiration dates of policies; and

d) A provision in all policies affording City thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

5. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company/firm shall provide thirty (30) days written notice to the City.

6. Waiver of Subrogation. Contractor hereby waives any and all right of subrogation against the City, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss Contract to waive subrogation without an endorsement, then, Contractor shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an Contract on a pre-loss basis.

The certification or proof of insurance must contain a provision for notification to the City ten (10) days in advance of any material change in coverage or cancellation.

The Contractor shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of Contract. Certificate(s) to be issued to City of Pompano Beach, Attention Risk Manager, 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060.

N. Questions And Communication

All questions regarding the ITB are to be submitted using the Questions feature in the eBid System. Questions must be received at least two (2) calendar days before the scheduled ITB opening. Oral and other interpretations or clarifications will be without legal effect. Addenda will be posted to the ITB in the eBid System, and it is the Bidder's responsibility to obtain all addenda before submitting a response to the ITB.

SECTION II - GENERAL CONDITIONS

1. Submission and Receipt of Bids

1.1. Bidders must use the forms furnished by the City.

1.2. Bids must submit their response via the eBid System.

1.3. It will be the sole responsibility of the bidder to have their bid submitted via the eBid system before the closing hour and date shown for receipt of bids.

1.4. Bidder's response shall not contain any alternation to the document posted other than entering data in spaces provided or including attachments as necessary.

1.5. By submission of a response, Bidder affirms that a complete set of bid documents was obtained from the eBid System and no alteration of any kind has been made to the solicitation.

1.6. Late bids will not be considered.

1.7. Bids transmitted by email or facsimile will not be accepted.

2. Completion of Bid Forms

Bidder is to enter information into the eBid System and upload any required attachments and forms as specified in the solicitation.

3. Electronic Signature

Bidder acknowledges that the user identification, password, entry of the user's full name, and entry of the user's email address serves as their unique electronic signature for all bid responses and submissions as provided by 668.001, Fla. Stat. et. seq. Bidder further agrees that only individuals with signature authority will submit a response.

4. Prices to be Firm

Bidder certifies that prices, terms and conditions in the bid will be firm for acceptance for a period of ninety (90) days from the date of bid opening unless otherwise stated by the City. Bids may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Bids may be withdrawn after ninety (90) days only upon written notification to the City.

5. Extensions

If there is an error in extensions (mathematical calculations), unit prices will prevail.

6. Delivery

6.1. All items are to be bid F.O.B. delivered with freight charges prepaid and included, to designated addresses as specified by the City on its purchase order(s) or in letter(s) of authorization.

6.2. Bidder must state specific number of calendar days required for delivery of each item bid in attribute in the eBid System for consideration of award of this bid.

6.3. Delivery time will be a factor for any orders placed as a result of this bid. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default. (See Section 10.)

7. Electronic Bid Considered an Offer

This electronic bid submitted via the eBid System is considered an offer on the part of the bidder, which offer shall be considered accepted upon approval by the City Commission of the City of Pompano Beach (if required). The City of Pompano Beach will issue a purchase order or a letter of authorization to the successful bidder, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein.

In the event of default on the part of the bidder after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

8. Quality

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality and highest grade workmanship unless otherwise specified in this bid by the City.

9. Brand Names

Whenever proprietary names are used, (whether or not followed by the words "or approved equal"), the item(s) will be subject to acceptance and/or approval by authorized City personnel, and said personnel will deem it their prerogative to select the item(s) which are lowest bid, item by item, meeting specifications from the information furnished by the bidder with the bid and/or sample inspection or testing of the item(s) called for herein.

10. Default Provisions

In the event of default by the bidder, the City reserves the right to procure the item(s) bid from other sources and will hold the bidder responsible for excess costs incurred as a result. A contractor who defaults on a City contract may be banned from doing business with the City for a period of 36 months from the date of default.

11. Samples

Samples, when requested, must be furnished at, or before, bid opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at bidder's request, be returned within thirty (30) days of bid award at bidder's expense. If requested by the City, samples and/or inspection of like items are to be made available in the southeast Florida area.

12. Acceptance of Materials

The material delivered as a result of this bid shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance

with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.

13. Manufacturers' Certifications

The City reserves the right to obtain separate manufacturer certification of all statements made in the bid.

14. Copyrights and Patent Rights

Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this bid, and successful bidder agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

15. Laws and Regulations

All applicable laws and regulations of the Federal government, the State of Florida, and ordinances of the City of Pompano Beach will apply to any resulting bid award.

16. Taxes

The City of Pompano Beach is exempt from any taxes imposed by the State and Federal government. Exemption certificates will be provided upon request. State sales tax exemption certificate #85 8012621672C-6 and Federal exemption tax #59 74 0083K apply and appear on each purchase order.

17. Conflict of Instructions

If a conflict exists between the General Conditions and instructions contained herein, and the Specific Conditions and instructions contained herein, the specifics shall govern.

18. Exceptions to Specifications

For purposes of evaluation, bidder must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the bidder that are required to be signed by the City. If exceptions are not stated by the bidder, in his bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions are to be listed by the bidder on an attachment included with his bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

19. Warranties

The City of Pompano Beach will not accept any disclaimer of the warranties of merchantability and fitness for a particular purpose for the product(s) offered. Proposals will clearly state any additional warranties and guarantees against defective materials and workmanship. A copy of the complete manufacturer's warranty statement is to be submitted with the bid.

20. Retention of Records and Right to Access Clause

The successful bidder shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five (5) years after termination of this contract; or if an audit has been initiated and audit findings have not been resolved at the end of these five (5) years, the records shall be retained until resolution of audit finding.

21. Qualifications/Inspection

Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The General Services Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.

22. Anti-collusion Statement

By submitting this bid, the bidder affirms that this bid is without previous understanding, agreement, or connection with any person, business, or corporation submitting a bid for the same materials, supplies, or equipment, and that this bid is in all respects fair, and without collusion or fraud.

Additionally, bidder agrees to abide by all conditions of this bid and certifies that they have the legal authority to submit this bid on behalf of the named Bidder. In submitting a bid to the City of Pompano Beach, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Pompano Beach all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Pompano Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.

23. Indemnification

Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.

24. Reservation for Rejections and Award

The City reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The

City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified.

25. Interpretations

Any questions concerning the conditions and specifications contained in this bid should be submitted in writing and received by the Purchasing Division no later than seven (7) calendar days prior to the bid opening. The City of Pompano Beach shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

26. Failure to Respond

If you elect not to bid, please return enclosed "Statement of No Response" form by the bid due date, and state your reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Response" form, may result in your name being removed from our notification list.

27. Bid Tabulations

Tabulations are posted to the Purchasing page of the City's website. Bidders who wish to receive a copy of the bid tabulation should request it by enclosing a stamped, self addressed envelope with their bid, or by requesting a tabulation be sent to their fax machine. Bid results will not be given out by telephone. The City does not notify unsuccessful bidders of contract awards.

28. Assignment

Successful bidder may not assign or transfer this contract, in whole or part, without prior written approval of the City of Pompano Beach.

29. Termination for Convenience of City

Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to the successful bidder, the City may without cause and without prejudice to any other right or remedy, terminate the agreement for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the agreement is terminated for the convenience of the City the notice of termination to the successful bidder must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of the termination. Upon receipt of such notice, the contractor shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding sub-contractors and purchase orders to the extent that they relate to the terminated portion of the contract and refrain from placing further orders and subcontracts except as they may be necessary, and complete any continued portions of the work.

30. Public Entity Crimes

In accordance with Florida State Statute 287.133 (2)(a): A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

31. Governing Procedures

This bid is governed by the applicable sections of the City's General Services Procedures Manual. A copy of the manual is available for review at the City Purchasing office.

32. Identical Tie Bids

In accordance with Section 287.087, State of Florida Statutes, 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 for the procurement of commodities or contractual service, 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 employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States of any State, for a violation occurring in the workplace no later than five (5) days after such conviction.

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

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

33. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if bidder offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D.

34. Optional Contract Usage

As provided in Section 287.042(17), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.

35. Non Discrimination

There shall be no discrimination as to race, color, religion, gender, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for, or purchase of, goods or services, or the subcontracting of work in performance of this contract.

36. Notice To Contractor

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

37. Costs Incurred by Bidders

All expenses associated with the preparation and/or presentation and submission of bids to the City, or any work performed in connection therewith, shall be the sole responsibility of the Bidder and shall not be reimbursed by the City.

38. Public Records

1) Any material submitted in response to this solicitation will become a public document pursuant to Section 119.071, Florida Statutes. This includes material which the responding bidder/proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.071, Florida Statutes.

2.1) The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

b. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City;

d. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

e. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

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

CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com

2.2) The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth herein.

SECTION III – BID LINE ITEM PRICING

BID LINE ITEM PRICING MUST BE SUBMITTED ELECTRONICALLY USING THE CITY'S EBID SYSTEM.

Group 1: Broward County

Line	Item	Quantity	Description	Unit Price	Total
1	A	2,507 cubic yards	mulch, bulk, delivered, red	$_____/cy	$_____
			# of yards per truckload: _____		
			minimum order: _____		
2	B	5,650 cubic yards	mulch, bulk, delivered, brown	$_____/cy	$_____
			# of yards per truckload: _____		
			minimum order: _____		
3	C	168 cubic yards	mulch, bulk, delivered, gold	$_____/cy	$_____
			# of yards per truckload: _____		
			minimum order: _____		
4	D	4,066 cubic yards	mulch, bulk, delivered, Melaleuca	$_____/cy	$_____
			# of yards per truckload: _____		
			minimum order: _____		
5	E	5,000 bags	mulch, bagged, delivered, red	$_____/bag	$_____
			# of bags per pallet: _____		
			minimum order: _____		

6	F	6,040 bags	mulch, bagged, delivered, brown	$_____/bag	$_____
			# of bags per pallet: _____		
			minimum order: _____		
7	G	3,000 bags	mulch, bagged, delivered, gold	$_____/bag	$_____
			# of bags per pallet: _____		
			minimum order: _____		
8	H	21,270 bags	mulch, bagged, delivered, Melaleuca	$_____/bag	$_____
			# of bags per pallet: _____		
			minimum order: _____		
9	I	30 super sacks	mulch, rubber, bagged, delivered	$_____/super sack	$_____
			# of bags per pallet: _____		
			minimum order: _____		
10	J	6,580 cubic yards	engineered wood fiber, bulk, installed	$_____/cy	$_____
			minimum order: _____		
11	K	6,020 cubic yards	playground safety wood chips, bulk, installed	$_____/cy	$_____
			minimum order: _____		
12	L	5,400 cubic yards	mulch, bulk, installed, red, per cubic yard	$_____/cy	$_____
			minimum order: _____		

13	M	5,400 cubic yards	mulch, bulk, installed, brown, per cubic yard	$_____/cy	$_____
			minimum order: _____		
14	N	2,550 cubic yards	mulch, bulk, installed, gold, per cubic yard	$_____/cy	$_____
			minimum order: _____		

Group 2: Miami-Dade County

Line	Item No.	Quantity	Description	Unit Price	Total
1	A	100 cubic yards	mulch, bulk, delivered, red	$_____/cy	$_____
			# of yards per truckload: _____		
			minimum order: _____		
2	B	900 cubic yards	mulch, bulk, delivered, brown	$_____/cy	$_____
			# of yards per truckload: _____		
			minimum order: _____		
3	C	100 cubic yards	mulch, bulk, delivered, gold	$_____/cy	$_____
			# of yards per truckload: _____		
			minimum order: _____		
4	E	17,000 bags	mulch, bagged, delivered, red	$_____/bag	$_____
			# of bags per pallet: _____		
			minimum order: _____		
5	F	8,440 bags	mulch, bagged, delivered, brown	$_____/bag	$_____
			# of bags per pallet: _____		
			minimum order: _____		

6	G	1,000 bags	mulch, bagged, delivered, gold	$_____/bag	$_____
			# of bags per pallet: _____		
			minimum order: _____		
7	K	550 cubic yards	Playground Safety Wood Chips, bulk, installed	$_____/cy	$_____
			minimum order: _____		
8	M	500 cubic yards	mulch, bulk, installed, brown	$_____/cy	$_____
			minimum order: _____		

Group 3: Palm Beach County

Line	Item	Quantity	Description	Unit Price	Total
1	A	11,300 cubic yards	mulch, bulk, delivered, red	$_____/cy	$_____
			# of yards per truckload: _____		
			minimum order: _____		
2	B	800 cubic yards	mulch, bulk, delivered, brown	$_____/cy	$_____
			# of yards per truckload: _____		
			minimum order: _____		
3	C	15,000 cubic yards	mulch, bulk, delivered, gold	$_____/cy	$_____
			# of yards per truckload: _____		
			minimum order: _____		
4	D	1,000 cubic yards	mulch, bulk, delivered, Melaleuca	$_____/cy	$_____
			# of yards per truckload: _____		

			minimum order: _____		
5	E	1660 bags	mulch, bagged, delivered, red	$_____/bag	$_____
			# of bags per pallet: _____		
			minimum order: _____		
6	F	2,160 bags	mulch, bagged, delivered, brown	$_____/bag	$_____
			# of bags per pallet: _____		
			minimum order: _____		
7	J	5,700 cubic yards	Engineered Wood Fiber, bulk, installed	$_____/cy	$_____
			minimum order: _____		
8	K	800 cubic yards	Playground Safety Wood Chips, bulk, installed	$_____/cy	$_____
			minimum order: _____		
9	L	5,000 cubic yards	mulch, bulk, installed, red	$_____/cy	$_____
			minimum order: _____		
10	M	1,500 cubic yards	mulch, bulk, installed, brown	$_____/cy	$_____
			minimum order: _____		
11	N	50 cubic yards	mulch, bulk, installed, gold	$_____/cy	$_____
			minimum order: _____		

ATTRIBUTES

REQUESTED INFORMATION BELOW IS ON THE ATTRIBUTES TAB FOR THE BID IN THE EBID SYSTEM. PROVIDE THIS INFORMATION ELECTRONICALLY.

Acknowledgment of the following Addenda is noted:
Addendum Number(s)_____ Date(s) Issued _____

Delivery time after receipt of order _____ calendar days.

If awarded the Contract resulting from this bid, will your company/firm agree to sell additional items at the awarded Contract price? If so state the time period in calendar days applicable for such additional purchases: _____

If awarded the Contract resulting from this bid, will your company/firm agree to extend the same prices, terms and conditions to other governmental entities? (Note -- Optional, Agreement not required for Contract award.)

Yes_____ No_____

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Vendor Name: _____

Vendor FEIN: _____

Section 215.4725, Florida Statutes, prohibits agencies from contracting (at any dollar amount) with companies on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel. As the person authorized to sign electronically on behalf of Respondent, I hereby certify by selecting the box below that the company/firm responding to this solicitation is not listed on the Scrutinized Companies that Boycott Israel List. I also certify that the company/firm responding to this solicitation is not participating in a boycott of Israel, and is not engaged in business operations in Syria or Cuba. I understand that pursuant to sections 287.135 and 215.4725, Florida Statutes, the submission of a false certification may subject company/firm to civil penalties, attorney's fees, and/or costs.

I Certify



Conflict of Interest: For purposes of determining any possible conflict of interest, all Bidders must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". (Note: If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.)

Yes ____ No ____

Drug-Free Workplace: Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, 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. If Bidder's company/firm has a Drug-free Workplace Program as outlined in General Conditions, section 32., so certify below:

Bidder has a drug-free workplace program? Yes ____ No _____

Legislation Details (With Text)

File #:	26-553 **Version:** 1	**Name:**	
Type:	Resolution / Consent Agenda	**Status:**	Passed
File created:	9/23/2026	**In control:**	City Commission
On agenda:	10/13/2026	**Final action:**	10/13/2026
Title:	A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A THIRD EXTENSION BETWEEN THE CITY OF POMPANO BEACH AND EAST COAST MULCH CORP. TO PURCHASE MULCH PRODUCTS AS NEEDED; PROVIDING AN EFFECTIVE DATE. (Fiscal Impact: N/A)		
Sponsors:			
Indexes:			
Code sections:			
Attachments:	1. City Attorney's Comm. 2026-816.pdf, 2. 2026-217 - Resolution.pdf, 3. East Coast Mulch Corp. - 3rd Extension ID #13287.pdf		

Date	Ver.	Action By	Action	Result
10/13/2026	1	City Commission		

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A THIRD EXTENSION BETWEEN THE CITY OF POMPANO BEACH AND EAST COAST MULCH CORP. TO PURCHASE MULCH PRODUCTS AS NEEDED; PROVIDING AN EFFECTIVE DATE.
(Fiscal Impact: N/A)

(**Staff Contact:** Rob McCaughan)

Summary Explanation/Background:
This third extension to ITB E-28-23 for mulch extends the term one (1) additional one-year period, until September 25, 2027. Products included in this ITB are mulch made of recycled wood dyed brown and red, and engineered wood fiber, delivered or installed. The City issued this ITB as the lead agency for the South Florida Governmental Purchasing Cooperative (Cooperative), on behalf of the City and twenty (20) other governmental agencies.

Origin of request for this action: Staff
Fiscal impact and source of funding: N/A

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/21/2025

Approve the annual expenditure and authorize the Mayor to sign the renewal amendments for RFPs/Bids and/or piggybacks for the procurement of services and/or commodities as described in Exhibit A for October 21, 2025 - " Request for Extensions and/or Piggybacks."

Requested Action: Staff recommends approval of this expenditure and execution of renewal amendments.

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 a result of formal solicitations; and to piggyback governmental contracts. Options to extend or renew are noted in the "Agenda Request Item" presented to the Commission as part of the initial approval process. Procurement seeks to provide an accurate and efficient method to keep the Commission informed of pending renewal amendments and the anticipated expenditure by reducing the paperwork of processing each renewal amendment and/or extension individually and summarizing the information in Exhibit A (as required).

VENDOR (S)	DESCRIPTION OF SOLICITATION	SOLICITATION NUMBER	RENEWAL TERM	AMOUNT
East Coast Mulch	Mulch	Piggyback SE Florida Governmental Purchasing Cooperative Group Bid No E-28-23 COBB No. PW24-016	September 26, 2025 - September 25, 2026	Annual Estimated Expenditure $150,000

How will this affect city programs or services? The renewal(s) will be used for those solicitations, contracts/agreements, and piggybacks that are renewed/extended with the same terms and conditions as the initial award.

Budgeted Item: Yes

Account Line Item and Description: See attached Bid and Piggyback Report - Exhibit A.

Fiscal Impact: Funds have been budgeted under line items and noted in the attached Exhibit A.

Attachments:
Amendment Request for Bid Extensions - October 21 2025 Report - Exhibit A.docx
E-28-23 - East Coast Mulch - Mulch-Renewal -2 Co-op Package 2.7% Increase
Mulch Agenda Item - 11-7-2023.pdf
E-28-23_Renewal_-1_East_Coast_Mulch.pdf
E-28-23_Tabulation_Renewal-1. Mulch
Commission Agenda - September 23 2024.pdf

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 11/ 7/2023

East Coast Mulch- Annual Expenditure.

Requested Action:

Approve an annual expenditure for East Coast Mulch in the amount of $150,000 for parks, playgrounds, medians, and various City buildings/facilities utilizing the Southeast Governmental Purchasing Cooperative Group contract award #E-28-23 for the period of the contract, which expires on September 25, 2024. The City of Boynton Beach is a participating cooperative group agency.

Explanation of Request:
The Public Works Department is requesting an annual expenditure in the amount of $150,000 with vendor East Coast Mulch for parks, medians, playgrounds, and various City buildings/facilities where mulch is needed, utilizing the Southeast Governmental Purchasing Cooperative Group, lead agency is City of Pompano Beach Contract E-28-23.

The City of Boynton Beach participates in the SE Florida Governmental Purchasing Cooperative Group to secure goods and services at competitive pricing due to the quantities required for multiple municipalities. In addition the cooperative purchasing allows all of the participating Cities to seek economies of scale.

The City will assign East Coast Mulch to blow in mulch at the City parks, playgrounds, and various City buildings/facilities. The playgrounds must have ADA mulch in order to be compliant and uphold safety standards. The City parks will be mulched to maintain weed control and enhance aesthetics.

How will this affect city programs or services?

This will assist in enhancing the City's aesthetics and the City's preventative maintenance programs in regards to mulching and playground surfacing.

Fiscal Impact:

This has been budgeted within the Parks and Grounds Division.

Attachments:
Southeast Florida Governmental Contract E-28-23 - Exp 09-25-24.pdf

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/20/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Heath Hindman	
Brown & Brown Insurance Services, Inc. 1661 Worthington Rd Ste 175 West Palm Beach FL 33409	PHONE (A/C, No, Ext): (561) 686-2266	FAX (A/C, No): (561) 686-2313
	E-MAIL ADDRESS: heath.hindman@bbrown.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
East Coast Mulch Corp P.O. Box 1352 Jupiter FL 33468	INSURER A : Southern-Owners Insurance Company	10190
	INSURER B : Silver Oak Casualty, Inc.	26869
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 25-26 Master COI **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:	Y		72138763-25	12/07/2025	12/07/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Hired & Non Owned Auto	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION $ 10,000			53-138785-00	12/07/2025	12/07/2026	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		SVWCFL3433952025	12/31/2025	12/31/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Inland Marine			72138763-25	12/07/2025	12/07/2026	Limits Ded	$512,566 $500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is listed as additional insured with respect to the General Liability policy when required as per written contract.

CERTIFICATE HOLDER

City of Boynton Beach
PO Box 310
Boynton Beach FL 33425-0310

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Additional Named Insureds

Other Named Insureds

Country West Landscape & Design, Corp

East Coast Nursery Inc — Corporation, Additional Named Insured

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City of Boynton Beach
Agenda Item Request Form

Meeting Date: 11/ 5/2026

Proposed Resolution No. R26-208- Rejecting all bids received for Invitation to Bid No. 26-039B - Pence Park Redevelopment Project, as in the best interest of the City, and authorizing re-procurement of the project by Request for Proposals evaluated on price and other factors.

Requested Action: Staff recommends the approval of Proposed Resolution No. R26-208.

Explanation of Request: The project provides for the complete renovation and expansion of Pence Park at 600 SE 4th Street. It includes demolition and site work, right-of-way improvements, a synthetic turf multipurpose field with lighting and bleachers, four pickleball courts, a new main building, a maintenance and storage building, a playground with shade structure, parking, and related improvements. The City advertised the project as a price-only Invitation to Bid with a published estimate of $4,400,000. The City issued eight addenda, extended the due date three times, and opened bids on July 24, 2026. The City received twelve bids, ranging from $6,636,651.89 to $8,872,525.00.

On October 14, 2026, staff issued a notice of intent to recommend award. Staff subsequently completed a detailed review of the line-item schedules of the three lowest bids against the bid documents and addenda. That review identified the issues described below, which led staff to recommend that all bids be rejected rather than that the contract be awarded.

Section 255.20(1)(d)1., Florida Statutes, the ITB, and Section IX.11 of the City's Purchasing Policy reserve to the City the right to reject all bids. Rejection is recommended for the reasons stated below and is not based on any determination regarding any individual bidder.

Basis for Recommendation

1. **All bids exceed the funds available for the project.** Every bid exceeds the $4,400,000 published estimate by between 51 and 102 percent. Award to any bidder would require additional funding.
2. **The bid documents as issued contained unresolved conflicts, and the bids are not reliably comparable.** Addenda 3 and 4, issued July 13 and 15, 2026, revised the main building floor plan, maintenance building finishes, the field curb and field dimensions, the pickleball court slab, the demolition limits, and the site plan, and added fire alarm, EV charger, and sidewalk scope. The revised drawings issued with those addenda did not

consistently reflect the changes the addenda described. Certain revisions, including the field curb detail, appear only in addendum text. A conflicting construction note remained on the final drawings, and the revised sheets were not assigned new revision numbers. The bid results reflect that uncertainty. Pricing for the building trades, which the late addenda largely did not affect, was closely grouped among the three lowest bids. Pricing for the site work, where the addenda changed the scope, varied widely; across the bid schedule, twenty-four of fifty line items vary by more than two to one between bidders. The line-item schedules of the lowest bids also contain allocation inconsistencies, including nominal pricing of certain trades, scope carried in lines other than those designated by addendum, and component summaries that do not reconcile to the bid total.

3. **The basis for pricing changed in the final days before bids closed.** Addendum 1 barred alternate products until after award. Addendum 7, issued July 21, 2026, permitted alternate playground equipment in the bid, and Addendum 8, issued July 22, 2026, extended basis-of-design treatment to every specified product. Bids closed two days later. As a result, the bids were not necessarily priced on the same products.
4. **The lump-sum bid form does not provide a basis for pricing changes.** The schedule of prices is lump-sum, without unit prices, quantities, or an unbalanced-pricing provision. Under a fixed-price award, any change arising from the unresolved conflicts described above would be priced after award by negotiation with the contractor, without a competitive bid rate, and the City would carry that risk.

Staff does not rely on the number or timing of addenda alone. The City extended the due date in response to bidder requests. The recommendation rests on the conflicts in the documents as issued, the change in pricing basis, and the resulting lack of comparable, reliable pricing, together with the funding shortfall.

Re-Procurement

Staff recommends re-procuring the project by Request for Proposals evaluated on price and other factors, as authorized by Section 255.20(1)(d)2., Florida Statutes. Before the solicitation issues, the Architect of Record will deliver a corrected and coordinated drawing set with a revision log and a current Opinion of Probable Cost. The pricing form will include unit prices for the variable site elements and an unbalanced-pricing provision. Proposals will be evaluated on criteria and weighting, for example, price, qualifications, experience on comparable public projects, project approach, and schedule. Staff will identify funding for the project before returning to the Commission with a recommendation of award.

How will this affect city programs or services? Once re-solicited, awarded and built, this park will be a welcome addition to the City.

Budgeted Item: Yes

Procurement Methodology Bids and Purchases Only: On June 3, 2026, the City advertised ITB No. 26-039B on behalf of the Public Works for the complete renovation and expansion of Pence Park, 600 SE 4th Street. A non-mandatory pre-bid conference was held June 11, 2026. The City issued eight different addenda and updated the scope after the ITB

was on the street. Bid submittals were received through the City's e-procurement system, and twelve were opened on July 24, 2026, ranging from $6,636,651.89 to $8,872,525.00.

Attachments:
R26-208 Resolution_Rejecting_All_Bids_Pence_Park.docx

RESOLUTION NO. R26-208

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, REJECTING ALL BIDS RECEIVED FOR INVITATION TO BID NO. 26-039B, PENCE PARK REDEVELOPMENT PROJECT, AS IN THE BEST INTEREST OF THE CITY; AUTHORIZING RE-PROCUREMENT OF THE PROJECT BY REQUEST FOR PROPOSALS EVALUATED ON PRICE AND OTHER FACTORS; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City of Boynton Beach ("City") issued Invitation to Bid No. 26-039B for the Pence Park Redevelopment Project ("ITB"), a price-only solicitation for the renovation and expansion of Pence Park, and opened bids on July 24, 2026; and

WHEREAS, the City received twelve bids, each of which exceeds the $4,400,000 published estimate [and project appropriation] for the project by between 51 and 102 percent; and

WHEREAS, the bid documents as issued contained unresolved conflicts between the drawings and the addenda, and the bids received are not reliably comparable; and

WHEREAS, the basis for pricing changed in the final days before bids closed, when alternate products were permitted after having been barred, so that the bids were not necessarily priced on the same products; and

WHEREAS, the lump-sum bid form, which contains no unit prices, quantities, or unbalanced-pricing provision, would leave changes to be priced after award without a competitive basis; and

WHEREAS, the project's scope and complexity are better suited to a Request for Proposals evaluated on price and other factors, as authorized by Section 255.20(1)(d)2., Florida Statutes, using corrected and coordinated bid documents; and

WHEREAS, Section 255.20(1)(d)1., Florida Statutes, the ITB, and Section IX.11 of the City's Purchasing Policy reserve to the City the right to reject all bids; and

RESOLUTION NO. R26-208

WHEREAS, the City Commission, upon the recommendation of staff, has determined that rejection of all bids and re-procurement of the project are in the best interests of the health, safety, and welfare of the City's residents and taxpayers.

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. Rejection of All Bids. The City Commission hereby rejects all bids received in response to Invitation to Bid No. 26-039B, Pence Park Redevelopment Project, as in the best interest of the City. This rejection is not based on any determination regarding any individual bidder.

SECTION 3. Re-Procurement. The City Manager or designee is hereby authorized to re-procure the project by Request for Proposals evaluated on price and other factors in accordance with Section 255.20(1)(d)2., Florida Statutes, and the City's Purchasing Policy, using corrected and coordinated bid documents, and to return to the City Commission with a recommendation of award.

SECTION 4. Conflicts. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____ 2026.

CITY OF BOYNTON BEACH, FLORIDA

YES NO

Mayor – Rebecca Shelton	_____	_____
Vice Mayor – Thomas Turkin	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Tammy Stanzione, CMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

Public Hearing 6 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.
11/ 5/2026

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 11/ 5/2026

Proposed Ordinance No. 26-029- Second Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, Amending Code of Ordinances Part III, Land Development Regulations, Chapter 1, "General Administration." Article II, "Definitions," to Add and Amend Definitions Related to Manufactured Buildings, Manufactured Homes, Mobile Homes, Mobile/Manufactured Home Parks, and Offsite-Constructed Residential Dwellings; Amending Chapter 2 "Land Development Process," Article III "Engineering Services," Section 2 "Subdivision and Platting"; Amending Chapter 3 "Zoning," Article II "General Provisions," Section 8 "Temporary Buildings and Collection Sites," Article III "Zoning Districts and Overlay Zones," Section 2 "Residential Districts," to Update the R-3 Multi-Family Residential District and the MHPD Mobile Home Planned Development District; Article IV "Use Regulations," Section 3 "Use Regulations," D. "Use Matrix" to Rename "Manufactured Home" as "Manufactured Home/Mobile Home" as a Specific Use; and E. "Use Footnotes" to Include a New Footnote 38 Applicable to Single-Family Residential (Detached) Dwellings and Manufactured Homes/Mobile Homes; Providing for Codification; Providing for Severability; Providing for Conflicts; and Providing for an Effective Date.

Requested Action: Approval of the proposed Ordinance No. 26-029 on Second Reading.

Explanation of Request:

Staff proposes amendments to the City's Land Development Regulations (LDR) to ensure consistency with section 553.385, Florida Statutes, as created by Chapter 2026-7 and amended by Chapter 2026-63, Laws of Florida. The new state law requires local governments to allow Offsite-Constructed Residential Dwellings, including Manufactured (Modular) Buildings intended for single-family residential use and Manufactured Homes treated as real property, in any zoning district where Single-family (Detached) Dwellings are permitted. The law also prohibits local governments from treating Offsite-Constructed Residential Dwellings differently or more restrictively than site-built single-family homes in the same zoning district.

To comply, staff proposes to (1) amend the definition of Dwelling, Single-family (Detached) to include Offsite-Constructed Residential Dwellings, and add or update the definitions of

Manufactured (Modular) Building, Manufactured Home, Mobile Home, Mobile/Manufactured Home Park, and Offsite-Constructed Residential Dwelling to align with state law, with the Manufactured (Modular) Building, Manufactured Home, and Mobile Home definitions cross-referencing the Florida Statutes; (2) amend the Use Matrix (Table 3-28) to rename the "Manufactured Home" use as "Manufactured Home/Mobile Home," which remains permitted only in the MHPD Mobile Home Planned Development District; (3) add Use Footnote 38, which establishes a foundation enclosure (skirting) standard for all single-family detached dwellings, mobile homes, and manufactured homes with an open space between the finished floor and grade, requires wheel removal from mobile and manufactured homes before a certificate of occupancy is issued, and confirms that a Manufactured Home qualifying as an Offsite-Constructed Residential Dwelling is permitted wherever Single-family (Detached) Dwellings are permitted; and (4) make consistency updates to the R-3 Multi-Family Residential District, the MHPD Mobile Home Planned Development District, the subdivision and platting regulations, and the emergency housing provisions to reflect the revised definitions.

By including Offsite-Constructed Residential Dwellings in the definition of Dwelling, Single-family (Detached), every zoning district that currently permits detached single-family homes will also permit Offsite-Constructed Residential Dwellings on the same terms as site-built homes. Mobile homes fabricated before June 15, 1976, which are not covered by the new state law, will continue to be permitted only in the MHPD Mobile Home Planned Development District.

How will this affect city programs or services? N/A

Account Line Item and Description: N/A

Procurement Methodology Bids and Purchases Only: N/A

Fiscal Impact: N/A

Attachments:
Ord 26-029 4799-2026_Ordinance_26-XXX_Manufactured_Homes_-_CA_Revisions_10-13-2026 (1).docx
Agenda_Item_4799-2026_Business_Impact_Statement_-_Proposed_Ordinance_No._26-XXX_-_Final_10.8.2026.docx
Manufacture_Home_Code_Amendment.docx
Staff_Report_-_Manufactured_Homes.docx
Staff Presentation _Manufactured Home.pptx

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING CODE OF ORDINANCES PART III, LAND DEVELOPMENT REGULATIONS, CHAPTER 1, "GENERAL ADMINISTRATION," ARTICLE II, "DEFINITIONS," TO ADD AND AMEND DEFINITIONS RELATED TO MANUFACTURED BUILDINGS, MANUFACTURED HOMES, MOBILE HOMES, MOBILE/MANUFACTURED HOME PARKS, AND OFFSITE-CONSTRUCTED RESIDENTIAL DWELLINGS; AMENDING CHAPTER 2 "LAND DEVELOPMENT PROCESS," ARTICLE III "ENGINEERING SERVICES," SECTION 2 "SUBDIVISION AND PLATTING"; AMENDING CHAPTER 3 "ZONING," ARTICLE II "GENERAL PROVISIONS," SECTION 8 "TEMPORARY BUILDINGS AND COLLECTION SITES," ARTICLE III "ZONING DISTRICTS AND OVERLAY ZONES," SECTION 2 "RESIDENTIAL DISTRICTS," TO UPDATE THE R-3 MULTI-FAMILY RESIDENTIAL DISTRICT AND THE MHPD MOBILE HOME PLANNED DEVELOPMENT DISTRICT; ARTICLE IV "USE REGULATIONS," SECTION 3 "USE REGULATIONS," D. "USE MATRIX" TO RENAME "MANUFACTURED HOME" AS "MANUFACTURED HOME/MOBILE HOME" AS A SPECIFIC USE; AND E. "USE FOOTNOTES" TO INCLUDE A NEW FOOTNOTE 38 APPLICABLE TO SINGLE-FAMILY RESIDENTIAL (DETACHED) DWELLINGS AND MANUFACTURED HOMES/MOBILE HOMES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission desires to amend the City Land Development Regulations to include offsite-constructed residential dwellings within the definition for "Dwelling, Single-Family (Detached)" and to add and update related definitions; to amend Chapter 2 "Land Development Process," Article III "Engineering Services," Section 2 "Subdivision and Platting" to address mobile/manufactured home subdivisions; to amend Chapter 3 "Zoning," Article II "General Provisions," Section 8 "Temporary Buildings and Collection Sites" and Article III "Zoning Districts and Overlay Zones," Section 2 "Residential Districts" to update the R-3 Multi-family Residential District and the MHPD Mobile Home Planned Development District, and to

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in <u>underlined</u> type are additions.

include manufactured homes; to amend Chapter 3, Article IV "Use Regulations," Section 3 "Use Regulations," D. "Use Matrix" to rename "Manufactured Home" as "Manufactured Home/Mobile Home" as a specific Use and E. "Use Footnotes" to include a new footnote 38 applicable to single-family (detached) dwellings and manufactured homes/mobile homes; and

WHEREAS, the City Commission finds that the amendments to the City Land Development Regulations described above are necessary to ensure consistency with section 553.385, Florida Statutes, as created by Chapter 2026-7 and amended by Chapter 2026-63, Laws of Florida; and

WHEREAS, section 553.385, Florida Statutes, as created by Chapter 2026-7 and amended by Chapter 2026-63, Laws of Florida, requires local governments to permit offsite-constructed residential dwellings, including manufactured buildings intended for single-family use and manufactured homes treated as real property, in any zoning district where single-family detached dwellings are permitted, and prohibits local governments from treating such dwellings differently or more restrictively than site-built single-family dwellings in the same zoning district; and

WHEREAS, the City Commission has determined that this amendment serves the public health, safety, and welfare of the citizens of the City of Boynton Beach.

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

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

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in underlined type are additions.

Section 2: The City's Code of Ordinances, Part III "Land Development Regulations," Chapter 1 "General Administration," Article II "Definitions" is hereby amended to read as follows:

PART III LAND DEVELOPMENT REGULATIONS

...

CHAPTER 1. GENERAL ADMINISTRATION

...

Article II. DEFINITIONS

...

DWELLING, SINGLE-FAMILY (DETACHED) - A detached building or modular structure containing one (1) dwelling unit entirely surrounded by open space and not attached to another dwelling unit's foundation or roof or joined at one (1) or more sides by a tenant separation (party) wall or walls. This shall include an "Offsite-Constructed Residential Dwelling".

...

MANGROVE STAND - An assemblage of trees which contain one (1) or more of the following species: black mangrove, red mangrove, white mangrove and buttonwood.

MANUFACTURED (MODULAR) BUILDING - A manufactured building as defined in section 553.36(13), Florida Statutes.

MANUFACTURED HOME - ~~A structure, transportable in one or more sections, which is eight (8) feet or more in width and greater than four hundred (400) square feet, and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The structure is designed for long term occupancy as a complete dwelling unit and containing all conveniences and facilities, with plumbing and electrical connections provided for attachment to approved utility systems. All wheels shall be removed prior to the issuance of a certificate of occupancy.~~ A manufactured home as defined in section 320.01(2)(b), Florida Statutes.

MOBILE/MANUFACTURED HOME PARK - ~~Premises typically referred to as a mobile home or trailer park, where manufactured homes are installed for non-transient living or sleeping purposes.~~ A parcel or subdivision of land designed for the installation of multiple Mobile or Manufactured Homes for non-transient residential occupancy, where lots may be sold or leased for the placement of such homes. These developments are commonly referred to as mobile home parks or trailer parks. A subdivision of land platted and intended for the sale of lots for the placement of Mobile or Manufactured Homes is also recognized under Florida law as a mobile/manufactured home subdivision.

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…

MOBILE HOME - ~~See "Manufactured Home."~~ A mobile home as defined in section 320.01(2)(a), Florida Statutes, that was fabricated before June 15, 1976.

~~MOBILE HOME PARK - A subdivision of land for the sale of lots for manufactured homes.~~

…

OFF-PREMISES STORAGE - Storage which is not located on the same parcel as the principal use to which such storage is an accessory use.

OFFSITE-CONSTRUCTED RESIDENTIAL DWELLING - a "Manufactured (Modular) Building" which is intended for single-family residential use, or a "Manufactured Home," which is constructed in whole or in part offsite and is treated as real property.

ON-PREMISES - At the place of business of a particular use, including the entire lot or parcel and any structure thereon, as opposed to on the customer's premises.

…

Section 3: The City's Code of Ordinances, Part III "Land Development Regulations," Chapter 2 "Land Development Process," Article III "Engineering Services," Section 2 "Subdivision and Platting" is hereby amended to read as follows:

PART III LAND DEVELOPMENT REGULATIONS

…

CHAPTER 2. LAND DEVELOPMENT PROCESS

…

ARTICLE III. ENGINEERING SERVICES

…

Sec. 2. Subdivision and Platting.

…

C. Final Plat.

…

3. Review Criteria.

CODING: Words in ~~strike through~~ type are deletions from existing law;
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…

n. Mobile/Manufactured Home Park Developments. Mobile home subdivisions shall be in the proper zone for such development and prior to the submittal of the final plat and supporting data shall have the approval of the final zoning authority and shall meet all of the requirements of the zoning code. The dedication on the plat of a mobile home subdivision shall include the following additional provisions or wording equal hereto: "Said owner(s) hereby dedicate(s) the lots shown on the plat exclusively for mobile home, manufactured home, or trailer parking and use incidental thereto, except as to the lots indicated for other purposes on the plat. Mobile home, manufactured home, or trailer parking is allowed only on the indicated lots. Areas indicated as parks or playgrounds are dedicated for the use of the owners of the lots shown on this plat."

Mobile/Manufactured home subdivision plats shall conform to all the requirements of these Regulations and the requirements of F.S. Chapter 177, as amended.

…

Section 4: The City's Code of Ordinances, Part III "Land Development Regulations," Chapter 3 "Zoning," Article II "General Provisions," Section 8 "Temporary Buildings and Collection Sites"; Article III "Zoning Districts and Overlay Zones," Section 2 "Residential Districts"; and Article IV "Use Regulations," Section 3 "Use Regulations," D. "Use Matrix (Table 3-28)" and E. "Use Footnotes" are hereby amended to read as follows:

PART III LAND DEVELOPMENT REGULATIONS

…

CHAPTER 3. ZONING

…

ARTICLE II. GENERAL PROVISIONS

…

Sec. 8. Temporary Buildings and Collection Sites.

A. In connection with Construction Activity. Temporary buildings such as models, offices and tool sheds used in conjunction with construction work only, may be permitted in any zoning district

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after approval of the Building Inspection Department and the removal of which is accomplished within thirty (30) days after construction ceases or is completed. Mobile and temporary storage structures shall be regulated in accordance with Chapter 3, Article V, Section 3.E.2.

B. Emergency Housing.

1. In the event a housing emergency is declared to exist by the City Commission following a natural or man-made disaster, and subject to the conditions contained in this subsection, temporary structures such as mobile homes, manufactured homes, travel trailers, and recreational vehicles may be used as temporary housing by individuals who have been displaced from their primary residence due to damage from the disaster.

2. The following conditions shall apply to the use and placement of temporary structures such as mobile homes, manufactured homes, travel trailers, and recreational vehicles placed on properties only after the City Commission declares a housing emergency following a natural or man-made disaster:

a. A maximum of one (1) travel trailer/mobile home/manufactured home/recreational vehicle for the sole occupancy by the existing residents of the damaged home, will be allowed on an existing home site providing the following conditions exist on the site:

(1) The home located on the site has been declared "unsafe" by the Building Official or designee;

(2) The sanitary sewer must be properly connected to the city's sanitary sewer system in accordance with codes in effect at the time;

(3) Electrical service must be available on-site and have a proper connection for a travel trailer/mobile home/manufactured home/recreational vehicle; and

(4) Only a licensed mobile home/manufactured home installation contractor will be allowed to apply for a permit and perform any work related to the connection of plumbing, electrical, and mechanical service systems to the site.

b. Setback requirements shall be complied with to the maximum extent possible;

c. All other applicable regulations and code requirements, except parking, shall apply, including but not limited to flood plan management;

d. The use of mobile homes/manufactured homes, recreational vehicles, or travel trailers as temporary residences in a zoning district where such use is prohibited prior to the declaration of the housing emergency shall cease either upon the repair or reconstruction of the individual's residence or no later than eighteen (18) months after the date the City Commission declares a housing emergency, whichever occurs first;

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e. Housing sites for multiple temporary dwelling units established by the Federal Emergency Management Agency and approved by the City Commission may be established in any zoning district;

f. All drainage and stormwater management requirements shall be met;

g. Water and/or sewer connections to previously unserved locations will require permits and the payment of applicable connection fees.

…

ARTICLE III. ZONING DISTRICTS AND OVERLAY ZONES

…

Sec. 2. Residential Districts.

…

F. R-3 Multi-family Residential District.

1. General. The purpose of the R-3 zoning ~~D~~district is to implement the medium density residential (MDR) future land use map (FLUM) classifications of the Comprehensive Plan. The intent of this conventional district, with a maximum density of eleven (11) dwelling units per acre, is to encourage vertical structures and viable multiple-family living environments. The preferred development pattern shall be designed such that it would provide adequate buffering, graduation of uses, and a layout that considers and complements adjacent uses and districts. Ideally, the R-3 ~~D~~district should be in close proximity to large concentrations of business and employment activities, as well as near sufficient roadways and public transportation routes. Site design should encourage safe traffic patterns, ingress and egress, adequate light, drainage, off-street parking, open space, on-site recreation areas, and community meeting provisions for the inhabitants.

2. Use(s) Allowed. See "Use Matrix Table 3-28" in Chapter 3, Article IV, Section 3.D.

3. Building and Site Regulations (Table 3-10).

a. Existing and/or future S~~s~~ingle-family (Detached) D~~d~~wellings shall conform to the building and site regulations of the R-1 ~~D~~district (see Table 3-8 in Section 2.D.3. above).

b. Two-family (Duplex) D~~d~~wellings shall conform to the building and site regulations of the R-2 D~~d~~istrict (see Table 3-9 in Section 2.E.3. above).

c. ~~Multiple~~Multi-family Dwellings and G~~g~~roup H~~h~~omes shall conform to the lot and building requirements of that portion of Table 3-10 below pertaining to "residential uses".

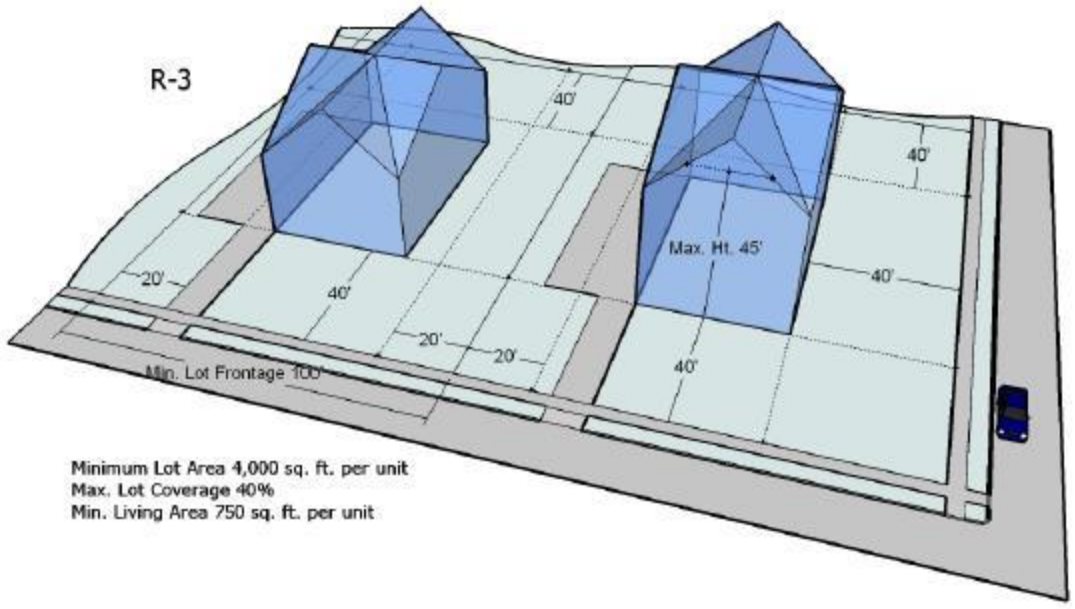
d. All uses, excluding S~~s~~ingle-family, Two-family (D~~d~~uplex)~~,~~ and M~~m~~ulti-family Dwellings, and G~~g~~roup H~~h~~omes, shall conform to the lot and building requirements of that portion of Table 3-10 below pertaining to "non-residential uses".

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BUILDING/SITE REGULATIONS [4] ***R-3 District***	
(Residential Uses)	
Minimum lot area (per unit):	4,000 s.f.
Minimum lot frontage:	100 feet
Minimum yard setbacks:	
Front:	40 feet
Rear:	40 feet
Interior side:	20 feet
Corner side:	40 feet
Minimum living area:	750 s.f.
Maximum lot coverage:	40%
Maximum structure height:	45 feet
(Non-Residential Uses)	
Minimum lot area:	20,000 s.f.
Minimum lot frontage:	100 feet
Minimum yard setbacks:	
Front:	40 feet
Rear:	40 feet
Interior side:	20 feet
Corner side:	40 feet
Minimum living area:	750 sq. ft. per unit
Maximum lot coverage:	40%

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Maximum structure height:	45 feet



4. Accessory Structures. Walls, fences, pools, sheds, screen-roof enclosures, and other structures are regulated in accordance with Chapter 3, Article V, Supplemental Regulations.

5. Review and Approval Process.

a. Single-family (Detached) and Two-family (D~~e~~uplex) D~~e~~wellings and accessory uses thereto shall be allowed upon application to and approval by the Building Official for structures that require a building permit pursuant to Chapter 2, Article IV, Section 2.

b. Community and common areas, such as recreational areas, landscape buffers and tracts, and project signage may be subject to site plan review. In these instances, site plan approval shall be required prior to application for building permit.

c. ~~Multiple~~Multi-family D~~e~~wellings and non-residential uses shall require site plan approval in accordance with Chapter 2, Article II, Section 2.F. prior to application for building permit.

6. Parking. Required off-street parking is regulated in accordance with Chapter 4, Article V~~,~~. Minimum Off-Street Parking Requirements.

…

I. MHPD Mobile Home Planned Development District.

1. General.

CODING: Words in ~~strike through~~ type are deletions from existing law;
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a. Purpose and Intent. The purpose of the MHPD zoning district is to implement the low density residential (LDR) future land use map (FLUM) classifications of the Comprehensive Plan. The intent of this planned zoning district is to provide efficient and imaginative design approaches to community planning, and to accommodate the housing needs of those residents who prefer mobile/manufactured home living and/or desire a more affordable alternative to conventional dwellings.

The MHPD zoning district creates an opportunity to promote sustainability with respect to land use, energy conservation and resource management. Rezoning to the MHPD zoning district is encouraged for proposed development or redevelopment on lands that are in close proximity to existing infrastructure, public and alternative transportation routes and modes, employment centers, community areas and that are away from high hazard areas.

For purposes of this Section 2.I, the term "mobile home" refers to either a Mobile Home (pre-1976) or a Manufactured Home (post-1976), as defined in Chapter 1, Article II. Definitions.

b. Existing Developments. For those mobile/manufactured home parks in existence prior to the adoption of these Regulations, or annexed to the city subsequent to the adoption of these Regulations, the site regulations under which the park was developed shall continue in force. General maintenance and minor modifications to existing improvements shall be allowed, if such maintenance and improvements do not worsen the extent of nonconformity. Should the park be damaged in excess of seventy-five percent (75%), redevelopment shall require submittal of a site plan for review and processing as a major site plan modification, to indicate how redevelopment will provide maximum compliance with development regulations, with particular emphasis on perimeter setbacks and buffering, and internal roadway design and access for service and emergency vehicles.

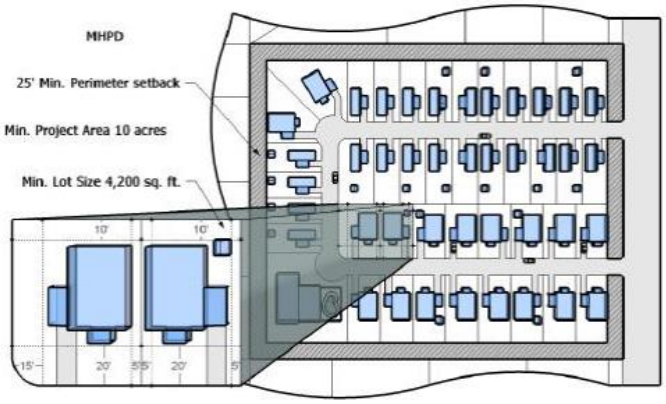
2. Use(s) Allowed. See "Use Matrix Table 3-28" in Chapter 3, Article IV, Section 3.D.

3. Building and Site Regulations (Table 3-14).

BUILDING/SITE REGULATIONS [4] **MHPD District**	
Minimum project area:	10 acres
Minimum lot size:	4,200 s.f.
Minimum perimeter setbacks:	25 feet
Special perimeter setback reduction for principal and accessory structures:	
Abutting: I-95 or railroad tracks:	50%

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Abutting: Intracoastal:	50%
Abutting: Lakes:	50%
Abutting: Golf Course:	50%
Abutting: Canals wider than 150 ft	50%
Abutting: Canals narrower than 150 ft	33%
Abutting: Perimeter walls of community that abut other than residential:	50%
Abutting: Commercial or Industrial	50%
Abutting: Public or private park:	50%
Minimum yard setbacks (per lot):	
Front:	20 feet
Rear:	10 feet
Interior side:	5 feet
Corner side:	10 feet
Maximum lot coverage:	N/A
Maximum structure height:	30 feet



250

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4. Accessory Structures.

a. Structures of a permanent nature shall not be added or attached to a mobile home, unless such mobile home is placed upon a site conforming to the minimum requirements for a mobile home.

b. The combined area of all additions or attachments shall not exceed the gross area of the mobile home itself. Carports are not included in the above limitation provided that the width of the individual lot is adequate for separation requirements.

5. Review and Approval Process.

a. All development and redevelopment within the MHPD zoning district shall be governed by a master plan with approval granted by the City Commission in accordance with Chapter 2, Article II, Section 2.D.6.

b. Site plan approval shall be required in accordance with Chapter 2, Article II, Section 2.F. prior to application for building permit.

6. Parking. Required off-street parking is regulated in accordance with Chapter 4, Article V~~.~~, Minimum Off-Street Parking Requirements.

7. Modifications. Any modification proposed within the MHPD zoning district shall be in conformance with Master Plan modifications pursuant to Chapter 2, Article II, Section 2.D.6.

8. Miscellaneous.

a. No part of any mobile home, or any addition or appurtenances thereto shall be located within ten (10) feet of any accessory or service building or structure used in connection with a mobile/manufactured home park.

b. Additional perimeter buffering and landscape material may be required as recommended by the Director of Planning and Zoning or designee to ensure compatibility with adjacent properties.

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ARTICLE IV. USE REGULATIONS

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Sec. 3 Use Regulations

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D. Use Matrix (Table 3-28)

P = Permitted C = Conditional A = Accessory	R-1-AAB	R-1-AA	R-1-A	R-1	R-2	R-3	IPUD	PUD	MHPD	C-1	C-2	C-3	C-4	CBD	PCD	SMU	MU-1	MU-2	MU-3	MU-4	MU-C	M-1	PID	PU	REC
Residential & Lodging																									
Dwelling, Single- family (Detached)	P 38	P 38	P 38	P 38	P 38	P 38	P 38	P 38			P 38					P 38									
...																									
Live-Work Units																P 42	P 42	P 42	P 42	P 42	P 42		P 27		
Manufactured Home/ Mobile Home									P 38																

...

E. Use Footnotes

...

38. General Note. Any Single-family (Detached) Dwelling, Mobile Home, or Manufactured Home with an open space between the finished floor and grade shall have a perimeter foundation enclosure (skirting) constructed of durable, ground-contact-rated materials, continuously anchored, and ventilated to prevent moisture buildup. Acceptable materials include concrete block (CMU), faux rock systems, poured concrete, pressure-treated wood rated for ground contact, fiber-cement panels, vinyl skirting designed for manufactured homes, corrosion-resistant metal panels, or composite skirting systems. All wheels shall be removed from any Mobile Home or Manufactured Home prior to the issuance of a certificate of occupancy. A Manufactured Home that qualifies as an Offsite-Constructed Residential Dwelling is a Single-family (Detached) Dwelling and is permitted in any zoning district where Single-family (Detached) Dwellings are permitted.

...

Section 5: Codification. It is the intention of the City Commission of the City of Boynton Beach, and it is hereby ordained, that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Boynton Beach, Florida. The City Clerk is

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hereby directed to forward the final adopted Ordinance to the Development Director or designee for incorporation into the Land Development Regulations. The Development Director or designee is authorized to make such section renumbering, relettering, and formatting changes as may be necessary to accomplish such intent, including the correction of typographical errors and the updating of cross-references.

Section 6: Severability. If any clause, section, or other part of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affect the validity of the other provisions of this Ordinance.

Section 7: Conflicts. That all Ordinances or parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 8: Effective Date. That this Ordinance shall take effect immediately upon passage.

[SIGNATURES ON THE FOLLOWING PAGE]

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FIRST READING this _____ day of _____, 2026.

SECOND, FINAL READING AND PASSAGE this _____ day of _____, 2026.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	____	____
Vice Mayor – Thomas Turkin	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Mack McCray	____	____
Commissioner – Aimee Kelley	____	____
VOTE	_____	

ATTEST:

_____
Tammy Stanzione
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

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Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

An Ordinance of the City Commission of the City of Boynton Beach, Florida, Amending Code of Ordinances Part III, Land Development Regulations, Chapter 1, "General Administration," Article II, "Definitions," to Add and Amend Definitions Related to Manufactured Buildings, Manufactured Homes, Mobile Homes, Mobile/Manufactured Home Parks, and Offsite-Constructed Residential Dwellings; Amending Chapter 2 "Land Development Process," Article III "Engineering Services," Section 2 "Subdivision and Platting"; Amending Chapter 3 "Zoning," Article II "General Provisions," Section 8 "Temporary Buildings and Collection Sites," Article III "Zoning Districts and Overlay Zones," Section 2 "Residential Districts," to Update the R-3 Multi-Family Residential District and the MHPD Mobile Home Planned Development District; Article IV "Use Regulations," Section 3 "Use Regulations," D. "Use Matrix" to Rename "Manufactured Home" as "Manufactured Home/Mobile Home" as a Specific Use; and E. "Use Footnotes" to Include a New Footnote 38 Applicable to Single-Family Residential (Detached) Dwellings and Manufactured Homes/Mobile Homes; Providing for Codification; Providing for Severability; Providing for Conflicts; and Providing for an Effective Date.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

Applicable Exemptions:

- ☒ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

[1] See Section 166.041(4)(c), Florida Statutes.

☐ The proposed ordinance is an emergency ordinance;
☐ The ordinance relates to procurement; or
☒ The proposed ordinance is enacted to implement the following:
   a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
   b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
   c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
   d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):

Staff proposes amendments to the City's Land Development Regulations (LDR) to ensure consistency with section 553.385, Florida Statutes, as created by Chapter 2026-7 and amended by Chapter 2026-63, Laws of Florida. The new state law requires local governments to allow Offsite-Constructed Residential Dwellings, including Manufactured (Modular) Buildings intended for single-family residential use and Manufactured Homes treated as real property, in any zoning district where Single-family (Detached) Dwellings are permitted. The law also prohibits local governments from treating Offsite-Constructed Residential Dwellings differently or more restrictively than site-built single-family homes in the same zoning district.

To comply, staff proposes to (1) amend the definition of Dwelling, Single-family (Detached) to include Offsite-Constructed Residential Dwellings, and add or update the definitions of Manufactured (Modular) Building, Manufactured Home, Mobile Home, Mobile/Manufactured Home Park, and Offsite-Constructed Residential Dwelling to align with state law, with the Manufactured (Modular) Building, Manufactured Home, and Mobile Home definitions cross-referencing the Florida Statutes; (2) amend the Use Matrix (Table 3-28) to rename the "Manufactured Home" use as "Manufactured Home/Mobile Home," which remains permitted only in the MHPD Mobile Home Planned Development District; (3) add Use Footnote 38, which establishes a foundation enclosure (skirting) standard for all single-family detached dwellings, mobile homes, and manufactured homes with an open space between the finished floor and grade, requires wheel removal from mobile and manufactured homes before a certificate of occupancy is issued, and confirms that a Manufactured Home qualifying as an Offsite-Constructed Residential Dwelling is permitted wherever Single-family (Detached) Dwellings are permitted; and (4) make consistency updates to the R-3 Multi-Family Residential District, the MHPD Mobile Home Planned Development District, the subdivision and platting regulations, and the emergency housing provisions to reflect the revised definitions.

By including Offsite-Constructed Residential Dwellings in the definition of Dwelling, Single-family (Detached), every zoning district that currently permits detached single-family homes will also permit Offsite-Constructed Residential Dwellings on the same terms as site-built homes. Mobile homes fabricated before June 15, 1976, which are not covered by the new state law, will continue to be permitted only in the MHPD Mobile Home Planned Development District.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

   (a) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:

   N/A

   (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

   N/A

   (c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

   N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

   N/A

4. Additional information the governing body deems useful (if any):

The estimates and statements provided herein are based on information reasonably available to the City at the time of preparation and are not intended to constitute a guarantee or prediction of economic impact. This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes.

PART III LAND DEVELOPMENT REGULATIONS

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CHAPTER 1. GENERAL ADMINISTRATION

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ARTICLE II. DEFINITIONS

…

DWELLING, SINGLE-FAMILY (DETACHED) - A detached building or modular structure containing one (1) dwelling unit entirely surrounded by open space and not attached to another dwelling unit's foundation or roof or joined at one (1) or more sides by a tenant separation (party) wall or walls. This shall include an “Offsite-Constructed Residential Dwelling”.

…

MANGROVE STAND - An assemblage of trees which contain one (1) or more of the following species: black mangrove, red mangrove, white mangrove and buttonwood.

MANUFACTURED (MODULAR) BUILDING - A manufactured building as defined in section 553.36(13), Florida Statutes.

MANUFACTURED HOME ~~- A structure, transportable in one or more sections, which is eight (8) feet or more in width and greater than four hundred (400) square feet, and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The structure is designed for long term occupancy as a complete dwelling unit and containing all conveniences and facilities, with plumbing and electrical connections provided for attachment to approved utility systems. All wheels shall be removed prior to the issuance of a certificate of occupancy.~~ A manufactured home as defined in section 320.01(2)(b), Florida Statutes.

MOBILE/MANUFACTURED HOME PARK - ~~Premises typically referred to as a mobile home or trailer park, where manufactured homes are installed for non-transient living or sleeping purposes.~~
A parcel or subdivision of land designed for the installation of multiple Mobile or Manufactured Homes for non-transient residential occupancy, where lots may be sold or leased for the placement of such homes. These developments are commonly referred to as mobile home parks or trailer parks. A subdivision of land platted and intended for the sale of lots for the placement of Mobile or Manufactured Homes is also recognized under Florida law as a mobile/manufactured home subdivision.

…

MOBILE HOME - ~~See "Manufactured Home."~~ A mobile home as defined in section 320.01(2)(a), Florida Statutes, that was fabricated before June 15, 1976.

~~MOBILE HOME PARK - A subdivision of land for the sale of lots for manufactured homes.~~

…

OFF-PREMISES STORAGE - Storage which is not located on the same parcel as the principal use to which such storage is an accessory use.

OFFSITE-CONSTRUCTED RESIDENTIAL DWELLING - A “Manufactured Building” which is intended for single-family residential use, or a “Manufactured Home” which is constructed in whole or in part offsite and is treated as real property.

ON-PREMISES - At the place of business of a particular use, including the entire lot or parcel and any structure thereon, as opposed to on the customer's premises.

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CHAPTER 2. LAND DEVELOPMENT PROCESS

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ARTICLE III. ENGINEERING SERVICES

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Sec. 2. Subdivision and Platting.

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C. Final Plat.

…

3. Review Criteria.

…

n. Mobile/Manufactured Home Park Developments. Mobile home subdivisions shall be in the proper zone for such development and prior to the submittal of the final plat and supporting data shall have the approval of the final zoning authority and shall meet all of the requirements of the zoning code. The dedication on the plat of a mobile home subdivision shall include the following additional provisions or wording equal hereto: "Said owner(s) hereby dedicate(s) the lots shown on the plat exclusively for mobile home, manufactured home or trailer parking and use incidental thereto, except as to the lots indicated for other purposes on the plat. Mobile home, manufactured home or trailer parking is allowed only on the indicated lots. Areas indicated as parks or playgrounds are dedicated for the use of the owners of the lots shown on this plat."

Mobile/Manufactured home subdivision plats shall conform to all the requirements of these Regulations and the requirements of F.S. Chapter 177, as amended.

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CHAPTER 3. ZONING

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ARTICLE II. GENERAL PROVISIONS

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Sec. 8. Temporary Buildings and Collection Sites.

A. In connection with Construction Activity. Temporary buildings such as models, offices and tool sheds used in conjunction with construction work only, may be permitted in any zoning district after approval of the Building Inspection Department and the removal of which is accomplished within thirty (30) days after construction ceases or is completed. Mobile and temporary storage structures shall be regulated in accordance with Chapter 3, Article V, Section 3.E.2.

B. Emergency Housing.

1. In the event a housing emergency is declared to exist by the City Commission following a natural or man-made disaster, and subject to the conditions contained in this subsection, temporary structures such as mobile homes, manufactured homes, travel trailers, and recreational vehicles may be used as temporary housing by individuals who have been displaced from their primary residence due to damage from the disaster.

2. The following conditions shall apply to the use and placement of temporary structures such as mobile homes, manufactured homes, travel trailers, and recreational vehicles placed on properties only after the City Commission declares a housing emergency following a natural or man-made disaster:

a. A maximum of one (1) travel trailer/mobile home/manufactured home/recreational vehicle for the sole occupancy by the existing residents of the damaged home, will be allowed on an existing home site providing the following conditions exist on the site:

(1) The home located on the site has been declared "unsafe" by the Building Official or designee;

(2) The sanitary sewer must be properly connected to the city's sanitary sewer system in accordance with codes in effect at the time;

(3) Electrical service must be available on-site and have a proper connection for a travel trailer/mobile home/manufactured home/recreational vehicle; and

(4) Only a licensed mobile home/manufactured home installation contractor will be allowed to apply for a permit and perform any work related to the connection of plumbing, electrical, and mechanical service systems to the site.

b. Setback requirements shall be complied with to the maximum extent possible;

c. All other applicable regulations and code requirements, except parking, shall apply, including but not limited to flood plan management;

d. The use of mobile homes, recreational vehicles, or travel trailers as temporary residences in a zoning district where such use is prohibited prior to the declaration of the housing emergency shall cease either upon the repair or reconstruction of the individual's residence or no later than eighteen (18) months after the date the City Commission declares a housing emergency, whichever occurs first;

e. Housing sites for multiple temporary dwelling units established by the Federal Emergency Management Agency and approved by the City Commission, may be established in any zoning district;

f. All drainage and stormwater management requirements shall be met;

g. Water and/or sewer connections to previously unserved locations will require permits and the payment of applicable connection fees.

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ARTICLE III. ZONING DISTRICTS AND OVERLAY ZONES

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Sec. 2. Residential Districts.

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F. R-3 Multi-family Residential District.

1. General. The purpose of the R-3 zoning ~~D~~district is to implement the medium density residential (MDR) future land use map (FLUM) classifications of the Comprehensive Plan. The intent of this conventional district, with a maximum density of eleven (11) dwelling units per acre, is to encourage vertical structures and viable multiple-family living environments. The preferred development pattern shall be designed such that it would provide adequate buffering, graduation of uses, and a layout that considers and complements adjacent uses and districts. Ideally, the R-3 ~~D~~district should be in close proximity to large concentrations of business and employment activities, as well as near sufficient roadways and public transportation routes. Site design should encourage safe traffic patterns, ingress and egress, adequate light, drainage, off-street parking, open space, on-site recreation areas, and community meeting provisions for the inhabitants.

2. Use(s) Allowed. See "Use Matrix Table 3-28" in Chapter 3, Article IV, Section 3.D.

3. Building and Site Regulations (Table 3-10).

a. Existing and/or future S~~s~~ingle-family (Detached) D~~d~~wellings shall conform to the building and site regulations of the R-1 ~~D~~district (see Table 3-8 in Section 2.D.3. above).

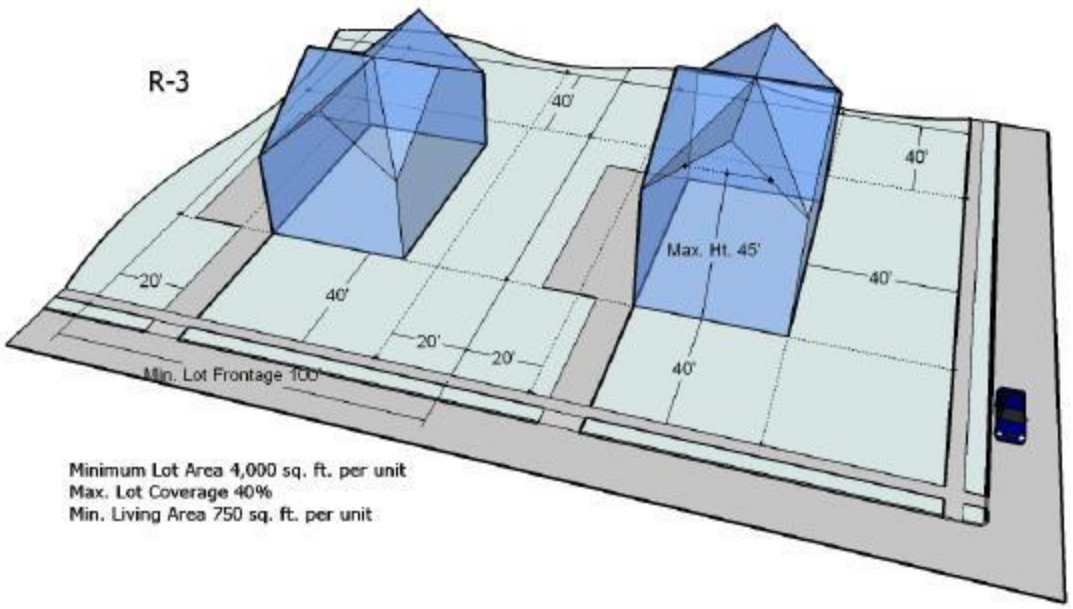
b. Two-family (Duplex) D~~d~~wellings shall conform to the building and site regulations of the R-2 D~~d~~istrict (see Table 3-9 in Section 2.E.3. above).

c. ~~Multiple~~Multi-family Dwellings and G~~g~~roup H~~h~~omes shall conform to the lot and building requirements of that portion of Table 3-10 below pertaining to "residential uses".

d. All uses, excluding Ssingle-family, Two-family (Dduplex), and Mmulti-family Dwellings, and Ggroup Hhomes, shall conform to the lot and building requirements of that portion of Table 3-10 below pertaining to "non-residential uses".

BUILDING/SITE REGULATIONS [4] ***R-3 District***	
(Residential Uses)	
Minimum lot area (per unit):	4,000 s.f.
Minimum lot frontage:	100 feet
Minimum yard setbacks:	
Front:	40 feet
Rear:	40 feet
Interior side:	20 feet
Corner side:	40 feet
Minimum living area:	750 s.f.
Maximum lot coverage:	40%
Maximum structure height:	45 feet
(Non-Residential Uses)	
Minimum lot area:	20,000 s.f.
Minimum lot frontage:	100 feet
Minimum yard setbacks:	
Front:	40 feet
Rear:	40 feet
Interior side:	20 feet

Corner side:	40 feet
Minimum living area:	750 sq. ft. per unit
Maximum lot coverage:	40%
Maximum structure height:	45 feet



4. Accessory Structures. Walls, fences, pools, sheds, screen-roof enclosures, and other structures are regulated in accordance with Chapter 3, Article V, Supplemental Regulations.

5. Review and Approval Process.

a. Single-family (Detached) and Two-family (D~~d~~uplex) D~~d~~wellings and accessory uses thereto shall be allowed upon application to and approval by the Building Official for structures that require a building permit pursuant to Chapter 2, Article IV, Section 2.

b. Community and common areas, such as recreational areas, landscape buffers and tracts, and project signage may be subject to site plan review. In these instances, site plan approval shall be required prior to application for building permit.

c. ~~Multiple~~Multi-family D~~d~~wellings and non-residential uses shall require site plan approval in accordance with Chapter 2, Article II, Section 2.F. prior to application for building permit.

6. Parking. Required off-street parking is regulated in accordance with Chapter 4, Article V~~,~~. Minimum Off-Street Parking Requirements.

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I. MHPD Mobile Home Planned Development District.

1. General.

a. Purpose and Intent. The purpose of the MHPD zoning district is to implement the low density residential (LDR) future land use map (FLUM) classification~~s~~ of the Comprehensive Plan. The intent of this planned zoning district is to provide efficient and imaginative design approaches to community planning, and to accommodate the housing needs of those residents who prefer mobile/manufactured home living and/or desire a more affordable alternative to conventional dwellings.

The MHPD zoning district creates an opportunity to promote sustainability with respect to land use, energy conservation and resource management. Rezoning to the MHPD zoning district is encouraged for proposed development or redevelopment on lands that are in close proximity to existing infrastructure, public and alternative transportation routes and modes, employment centers, community areas and that are away from high hazard areas.

For purposes of this Section 2.I, the term “mobile home” refers to either a Mobile Home (pre-1976) or a Manufactured Home (post-1976), as defined in Chapter 1, Article II. Definitions.

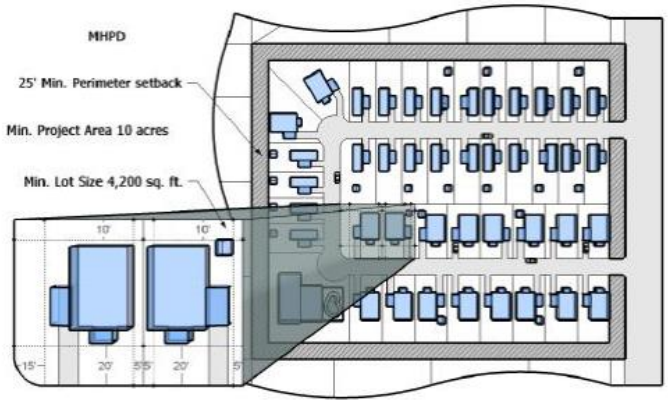
b. Existing Developments. For those mobile/manufactured home parks in existence prior to the adoption of these Regulations, or annexed to the city subsequent to the adoption of these Regulations, the site regulations under which the park was developed shall continue in force. General maintenance and minor modifications to existing improvements shall be allowed, if such maintenance and improvements do not worsen the extent of nonconformity. Should the park be damaged in excess of seventy-five percent (75%), redevelopment shall require submittal of a site plan for review and processing as a major site plan modification, to indicate how redevelopment will provide maximum compliance with development regulations, with particular emphasis on perimeter setbacks and buffering, and internal roadway design and access for service and emergency vehicles.

2. Use(s) Allowed. See "Use Matrix Table 3-28" in Chapter 3, Article IV, Section 3.D.

3. Building and Site Regulations (Table 3-14).

BUILDING/SITE REGULATIONS [4] MHPD District	
Minimum project area:	10 acres
Minimum lot size:	4,200 s.f.
Minimum perimeter setbacks:	25 feet

Special perimeter setback reduction for principal and accessory structures:	
Abutting: I-95 or railroad tracks~~:~~	50%
Abutting: Intracoastal~~:~~	50%
Abutting: Lakes~~:~~	50%
Abutting: Golf Course~~:~~	50%
Abutting: Canals wider than 150 ft	50%
Abutting: Canals narrower than 150 ft	33%
Abutting: Perimeter walls of community that abut other than residential~~:~~	50%
Abutting: Commercial or Industrial	50%
Abutting: Public or private park~~:~~	50%
Minimum yard setbacks (per lot):	
Front:	20 feet
Rear:	10 feet
Interior side:	5 feet
Corner side:	10 feet
Maximum lot coverage:	N/A
Maximum structure height:	30 feet



4. Accessory Structures.

a. Structures of a permanent nature shall not be added or attached to a mobile home, unless such mobile home is placed upon a site conforming to the minimum requirements for a mobile home.

b. The combined area of all additions or attachments shall not exceed the gross area of the mobile home itself. Carports are not included in the above limitation provided that the width of the individual lot is adequate for separation requirements.

5. Review and Approval Process.

a. All development and redevelopment within the MHPD zoning district shall be governed by a master plan with approval granted by the City Commission in accordance with Chapter 2, Article II, Section 2.D.6.

b. Site plan approval shall be required in accordance with Chapter 2, Article II, Section 2.F. prior to application for building permit.

6. Parking. Required off-street parking is regulated in accordance with Chapter 4, Article V~~,~~. Minimum Off-Street Parking Requirements.

7. Modifications. Any modification proposed within the MHPD zoning district shall be in conformance with Master Plan modifications pursuant to Chapter 2, Article II, Section 2.D.6.

8. Miscellaneous.

a. No part of any mobile home, or any addition or appurtenances thereto shall be located within ten (10) feet of any accessory or service building or structure used in connection with a mobile/manufactured home park.

b. Additional perimeter buffering and landscape material may be required as recommended by the Director of Planning and Zoning or designee to ensure compatibility with adjacent properties.

(Ord. 10-025, passed 12-7-10; Am. Ord. 12-010, passed 6-19-12; Am. Ord. 12-016, passed 10-2-12; Am. Ord. 16-024, passed 1-3-17; Am. Ord. 17-023, passed 9-19-17; Am. Ord. 19-018, passed 7-2-19; Am. Ord. 19-032, passed 10-1-19; Am. Ord. 20-004, passed 3-3-20; Am. Ord. 20-017, passed 7-7-20; Am. Ord. 20-018, passed 7-7-20; Am. Ord. 22-022, passed 11-14-22)

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ARTICLE IV. USE REGULATIONS

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Sec 3. Use Regulations

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D. Use Matrix (Table 3-28)

P = Permitted C = Conditional A = Accessory	**R-1-AAB**	**R-1-AA**	**R-1-A**	**R-1**	**R-2**	**R-3**	**IPUD**	**PUD**	**MHPD**	**C-1**	**C-2**	**C-3**	**C-4**	**CBD**	**PCD**	**SMU**	**MU-1**	**MU-2**	**MU-3**	**MU-4**	**MU-C**	**M-1**	**PID**	**PU**	**REC**
Residential & Lodging																									
Dwelling, Single-family (Detached)	P 38	P 38	P 38	P 38	P 38	P 38	P 38	P 38			P 38					P 38									

…

Live-Work Units																P 42	P 42	P 42	P 42	P 42	P 42		P 27		
Manufactured Home/ Mobile Home									P 38																

…

E. Use Footnotes

…

38. General Note. Any Single-family (Detached) Dwelling, Mobile Home, or Manufactured Home with an open space between the finished floor and grade shall have a perimeter foundation enclosure (skirting) constructed of durable, ground-contact-rated materials, continuously anchored, and ventilated to prevent moisture buildup. Acceptable materials include concrete block (CMU), faux rock systems, poured concrete, pressure treated wood rated for ground contact, fiber cement panels, vinyl skirting designed for manufactured homes, corrosion resistant metal panels, or composite skirting systems. All wheels shall be removed from any Mobile Home or Manufactured Home prior to the issuance of a certificate of occupancy. A Manufactured Home that qualifies as an Offsite-Constructed Residential Dwelling is a Single-family (Detached) Dwelling and is permitted in any zoning district where Single-family (Detached) Dwellings are permitted.

39. Reserved.

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DEVELOPMENT DEPARTMENT
PLANNING AND ZONING DIVISION

STAFF REPORT

TO:	Mayor and Members of the City Commission
THRU:	Gabe Sevigny Interim Planning and Zoning Division Director
FROM:	Leticia Sabio Planner I
DATE:	October 1, 2026 City Commission Dates: October 20, 2026 & November 3, 2026
REQUEST:	Approve amendments to Chapter 1, Article II "Definitions"; Chapter 2, Article III, Section 2 "Subdivision and Platting"; Chapter 3, Article II, Section 8 "Temporary Building and Collection Sites", Article III, Section 2 "Residential Districts", and Article IV, Section 3 "Use Regulations; of the Land Development Regulations to incorporate changes related to Offsite-Constructed Residential Dwelling and comply with new state legislation.

OVERVIEW

Staff proposes amendments to the City's Land Development Regulations (LDR) to ensure consistency with Chapter 2026-7 and Chapter 2026-63, Laws of Florida, which became effective July 1, 2026.

The new state law requires local governments to allow *Offsite-Constructed Residential Dwellings*, including *Manufactured Buildings* intended for single-family residential use and *Manufactured Homes*, in any zoning district where single-family detached dwellings are permitted. The law further prohibits cities from treating *Offsite-Constructed Residential Dwellings* more restrictively than site-built single-family homes.

To comply, staff proposes to (1) update the definition of *Dwelling, Single-Family (Detached)* to include *Offsite-Constructed Residential Dwellings*, and update all related definitions to match State terminology, (2) Amend the Use Matrix (Table 3-28) and the Use Footnotes section to establish regulations for foundation enclosure (skirting) for dwellings with an open space between the finished floor and grade, and (3) other clean-ups and consistency updates throughout the LDR to reflect the revised definitions.

By amending the definition of *Dwelling, Single Family (Detached)* to include *Offsite Constructed Residential Dwellings*, all zoning districts that currently permit detached single-family homes will also permit *Offsite Constructed Residential Dwellings*, ensuring consistency with State legislation.

EXPLANATION & PROPOSED AMENDMENT

Chapter 2026-7 and Chapter 2026-63, Laws of Florida, amended Section 553.385, F.S., defining *Offsite-Constructed Residential Dwelling* to include a *Manufactured Building* under §553.36(13), which is intended for single-family residential use, or a *Manufactured Home* under §320.01(2)(b).

Under this new statute, *Offsite-Constructed Residential Dwellings* must be permitted as of right in all zoning districts that allow single-family detached residences. Local governments may not adopt

or enforce zoning or development regulations that treat *Offsite-Constructed Residential Dwelling* differently or more restrictively than site-built homes. Any conflicting codes are declared void and unenforceable.

To achieve consistency with these state requirements, staff propose the following LDR amendments:

1. **Amend Chapter 1, Article II. Definitions**

   a. Update the definition of *Dwelling, Single-Family (Detached)* to clarify that the term includes *Offsite-Constructed Residential Dwelling*, consistent with the State definition. This change ensures these manufactured structures are recognized as single-family dwellings for all zoning and land-use purposes.

   b. Include the definition for *Manufactured (Modular) Building* per Florida Statutes.

   c. Update the definition for *Manufactured Home* per Florida Statutes.

   d. Update the definition of *Manufactured Home Park* to *Mobile/Manufactured Home Park* and revise the definition for further clarification.

   e. Update the definition for *Mobile Home* per Florida Statutes.

   f. Remove the definition of *Mobile Home Park*, since this has been combined with *Mobile/Manufactured Home Park.*

   g. Include a new definition for *Offsite-Constructed Residential Dwelling* per Florida Statutes.

2. **Amend Chapter 2, Article III, Section 2. C. 3. Review Criteria for Final Plat**
   Include the term "Manufactured" wherever the LDR currently refers to *Mobile Home*, to ensure consistency between the definitions. All references should be updated to *Mobile/Manufactured Home* or *Mobile/Manufactured Home Park*, as appropriate, since the two terms now have different definitions.

3. **Amend Chapter 3, Article II, Section 8. Temporary Buildings and Collection Sites**
   Include the term *Manufactured Home* within the list of temporary buildings for Emergency Housing to ensure consistency now that the terms *Mobile Home* and *Manufactured Home* have different definitions.

4. **Amend Chapter 3, Article III, Section 2. F. R-3 Multi-family Residential District**
   Update terminology and capitalization for consistency with defined terms, such as revising "single family dwelling" to "Single-Family (Detached) Dwelling."

5. **Amend Chapter 3, Article III, Section 2. I. MHPD Mobile Home Planned Development District**
   Include clarification that for purposes of this chapter, which refers to the zoning regulations applicable to the Mobile Home Planned Development District, the term *Mobile Home* refers to either a *Mobile Home* or a *Manufactured Home*, as defined by the applicable definitions.

6. **Amend Chapter 3, Article IV, Section 3. Use Regulations**
   a. Update Use Matrix (Table 3-28) to include footnote #38 to all zoning districts where single-family detached dwellings are allowed, establishing regulations for foundation

enclosure (skirting) for all dwellings with an open space between the finished floor and grade.

b. Revise the *Manufactured Home* use category to include *Mobile Home* in the Use Matrix (Table 3-28). Under this change, both *Manufactured Home* (post-1976) and *Mobile Homes* (pre-1976) are permitted within the MHPD zoning district.

c. Update Use Matrix (Table 3-28) to include footnote #38 to MHPD zoning district, establishing regulations for foundation enclosure (skirting) for *Manufactured Home* and *Mobile Home* within the MHPD district.

CONCLUSION/RECOMMENDATION

Staff recommends **APPROVAL** of Proposed Ordinance amending the applicable sections of the Land Development Regulations to ensure consistent treatment of *Offsite-Constructed Residential Dwelling* within all single-family residential zoning districts, as well as consistency among related definitions throughout the Code, and bring the City Code into compliance with Chapter 2026-7 and Chapter 2026-63, Laws of Florida.



Offsite-Constructed Residential Dwellings

LDR Amendment – CDRV 26-013

City Commission

1st Reading: October 20, 2026

Project Overview

CHAPTERS 2026-7 & 2026-63, LAWS OF FLORIDA

1. Allow **Offsite Constructed Residential Dwellings**, including Manufactured Buildings intended for single-family residential use and Manufactured Homes, in **any zoning district where single family detached dwellings are permitted**.
2. The law further prohibits cities from treating Offsite Constructed Residential Dwellings more restrictively than site built single-family homes.

STAFF REQUEST

LDR AMENDMENTS TO ALIGN WITH STATE LAW:

Chapter 1, Article II. Definitions

1) Include **Offsite Constructed Residential Dwellings** within the definition for **Single-family (Detached) Dwellings** and update all related **definitions** consistent with Florida Statutes.

Chapter 3, Article IV. Use Regulations

2) Revise the **Use Matrix table** to include footnote establishing regulations for foundation enclosure (skirting).

Chapter 2 through 3

3) Revise multiple code sections for clarity due to new definitions and remove all non-compliant or conflicting language.

Understanding What the New Law Covers

1 MANUFACTURED HOME



- Built in a factory on a permanent chassis to HUD Code (federal standard).
- Transported to the site in one or more sections and placed on a permanent foundation.
- Built on or after June 15, 1976.
- When installed on a permanent foundation and titled as real property, it is treated as a dwelling.

COVERED BY NEW LAW

2 MODULAR HOME
(RESIDENTIAL MANUFACTURED BUILDING)



- Built in sections (modules) in a factory to state or local building codes (not HUD Code).
- Transported to the site on flatbed trucks and assembled on a permanent foundation.
- Considered real property once affixed to the land.
- Designed for permanent residential use.

COVERED BY NEW LAW

3 MOBILE HOME
(PRE-HUD CODE)



- Built in a factory before June 15, 1976 (pre-HUD Code).
- Transported to the site and placed on a foundation or supports.
- Generally considered personal property, unless converted to real property under state law.

NOT COVERED BY NEW LAW

4 RV / TRAVEL TRAILER



- Built as a recreational vehicle to ANSI standards.
- Designed to be self-propelled or towable.
- Has wheels and is not intended for permanent residential use.
- Considered personal property.

NOT COVERED BY NEW LAW

Summary of Effects

- **Offsite Constructed Residential Dwellings** will be allowed anywhere where **Single-Family (Detached) Dwellings** are allowed.
- **All zoning regulations are still applicable**.
- Skirting rules created for compatibility standards.

STAFF'S RECOMMENDATION

Staff recommends APPROVAL of Proposed Ordinance No. 26-029 amending the applicable sections of the Land Development Regulations to bring the City Code into compliance with Chapters 2026-7 & 2026-63, Laws of Florida.

Code Updates

1 Amend Chapter 1, Article II. Definitions

a. **Dwelling, Single Family (Detached)** *(updated)*

> *DWELLING, SINGLE-FAMILY (DETACHED) - A detached building or modular structure containing one (1) dwelling unit entirely surrounded by open space and not attached to another dwelling unit's foundation or roof or joined at one (1) or more sides by a tenant separation (party) wall or walls.* ***This shall include an "Offsite-Constructed Residential Dwelling".***

b. **Manufactured (Modular) Building** *(new definition per Florida Statutes)*

c. **Manufactured Home** (post-1976) *(updated per Florida Statutes)*

d. **Mobile/Manufactured Home Park** *(updated)*

e. **Mobile Home** (pre-1976) *(updated per Florida Statutes)*

f. **Mobile Home Park** *(removed/combined with "d")*

g. **Offsite-Constructed Residential Dwelling** *(new)*

> *OFFSITE-CONSTRUCTED RESIDENTIAL DWELLING - a "Manufactured Building" which is intended for single-family residential use, or a "Manufactured Home" which is constructed in whole or in part offsite and is treated as real property.*

By amending the definition of ***Dwelling, Single Family (Detached)*** to include ***Offsite Constructed Residential Dwellings***, all zoning districts that currently permit detached single-family homes will also permit *Offsite Constructed Residential Dwellings*, ensuring consistency with State legislation.

Code Updates

2 Amend Chapter 2, Article III, Section 2. C. 3.
Review Criteria for Final Plat

Include the term “Manufactured” wherever the LDR currently refers to Mobile Home, to ensure consistency between the definitions.

3 Amend Chapter 3, Article II, Section 8.
Temporary Buildings and Collection Sites

Include the term “Manufactured Home” within the list of temporary buildings for Emergency Housing to ensure consistency among different definitions.

4 Amend Chapter 3, Article III, Section 2. F.
R-3 Multi-family Residential District

Update terminology and capitalization for consistency with defined terms, such as revising “single family dwelling” to “Single Family (Detached) Dwelling.”

5 Amend Chapter 3, Article III, Section 2. I.
MHPD Mobile Home Planned Development District

Include clarification that for purposes of this chapter, the term Mobile Home refers to either a Mobile Home or a Manufactured Home, as defined by the applicable definitions.

6 Amend Chapter 3, Article IV, Section 3. *Use Regulations, D. Use Matrix & E. Use Footnotes*

- Add footnote #38 to zoning districts that allow single-family homes to establish skirting requirements for foundation enclosure.
- Update the Use Matrix to include Mobile Homes under the Manufactured Home category, allowing both in the MHPD district.
- Apply footnote #38 to the MHPD district to require skirting for Manufactured and Mobile Homes.

Code Updates

Use Matrix (Table 3-28)

P = Permitted C = Conditional A = Accessory	R-1-AAB	R-1-AA	R-1-A	R-1	R-2	R-3	IPUD	PUD	MHPD	C-1	C-2	C-3	C-4	CBD	PCD	SMU	MU-1	MU-2	MU-3	MU-4	MU-C	M-1	PID	PU	REC
Residential & Lodging																									
Dwelling, Single-family (Detached)	P 38	P 38	P 38	P 38	P 38	P 38	P 38	P 38			P 38					P 38									
...																									
Live-Work Units																P 42	P 42	P 42	P 42	P 42	P 42		P 27		
Manufactured Home/ Mobile Home									P 38																

38. General Note. Any Single-family (Detached) Dwelling, Mobile Home, or Manufactured Home with an open space between the finished floor and grade shall have a perimeter foundation enclosure (skirting) constructed of durable, ground-contact-rated materials, continuously anchored, and ventilated to prevent moisture buildup. Acceptable materials include concrete block (CMU), faux rock systems, poured concrete, pressure treated wood rated for ground contact, fiber cement panels, vinyl skirting designed for manufactured homes, corrosion resistant metal panels, or composite skirting systems. **All wheels shall be removed from any Mobile Home or Manufactured Home prior to the issuance of a certificate of occupancy**. A Manufactured Home that qualifies as an Offsite-Constructed Residential Dwelling is a Single-family (Detached) Dwelling and is permitted in any zoning district where Single-family (Detached) Dwellings are permitted.

Thank you!
Questions?

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 11/ 5/2026

Proposed Ordinance No. 26-030- Second Reading, An Ordinance of The City Commission of the City of Boynton Beach, Florida Amending Chapter 2 "Administration," Article IV "Purchasing and Consultants," of the City's Code of Ordinances By Creating a New Section 2-62 "Veteran Business Enterprise Preference," to Establish a Procurement Preference for Certified Veteran Business Enterprises; Providing for Codification; Providing for Severability; Providing for Conflicts; and Providing for an Effective Date.

Requested Action: Staff recommends approval of Proposed Ordinance 26-030 at second reading.

Explanation of Request: Generations of men and women have answered the call to serve in the Armed Forces of the United States. They have left their families, homes, and careers to defend our freedoms, often at great personal cost. Many come home carrying the visible and invisible wounds of their service. All of them come home with the discipline, leadership, integrity, and mission focus that military service builds.

Those veterans are our neighbors. According to the U.S. Census Bureau, 3,315 veterans live in the City of Boynton Beach, and 63,752 veterans live in Palm Beach County (American Community Survey, 2020–2024). Statewide, the FDVA reports about 1.38 million veterans in Florida, the second-largest veteran population in the nation, behind only Texas. The FDVA also reports that more than 500,000 Florida veterans have a service-connected disability, and more than 400,000 served during the Vietnam era.

When veterans return to civilian life, many put the skills they learned in uniform to work by starting their own businesses. Veteran-owned businesses hire other veterans, build up local economies, and bring the same commitment to their customers that they brought to their country. Yet veterans who start businesses face real obstacles. Years spent serving the nation are years not spent building business networks, developing bonding capacity, building credit history, or gaining familiarity with public procurement. A preference program helps level that playing field. It does not lower the standards a vendor must meet.

The State recognized this by passing the Florida Veteran Business Enterprise Opportunity Act (s. 295.187, F.S.). The Act sets up a statewide certification for Veteran Business Enterprises (VBEs), administered by the Department of Management Services' Office of Supplier

Diversity. It also expressly encourages cities and counties to give certified VBEs consideration in their own procurement. The City has no such program today. This ordinance answers the Legislature's invitation and turns the City's gratitude toward veterans into concrete economic opportunity.

The ordinance is built to honor that service while protecting taxpayers and keeping the City's procurement process fair:

- The City never pays more. In sealed bids, a certified VBE within 10% of the lowest bid has the opportunity to match it. The City still pays the lowest price.
- Quality still matters. In RFPs, RFQs, and other best-value solicitations, certified VBEs receive 5 evaluation points (or 5% of total points). VBE status is one factor alongside qualifications, experience, and price.
- Ties go to veterans. When a certified VBE and a non-VBE submit equal bids or proposals, the award goes to the VBE.
- Only verified veterans benefit. Eligibility requires current State certification, submitted with the bid, and confirmed against State records. Vendors who misrepresent their status face rejection, contract termination, and debarment.
- It works alongside existing programs. The VBE preference combines with the City's other preference programs, such as the Local Business Preference. A local, veteran-owned business can therefore benefit from both.
- It stays within the law. The preference does not apply where state or federal law, or grant terms, prohibit it. That includes CCNA professional services, certain grant-funded and state-funded construction projects, cooperative/piggyback contracts, and emergency or sole-source purchases.
- It is accountable. Procurement Services will report to the Commission annually on the programs performance.

The more than 3,300 veterans who call Boynton Beach home have already served their country. Adopting this ordinance sends a clear message: the City of Boynton Beach does more than thank veterans for their service. It opens the door for them to keep serving their community as business owners, employers, and partners of the City.

How will this affect city programs or services? Allowing a veteran's preference.

Account Line Item and Description: N/A

Fiscal Impact: N/A

Attachments:
Ord 26-030 Agenda_Item_5067-2026_-_Ordinance_No._26-XXX_-_Veteran_Preference_-_AR_and_SW_-_Final.docx
business-impact-estimate-Veteran Ordinance.docx
VBE Preference Ordinance - Final.pptx

ORDINANCE NO. 26-030

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING CHAPTER 2 "ADMINISTRATION," ARTICLE IV "PURCHASING AND CONSULTANTS," OF THE CITY'S CODE OF ORDINANCES BY CREATING A NEW SECTION 2-62 "VETERAN BUSINESS ENTERPRISE PREFERENCE," TO ESTABLISH A PROCUREMENT PREFERENCE FOR CERTIFIED VETERAN BUSINESS ENTERPRISES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Boynton Beach (the "City") is a municipal corporation of the State of Florida with broad home rule authority under Article VIII, Section 2(b) of the Florida Constitution and Chapter 166, Florida Statutes, to enact legislation concerning any subject matter upon which the Legislature may act, including the establishment of procurement policies and preferences; and

WHEREAS, section 295.187, Florida Statutes, the Florida Veteran Business Enterprise Opportunity Act, establishes a certification for Veteran Business Enterprises administered by the Florida Department of Management Services through its Office of Supplier Diversity; and

WHEREAS, section 295.187(4)(c), Florida Statutes, encourages political subdivisions of the State to provide consideration to certified veteran business enterprises in their procurement activities; and

WHEREAS, the City wishes to recognize the service and sacrifice of the men and women who have served in the Armed Forces of the United States by encouraging the participation of certified Veteran Business Enterprises in the City's procurement opportunities, while preserving fair and open competition and the integrity of the City's procurement process; and

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WHEREAS, the City maintains other procurement preference programs and intends that the preference established by this Ordinance operate concurrently with, and in addition to, such other programs, except as otherwise provided by the terms of the applicable program; and

WHEREAS, the City intends that the preference established by this Ordinance not apply where its application is prohibited by, or would conflict with, applicable law, including grant-funded procurements, professional services procured under the Consultants' Competitive Negotiation Act, and certain public construction procurements, as well as any other goods or services that may need to be solicited in the future; and

WHEREAS, the City intends that the preference established by this Ordinance not be applied where its application would conflict with section 255.0991 or section 255.0992, Florida Statutes, relating to state-funded public works projects; and

WHEREAS, the City Commission intends that this Ordinance be administered consistently with the City's Purchasing Policy Manual adopted pursuant to Section 2-56.1(b) of the City's Code of Ordinances and directs that the Manual be amended to conform to this Ordinance; and

WHEREAS, the City Commission has determined that the adoption of this Ordinance serves the public health, safety, and welfare of the citizens of the City of Boynton Beach.

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

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Section 1: Ratification. The foregoing "WHEREAS" clauses are hereby ratified as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2: Creation of Section 2-62. Chapter 2 "Administration," Article IV "Purchasing and Consultants," of the City's Code of Ordinances is hereby amended by creating a new Section 2-62 to read as follows:

Sec. 2-62. Veteran Business Enterprise Preference.

(a) Purpose and intent. The purpose of this section is to encourage participation by certified Veteran Business Enterprises in the City's procurement opportunities, in recognition of the service and sacrifice of the men and women who have served in the Armed Forces of the United States, while preserving fair and open competition. This section is adopted pursuant to the City's home rule authority and is intended to complement section 295.187, Florida Statutes, which encourages political subdivisions to provide consideration to certified veteran business enterprises.

(b) Definitions. For purposes of this section, the following terms shall have the meanings set forth below:

"Best-value solicitation" means a competitive solicitation in which the award is based on a combination of price and non-price factors rather than on price alone.

"City" means the City of Boynton Beach, Florida.

"DMS" means the Florida Department of Management Services, or its successor agency.

"Formal solicitation" means a competitive solicitation issued pursuant to the Sealed Competitive Method described in the City's Purchasing Policy Manual, including a sealed Invitation to Bid, Request for Proposals, Request for Qualifications, or Request for Letters of Interest, for a procurement meeting or exceeding the Mandatory Solicitation Amounts set forth in that Manual.

"Local Business Preference" means the preference program for Local Businesses set forth in the City's Purchasing Policy Manual, as amended from time to time.

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"Low bid" means the lowest bid submitted by a responsive and responsible bidder in a competitive sealed bid, as determined by the City; the terms "low bid" and "lowest responsive, responsible bid" are used interchangeably in this section.

"Office of Supplier Diversity or OSD" means the Office of Supplier Diversity within DMS, or its successor, which administers the certification of Veteran Business Enterprises under section 295.187, Florida Statutes.

"Ordinal ranking" means an evaluation method in which proposals are ranked in order of preference by the members of an evaluation committee without the assignment of numerical points.

"Points-based evaluation" means an evaluation method in which proposals are scored on a numerical point scale.

"Right to match" means the opportunity extended to a certified VBE to match the low bid and receive the award, as provided in subsection (d).

"Veteran Business Enterprise or VBE" means a business that holds a current and active certification as a Veteran Business Enterprise issued by DMS through the OSD pursuant to section 295.187, Florida Statutes.

(c) Certification and verification required. Eligibility for any preference under this section shall be established as follows:

(1) A vendor claiming a preference under this section must hold a current and active VBE certification issued by DMS through the OSD at the time of bid or proposal submittal and at the time of award.

(2) To claim a preference under this section, a vendor shall submit, at the time of and together with its bid or proposal, documentation of its VBE certification issued by DMS through the OSD. A vendor that fails to submit the required certification documentation at the time of bid or proposal submittal shall not be entitled to any preference under this section, and no preference shall be applied. The certification documentation shall be accompanied by a certification statement, in the form established by Procurement Services and executed under penalty of perjury by an authorized representative of the vendor, affirming the vendor's certification status and affirming that the vendor will perform a commercially useful function under any resulting contract.

(3) Procurement Services shall determine eligibility based upon the vendor's certification status as reflected in the records of the OSD. Certification status is not subject to cure after the submittal deadline.

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(4) Continuing eligibility. A vendor claiming a preference under this section shall notify Procurement Services in writing within five (5) business days of any revocation, lapse, suspension, or non-renewal of its VBE certification, and of any event required to be reported to DMS under section 295.187(5)(d), Florida Statutes, occurring before contract execution. If a vendor's certification is revoked or lapses after a preference has been applied but before award, the preference shall be withdrawn, and the procurement shall proceed as if no preference had been claimed.

(5) Misrepresentation; remedies. A vendor that misrepresents its VBE certification status, or that fails to perform a commercially useful function after receiving a preference under this section, shall be subject to rejection of its bid or proposal, rescission or termination of any resulting contract, and suspension or debarment under the debarment and suspension provisions of the City's Purchasing Policy Manual. These remedies are in addition to any remedy available under sections 287.133 and 838.22, Florida Statutes, and any other applicable law.

(d) Right to match; competitive sealed bids. The following preference shall apply to formal solicitations that are competitive sealed bids in which an award is made to the lowest responsive, responsible bidder:

(1) If a certified VBE submits a responsive and responsible bid that is within ten percent (10%) of the low bid, and the low bid was not submitted by a certified VBE, the City shall offer the certified VBE the opportunity to match the low bid.

(2) If more than one certified VBE submits a bid within ten percent (10%) of the low bid, the opportunity to match shall be offered first to the certified VBE with the lowest bid among them, and thereafter in ascending order of bid amount.

(3) A certified VBE offered the right to match shall have the period stated in the solicitation, or if none is stated, five (5) business days, to agree in writing to match the low bid. If the certified VBE timely agrees to match, the City shall award to that VBE at the matched price. If the certified VBE declines or fails to respond timely, the right to match shall pass to the next eligible certified VBE within the band, if any, and otherwise the award shall proceed without application of this preference.

(4) In no event shall the application of this subsection require the City to pay more than the low bid.

(e) Evaluation points; requests for proposals and best-value solicitations. The following preference shall apply to formal solicitations that are requests for proposals or requests for qualifications and other best-value solicitations evaluated by a points-based method:

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(1) In any solicitation evaluated on a one hundred (100) point scale, a certified VBE shall be awarded five (5) points.

(2) Where a solicitation uses a point scale other than one hundred (100) points, the preference shall be five percent (5%) of the total available points, rounded to the nearest whole point.

(f) Ordinal ranking solicitations. In any formal solicitation evaluated by ordinal ranking rather than by a points-based method, no preference points shall be assigned. In such solicitations, a proposer's status as a certified VBE shall be a factor that the evaluation committee may consider in its ranking, together with the other evaluation criteria stated in the solicitation.

(g) Tie bids and tie rankings. The following shall apply where two or more bids or proposals in a formal solicitation are tied:

(1) Where a certified VBE and one or more bidders or proposers that are not certified VBEs submit tied bids or proposals, the award shall be made to the certified VBE.

(2) Where two or more certified VBEs submit tied bids or proposals, the award shall be made to the certified VBE having the smallest net worth, consistent with section 295.187(4)(b), Florida Statutes.

(3) The preference under this subsection shall be applied after any tie-breaking preference required by state law, including the drug-free workplace preference under section 287.087, Florida Statutes, and before the tie-breaking criteria set forth in the City's Purchasing Policy Manual.

(h) Concurrent application with other preference programs. The preference in this section applies in addition to the City's Local Business Preference, as set forth in the City's Purchasing Policy Manual, and any other preference program the City may maintain from time to time. A vendor that qualifies under more than one program receives the combined benefit. The preferences are applied cumulatively to the extent permitted by law, subject to each program's own eligibility requirements, limits, and exclusions. Where the applicable programs operate as a right to match, the percentage bands are combined to determine a vendor's eligibility to match the low bid under subsection (d), and in no event shall the combined preference require the City to pay more than the low bid. For example, if the lowest responsive, responsible bid is $200,000, a certified VBE is eligible to be offered the right to match where its own bid is within $20,000, or ten percent (10%), of that low bid. A vendor that also qualifies for the Local Business Preference is eligible within the combined bands; if, for illustration, the Local Business Preference band were $5,000, the combined eligibility band would be $25,000. In each case,

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the vendor that accepts the offer is awarded at the $200,000 low bid, and the City pays no more than the low bid. In solicitations scored on the evaluation points method, the points available under each applicable program are combined and awarded cumulatively.

(i) Exclusions; inapplicability. This section shall not apply, and no preference shall be granted under this section, to any procurement where application of the preference is prohibited by, or would conflict with, applicable law, regulation, or contract terms, including but not limited to:

(1) Professional services procured under the Consultants' Competitive Negotiation Act, section 287.055, Florida Statutes;

(2) Procurements funded in whole or in part by federal or state grants, awards, or other funds, where applicable statutes, regulations, or grant or award terms prohibit or are inconsistent with the application of the preference;

(3) Construction projects funded in whole or in part with state-appropriated funds, consistent with section 255.0991, Florida Statutes, and any public works project exceeding the amount set forth in section 255.0991, Florida Statutes, that is paid for with state-appropriated funds and for which the City is not the sole source of funding, and any other public construction procurement where application of the preference would conflict with the competitive bidding requirements applicable to public construction;

(4) Purchases made through cooperative purchasing agreements, state term contracts, GSA contracts, or other governmental ("piggyback") contracts;

(5) Emergency or sole-source purchases; and

(6) Any other procurement where application of the preference is prohibited by law, contract, or regulation applicable to the City.

(j) Administration; solicitation documents; waiver. The following shall govern the administration of this section:

(1) Procurement, shall administer this section and is authorized to establish the forms, certification statements, and written administrative procedures necessary to implement it, including the certification statement required by subsection (d)(2).

(2) The City Manager shall cause the City's Purchasing Policy Manual, adopted pursuant to Section 2-56.1(b) of this Code, to be amended to conform to this section within ninety (90) days of the effective date of this section.

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(3) The City Manager or designee may, in writing and prior to advertisement of a solicitation, waive application of the preference established by this section upon a determination that waiver is in the best interest of the City.

(4) Nothing in this section limits the City's right to reject any and all bids or proposals, to waive irregularities, to determine responsiveness and responsibility, or to evaluate the quality of the goods and services offered.

(k) Determinations; protests. The following shall govern determinations under this section:

(1) A determination by Procurement Services regarding eligibility for, or the application of, a preference under this section is an administrative determination and shall be documented in the procurement file.

(2) Any protest of a determination under this section shall be filed and resolved in accordance with the bid protest procedures set forth in the City's Purchasing Policy Manual. For purposes of those procedures, a protest of the application or non-application of a preference under this section shall be treated as a protest of a matter relating to the bid, and the time for filing shall run from the date the City posts its notice of intended award.

(l) Reporting and review. Procurement Services shall report annually to the City Commission on the operation of this section, including the number of solicitations in which the preference was available, the number of certified VBEs that claimed the preference, and the number of awards in which the preference was determined.

(m) No third-party rights. This section is adopted for the benefit of the public and does not create any right, entitlement, property interest, or cause of action in favor of any vendor, bidder, or proposer. No award shall be invalidated solely by reason of the City's failure to apply a preference under this section where the vendor did not timely submit the documentation required by subsection (c), or where the preference was inapplicable under subsection (i).

Section 3: Codification. It is the intention of the City Commission of the City of Boynton Beach, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Boynton Beach, Florida, and that Sections of this

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Ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article," or such other word or phrase in order to accomplish such intention.

Section 4: Severability. If any clause, section, or other part of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affect the validity of the other provisions of this Ordinance.

Section 5: Conflicts. That all Ordinances or parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 6: Effective Date. This Ordinance shall take effect immediately upon passage.

[SIGNATURES ON THE FOLLOWING PAGE]

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FIRST READING this _____ day of _____, 2026.

SECOND, FINAL READING AND PASSAGE this _____ day of _____, 2026.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice Mayor – Thomas Turkin	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Tammy Stanzione
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

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Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING CHAPTER 2 "ADMINISTRATION," ARTICLE IV "PURCHASING AND CONSULTANTS," OF THE CITY'S CODE OF ORDINANCES BY CREATING A NEW SECTION 2-62 "VETERAN BUSINESS ENTERPRISE PREFERENCE," TO ESTABLISH A PROCUREMENT PREFERENCE FOR CERTIFIED VETERAN BUSINESS ENTERPRISES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

Applicable Exemptions:

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;

☐ The proposed ordinance relates to the issuance or refinancing of debt;

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

[1] See Section 166.041(4)(c), Florida Statutes.

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

☐ The proposed ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☐ The proposed ordinance is enacted to implement the following:

a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):

The proposed ordinance creates a new Section 2-62 of the City Code establishing a procurement preference for businesses certified by the Florida Department of Management Services, Office of Supplier Diversity, as Veteran Business Enterprises (VBEs) under section 295.187, Florida Statutes. The ordinance serves the public health, safety, morals, and welfare by recognizing the service and sacrifice of veterans and by encouraging the participation of certified veteran-owned businesses in City procurement, thereby advancing local economic opportunity and employment while preserving fair and open competition and the integrity of the City's procurement process. It is adopted pursuant to the City's home rule authority and complements section 295.187, Florida Statutes, which encourages political subdivisions to give consideration to certified veteran business enterprises.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:

NONE

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

NONE

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

NONE

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

The businesses likely to be affected are those that may benefit from the preference, namely vendors certified by the Florida Department of Management Services, Office of Supplier Diversity (OSD), as Veteran Business Enterprises that choose to submit bids or proposals on City formal solicitations. That group is a small subset of the City's vendor pool, because OSD certification is limited to Florida-domiciled, veteran-owned small businesses, generally those with fewer than 200 employees and a net worth under $5 million, and only some of those operate in the commodity and service categories the City procures and elect to bid. The current number of certified Veteran Business Enterprises is maintained by the State in the OSD certified vendor directory at osd.dms.myflorida.com/directories.

4. Additional information the governing body deems useful (if any):

No business is required to obtain certification or to take any action, and no business incurs any cost as a result of this ordinance. Non-certified vendors are not subject to any new regulatory cost or compliance requirement. The preference affects only the comparative evaluation of competing bids and proposals, and in competitive sealed bids the City continues to pay no more than the lowest responsive, responsible bid.

Veteran Business Enterprise Preference

Proposed Section 2-62

First Reading | October 20, 2026 | Second Reading | November 5, 2026

Presented by: Procurement Operations and Contract Services



THANK YOU FOR YOUR SERVICE

Our veterans answered the call.

This ordinance is one way Boynton Beach answers back.

Veteran-owned businesses bring the discipline, leadership and commitment they learned in uniform home to our community. The VBE preference recognizes that service in City purchasing, while keeping competition fair and open.

ARMY | MARINE CORPS | NAVY | AIR FORCE | SPACE FORCE | COAST GUARD

Brought forward at the request of Vice Mayor Thomas Turkin

Why this ordinance

Honor service

Recognize the service and sacrifice of those who served in the U.S. Armed Forces.

Fair competition

Encourage VBE participation while preserving fair, open competition.

Rooted in state law

Complements s. 295.187, F.S., which encourages local governments to consider certified VBEs.

Who qualifies

1

Certified

Current, active VBE certification from the State (DMS Office of Supplier Diversity).

2

Documented

Certification and sworn statement submitted with the bid or proposal.

3

Held through award

Certification must be valid at submittal and at award. No cure after the deadline.

How the preference works

SEALED BIDS

Right to match

A VBE within 10% of the low bid may match it and win. The City never pays more than the low bid.

RFPs / RFQs

+5 points

Added on a 100-point scale (5% of total points on other scales).

ORDINAL RANKING

Consideration

No points. VBE status is a factor the committee may weigh.

Ties: a certified VBE wins a tie against non-VBEs (after the drug-free workplace tie-breaker).

1016

Stacks with other preferences

Preferences are cumulative where the law allows. Right-to-match bands are combined; evaluation points are added together.

★★★

$200,000

Low bid

★★★

$20,000

VBE band (10%)

★★★

$25,000

Combined band if the Local Business band is $5,000

The winning vendor is always awarded at the $200,000 low bid.

Where it does not apply

- Professional services under the CCNA (s. 287.055, F.S.)
- Grant-funded procurements where terms prohibit it
- State-funded construction (ss. 255.0991, 255.0992, F.S.)
- Cooperative, state term, GSA and other piggyback contracts
- Emergency and sole-source purchases
- Any case where law, regulation or contract prohibits it

Safeguards and next steps

Safeguards

- Misrepresentation: bid rejection, contract termination, debarment
- Vendors must notify the City in writing within 5 business days of any certification revocation, lapse, suspension or non-renewal. Preference withdrawn if lost before award.
- City Manager may waive in writing before advertisement
- Protests follow the Purchasing Policy Manual
- Annual report to the Commission

Next steps

Oct 20, 2026
First reading before the City Commission

November 5, 2026
Second reading before the City Commission

Implementation
Procurement Operation and Contract Services builds forms and procedures

Official Implementation Date
Purchasing Policy Manual and e-procurement System Updated - Rollout by 11/11/2026

★★★★★

Thank you

With gratitude to every veteran who has served our nation, and to the veteran-owned businesses who keep serving our community.

Questions and discussion

Requested by Vice Mayor Thomas Turkin | Presented by Procurement Operations and Contract Services

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 11/ 5/2026

Amendment 3 Update

Requested Action: Hear Amendment 3 Update

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 11/ 5/2026

Consideration of a Establishment of the Land Development Regulations (LDR) Task Force.

Requested Action: Provide by Motion or Consensus, direction to staff to prepare a resolution establishing the LDR Task Force.

Explanation of Request: At the direction of the City Commission, staff has created a proposal for the Land Development Regulations (LDR) Task Force. The discussion is to direct staff, based on the information provided, to move forward with drafting a resolution, or amend the proposal and draft a resolution based on the outcome.

How will this affect city programs or services? N/A

Account Line Item and Description: N/A

Fiscal Impact: N/A

Attachments:
LDR_Task_Force_Draft_Proposal.docx
Boynton_Beach_LDR_Task_Force_Presentation_Commission.pptx

Proposal: Land Development Regulations (LDR) Task Force

Targeted amendments to support economic development, permitting efficiency, and clearer development standards

1. Executive Summary

This proposal recommends that the City Commission establish a time-limited LDR Task Force to recommend targeted amendments to the Land Development Regulations. The task force is not a code rewrite. It will work from a defined punch list of code sections where current regulations create cost, delay, or uncertainty for businesses, property owners, and staff.

Staff recommends composition of staff plus industry/developer representatives and citizens, with conflict-of-interest safeguards written into the resolution. In addition to the economic development topics identified in the framework, staff propose code review items that generate frequent questions, variances, or inconsistent outcomes (Sustainability options, Shrubs and hedges along fences and walls, Engineering drainage calculation triggers).

Estimated timeline: 6–8 months from formation to a final recommendation package, followed by the standard ordinance adoption process.

2. Authorization & Charter

The task force will be created by City Commission resolution. Staff recommends the resolution include:

- **Statement of purpose** – tied to economic development, permitting streamlining, and clarity of development standards.
- **Enabling authority** – the Commission's home rule and police power authority to review and amend the LDR.
- **Sunset clause** – automatic dissolution upon delivery of final recommendations, or 9 months from appointment, whichever is first; Extended by Commission action.
- **Reporting relationship** – recommendations routed through the City Manager's Office and the Development Department for staff vetting before Commission review.
- **Scope limitation** – review limited to the named LDR and Engineering Design Handbook topics in Section 4, with staff identifying the specific sections before the first meeting; any expansion requires Commission approval.
- **Conflict-of-interest and recusal language**.

3. Recommended Composition

Staff recommends 5 voting members and 2 non-voting members:

Seat	Number	Notes
Residents	2	At least one from a single-family neighborhood; balances industry perspective (Commission-appointed)
Local business owner	1	Small business / tenant improvement perspective , business owner shall be located within city limits and have a current Business Tax Receipt (Commission-appointed)
Developer or builder	1	Commercial, mixed-use, or residential development experience (Commission-appointed)
Landscape architect, architect, Florida-licensed engineer, or Commercial real estate broker	1	Technical input on landscaping/buffer and drainage items (Commission-appointed)

Seat	Number	Notes
Staff: Planning & Zoning	1	Non-voting
Staff: Engineering	1	Non-voting

4. Targeted Scope (Initial Punch List)

Staff will finalize a list of 8–12 specific LDR sections before the first meeting. The proposed candidate topics are:

Topic
Parking requirements in urban/CRA districts
Site plan review thresholds and approval pathways
Permitting timelines and duplicative review steps
Sustainability options
Shrubs/hedges along fences and walls
Engineering drainage calculation triggers
DO Modifications – efficiency or admin
Relief applications that are always approved
Parking reduction types and how they are approved
Driveway width at the property line 24’ max
Should there be min landscape requirements for SF

5. Proposed Code Review Items

Each code review item will be framed as questions and options for the task force to evaluate.

5.1 Sustainability Options (Example 1)

Why it matters: Sustainability features can lower long-term costs for owners and the City, but when they are required without flexibility they add cost and slow approvals. A clear, voluntary menu with meaningful incentives supports both economic development and the City's sustainability goals.

Current code / practice: The City offers the Energy Edge Rebate Program for efficiency, solar, and EV charging improvements, and previous LDR amendments have shifted landscaping toward canopy trees over palms to reduce heat island effects. The CRA has supported green certification (e.g., NGBS) on residential projects. These efforts are not organized into a single, predictable set of options within the LDR.

Questions for the task force:

- Should sustainability measures remain voluntary, be incentive-based, or be required for certain project sizes?
- Which incentives are most valuable to applicants without undermining other standards?
- Are the existing sustainability features still relevant, please review and recommend items to be added, removed, and amended?

Amendment options to evaluate:

Option	Description
Points-based menu	Applicants pick from a list (e.g., EV-ready parking, solar-ready roofs, cool/reflective roofs, Florida-Friendly/native landscaping, water-efficient irrigation, bike parking, permeable pavement, third-party certification) to reach a target score.
Incentives	Expedited review, modest parking reduction, fee reduction, or density/height bonus in defined districts for projects that meet the target score.
Cross-credits	Allow qualifying green infrastructure to count toward pervious area or landscape requirements, subject to Engineering approval.
Tree canopy	Clarify canopy-tree preferences and credit for preserving existing mature trees.
Status quo	Keep current programs outside the LDR and improve public information only.

5.2 When Engineering Drainage Calculations Are Required (Example 2)

Why it matters: Drainage calculations protect neighbors and the stormwater system, but applicants – especially homeowners and small contractors – often do not know in advance whether a project will require a sealed engineering submittal. A clear, tiered standard reduces resubmittals and cost while keeping protection where it matters.

Current code / practice: A professionally prepared drainage plan is required when a project decreases permeable area by more than 800 square feet, per the Engineering Design Handbook and Construction Standards.

Questions for the task force:

- Is 800 square feet the right single threshold for all lot types, or should it scale with lot size and use?
- How should cumulative impervious additions over time be tracked?
- Can lower-impact projects use a simplified worksheet or prescriptive detail instead of sealed calculations?
- How should pavers, artificial turf, and permeable systems be counted?

Amendment options to evaluate:

Option	Description
Tiered triggers	Tier 1: small additions – no calculations, standard site sketch. Tier 2: mid-size or near the pervious limit – simplified drainage worksheet or prescriptive detail (e.g., exfiltration/dry well). Tier 3: large, commercial, or below pervious minimum – sealed PE calculations.
Cumulative tracking	Count impervious additions from a base date so repeated small projects trigger review.
Pervious minimum	Codify the lot-wide pervious percentage as a clear second trigger.
Material definitions	Define how pavers, turf, gravel, and permeable systems are counted, and when a permeable credit applies.
Applicant checklist	Publish a flowchart showing which tier applies, linked to the permit application.

6. Process & Timeline

Phase	Duration	Activity
1. Formation	4–6 weeks	Resolution adoption, appointments, staff punch list and data for topics selected.
2. Diagnostic	6–8 weeks	Review LDR sections; gather data (review times, variance history, resubmittal reasons, drainage complaints)
3. Drafting	8–10 weeks	Redlined amendment language, section by section
4. Public input	4 weeks	Public workshop(s); Planning & Development and Engineering Divisions review
5. Final recommendation	2–4 weeks	Task force adopts package and transmits to Commission
6. Commission action	Ongoing	First and second reading; ordinance adoption

Total: approximately 6–8 months from formation to final recommendation package.

7. Deliverables

- Final written report: findings, section-by-section redlines, anticipated impact of each change, and any minority positions.
- Plain-language summary for the business community and residents.
- Applicant aids for the new items: such as a fence/hedge graphic, a drainage tier flowchart, and/or a sustainability options checklist.

CITY OF BOYNTON BEACH | CITY COMMISSION

Land Development Regulations Task Force

Targeted amendments to support economic development, permitting efficiency, and clearer development standards



5 DECISIONS REQUESTED

A focused task force, not a code rewrite

6–8
months from formation to final recommendation package

8–12
LDR sections on a defined punch list

5 + 2
voting members plus non-voting staff

Five steps, Five decisions

Confirm = formal motion and vote. Consensus = direction from the Commission without a formal vote.

1	Establish the task force	Charter, authority, sunset, reporting, scope limit
2	Composition	5 voting members and 2 non-voting staff
3	Scope	Finalize the 8–12 section punch list
4	Process and timeline	Six phases over about 6–8 months
5	Deliverables	Report, plain-language summary, applicant aids

Step 1 · Establish the task force

Statement of purpose

Economic development, permitting streamlining, clear development standards

Enabling authority

Commission's home rule and police power to review and amend the LDR

Sunset clause

Ends at final report or 9 months, whichever is first; renewable by Commission

Reporting relationship

Via City Manager's Office and Development Dept., vetted by staff first

Scope limitation

Only the named LDR sections; any expansion needs Commission approval

Conflict of interest

Disclosure and recusal language written into the resolution

COMMISSION DIRECTION

CONFIRM

Motion to direct staff to draft a resolution creating the task force with the charter elements shown.

OR BY CONSENSUS

A Proceed as presented

B Proceed with changes noted today (e.g., sunset length)

C Hold for more information

Step 2 · Task force composition

2	**Residents** At least one from a single-family neighborhood; balances industry perspective	VOTING
1	**Local business owner** Small business and tenant improvement perspective	VOTING
1	**Developer or builder** Commercial, mixed-use, or residential development experience	VOTING
1	**Technical professional** Landscape architect, architect, FL-licensed engineer, or commercial real estate broker	VOTING
2	**Staff** Planning & Zoning and Engineering	NON-VOTING

COMMISSION DIRECTION

CONFIRM

Motion to approve 5 voting and 2 non-voting seats, with voting members appointed by the Commission.

OR BY CONSENSUS

- A — Composition as recommended
- B — Adjust the seat mix
- C — Alternative structure set by Commission

Step 3 · Confirm the scope

#	Candidate topic	Staff-added	Include	Defer	Remove
1	Parking requirements in urban/CRA districts		☐	☐	☐
2	Site plan review thresholds and approval pathways		☐	☐	☐
3	Permitting timelines and duplicative review steps		☐	☐	☐
4	Sustainability options		☐	☐	☐
5	Shrubs and hedges along fences and walls		☐	☐	☐
6	Engineering drainage calculation triggers		☐	☐	☐
7	Development order (DO) modifications (efficiency/admin)		☐	☐	☐
8	Relief applications that are always approved		☐	☐	☐
9	Parking reduction types and how they are approved		☐	☐	☐
10	Driveway width at the property line (24' maximum)		☐	☐	☐
11	Minimum landscape requirements for single-family		☐	☐	☐

CONFIRM

Motion to approve the punch list; staff sets the final list before the first meeting.

OR BY CONSENSUS

- A — Approve the list as shown
- B — Add or remove topics (mark above)
- C — Defer selected topics

Step 4 · Process and timeline

1	**Formation** Resolution adoption, appointments, staff punch list and data	4–6 WEEKS
2	**Diagnostic** Gather review times, variance history, resubmittal reasons, complaints	6–8 WEEKS
3	**Drafting** Redlined amendment language, section by section	8–10 WEEKS
4	**Public input** Public workshop(s); Planning & Development Board review	4 WEEKS
5	**Final recommendation** Task force adopts package and transmits to Commission	2–4 WEEKS
6	**Commission action** First and second reading; ordinance adoption	ONGOING

About 6–8 months to final recommendation package; the 9-month sunset leaves a buffer

COMMISSION DIRECTION

CONFIRM

Motion to approve the six-phase work plan (about 6–8 months) within the 9-month sunset.

OR BY CONSENSUS

- A — Approve as presented
- B — Add a Commission check-in at a milestone
- C — Adjust the timeline

Step 5 · Deliverables

Final written report

Findings, section-by-section redlines, anticipated impact of each change, and any minority positions.

Plain-language summary

A short summary written for the business community and residents.

Applicant aids

Fence/hedge graphic, drainage tier flowchart, and sustainability options checklist.

CONFIRM

Motion to approve the report, plain-language summary, and applicant aids as required deliverables.

OR BY CONSENSUS

- A Approve as listed
- B Add or remove deliverables
- C Request more detail

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RESOLUTION NO. 2027- 02

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A THIRD EXTENSION BETWEEN THE CITY OF POMPANO BEACH AND EAST COAST MULCH CORP. TO PURCHASE MULCH PRODUCTS AS NEEDED; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a Third Extension (No. 13287) between the City of Pompano Beach and East Coast Mulch Corp., a copy of which Extension is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Extension between the City of Pompano Beach and East Coast Mulch Corp.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 13th day of October, 2026.

Signed by:
Rex Hardin
502CB780EB3F480...

REX HARDIN, MAYOR

ATTEST:

DocuSigned by:
Kervin Alfred
D1C913A8ED334CA...

KERVIN ALFRED, CITY CLERK

Signed by:

MEB/mcm
10/7/26
l:reso/2026-217

Docusign Envelope ID: B09C1405-E548-861B-80F2-9E6985EABBA7

No. 13287

THIRD EXTENSION

THIS IS A THIRD EXTENSION to Invitation to Bid ("ITB") E-28-23 awarded by the City of Pompano Beach dated October 21, 2026, between:

CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, hereinafter referred to as "CITY",

and

EAST COAST MULCH CORP., a Florida corporation, having its office and place of business at 954 Dolphin Court, Jupiter, Florida 33458, hereinafter referred to as "CONTRACTOR."

WHEREAS, the CITY issued ITB E-28-23 for mulch, which was awarded to CONTRACTOR by the CITY Commission on September 26, 2023, for an initial one-year term with four (4) additional one-year renewal periods; and

WHEREAS, the parties previously extended/renewed ITB E-28-23 for two (2) additional one-year periods, with the first extension dated June 11, 2024, and the second extension dated July 30, 2025; and

WHEREAS, the parties executed a renewal letter for an additional one-year renewal period; however, the renewal was not fully authorized and formally executed prior to the expiration period of September 25, 2026, because the required City Commission approval had not yet been obtained; and

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WHEREAS, the CITY and CONTRACTOR desire to extend ITB E-28-23 effective September 26, 2026, and renew ITB E-28-23 for a third one-year period through September 25, 2027; and

WHEREAS, in connection with the third one-year renewal period, the parties have agreed that the pricing shall reflect a 3.4% Consumer Price Index (CPI) increase over the pricing in effect during the second renewal period.

W I T N E S S E T H :

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments herein set forth CITY and CONTRACTOR agree as follows:

1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.

2. ITB E-28-23, together with the applicable award documents, copies of which are attached hereto and made a part hereof as Exhibit "A," is hereby extended effective September 26, 2026, and the parties hereby ratify the renewal of ITB E-28-23 for the period beginning September 26, 2026, through September 25, 2027, subject to the terms of this Third Extension.

3. By execution of this Third Extension, the parties confirm and ratify the renewal for one (1) additional one-year period ending September 25, 2027.

4. For this Third Extension, the parties agree that the pricing shall reflect a 3.4% CPI increase over the Renewal 2 pricing, as set forth in the previously signed renewal letter and supporting CPI documentation attached hereto and incorporated herein as Exhibit "A."

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5. This Third Amendment shall bind the parties and their respective executors, administrators, successors and assigns and shall be fully effective as though the extension had been originally included in ITB E-28-23 and the applicable award documents.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

DocuSigned by:
Kervin Alfred
D1C913A8ED334CA...

KERVIN ALFRED, CITY CLERK

CITY OF POMPANO BEACH

Signed by:
Rex Hardin
502CB780EB3F480...

By: _____
REX HARDIN, MAYOR

Signed by:



DocuSigned by:
Gregory P. Harrison
7052A67F15A44C8...

By: _____
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

DocuSigned by:
Mark E. Berman
343B0B2C81D9424...

MARK E. BERMAN, CITY ATTORNEY

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"CONTRACTOR"

East Coast Mulch Corp.

Witnesses:

By: _____
Raymond Bowden, President

Gabriela Z.

Gabriela Zuluaga L.
(Print or Type Name)

Rolando Martin

Rolando Martin
(Print or Type Name)

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or □ online notarization, this 3rd day of September, 2026, by Raymond Bowden as President of East Coast Mulch Corp., a Florida corporation on behalf of the corporation, who is personally known to me or who has produced _____ as identification.

NOTARY'S SEAL:

Notary Public State of Florida
Judit Soos
My Commission HH 649723
Expires 3/10/2029

_____
NOTARY PUBLIC, STATE OF FLORIDA

Judit Soos
(Name of Acknowledger Typed, Printed or Stamped)

HH 649723
Commission Number

Docusign Envelope ID: B09C1405-E548-861B-80F2-9E6985EABBA7

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/03/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	**CONTACT NAME:** Heath Hindman
Brown & Brown Insurance Services, Inc. 1661 Worthington Rd Ste 175 West Palm Beach FL 33409	**PHONE (A/C, No, Ext):** (561) 686-2266 **FAX (A/C, No):** (561) 686-2313 **E-MAIL ADDRESS:** heath.hindman@bbrown.com
INSURED East Coast Mulch Corp P.O. Box 1352 Jupiter FL 33468	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Southern-Owners Insurance Company 10190 **INSURER B :** Silver Oak Casualty, Inc. 26869 INSURER C : INSURER D : INSURER E : INSURER F :

APPROVED
By David Daley at 6:55 pm, Sep 10, 2026

COVERAGES **CERTIFICATE NUMBER:** 25-26 Master COI **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	72138763-25	12/07/2025	12/07/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Hired & Non Owned Auto	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	☒ **UMBRELLA LIAB** ☒ OCCUR **EXCESS LIAB** ☐ CLAIMS-MADE DED ☒ RETENTION $ 10,000	Y	Y	53-138785-00	12/07/2025	12/07/2026	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	SVWCFL3433952025	12/31/2025	12/31/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Inland Marine			72138763-25	12/07/2025	12/07/2026	Limits Ded	$512,566 $500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: No. 13286, ITB E-28-23
Purchasing #23-035

City of Pompano Beach is listed as additional insured with respect to the General Liability policy resulting from the Named Insured's ongoing and completed operations when required as per written contract. Coverage is considered primary and non-contributory with respect to General Liability policy when required as per written contract. A waiver of subrogation favors the additional insured and its officers, employees and agents with respect to General Liability and Workers Compensation policies when required as per written contract. Umbrella follows form subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER

City of Pompano Beach
100 West Atlantic Boulevard
Pompano Beach FL 33060

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Additional Named Insureds

Other Named Insureds

Country West Landscape & Design, Corp

East Coast Nursery Inc — Corporation, Additional Named Insured

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COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance
This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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65034 (6-22)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA - COMMERCIAL GENERAL LIABILITY PLUS COVERAGE - WITH LIMITED HIRED AUTO AND NON-OWNED AUTO LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. **EXTENDED WATERCRAFT LIABILITY**
SECTION I - COVERAGES, **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, **2. Exclusions** is amended. Exclusion **g.(2)** is deleted and is replaced by the following exclusion.
(2) A watercraft you do not own that is:
(a) Less than 50 feet long; and
(b) Not being used to carry persons or property for a charge;

2. **LIMITED HIRED AUTO AND NON-OWNED AUTO LIABILITY**
Coverage for "bodily injury" and "property damage" liability provided under **SECTION I - COVERAGES**, **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, is extended as follows under this item, but only if you do not have any other insurance available to you which affords the same or similar coverage.
a. Coverage
We will pay those sums the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" arising out of the maintenance or use of an "auto":
(1) You do not own;
(2) Which is not registered in your name; or
(3) Which is not leased or rented to you for more than ninety consecutive days
and which is used in your business.
b. Exclusions
With respect to only **LIMITED HIRED AUTO AND NON-OWNED AUTO LIABILITY**, the exclusions which apply to **SECTION I - COVERAGES**, **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, other than the Nuclear Energy Liability Exclusion Endorsement, do not apply. The following exclusions apply to this coverage.
This coverage does not apply to:
(1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.
(2) Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.
(3) **(a)** "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
1) That are, or are contained in any property that is:
a) Being transported or towed by, handled or prepared for placement into or upon, or taken from the "auto";
b) Otherwise in the course of transit by you or on your behalf; or
c) Being disposed of, stored, treated or processed into or upon the "auto";
2) Before such "pollutants" or property containing "pollutants" are moved from the place they are accepted by you or anyone acting on your behalf for placement into or onto the "auto"; or
3) After such "pollutants" or property containing "pollutants" are removed from the "auto" to where they are delivered, disposed of or abandoned

by you or anyone acting on your behalf.

Paragraph **(3)(a)1)** does not apply to "pollutants" that are needed or result from the normal mechanical, electrical or hydraulic functioning of the "auto" or its parts, if the discharge, release, escape, seepage, migration or dispersal of such "pollutants" is directly from a part of the "auto" designed to hold, store, receive or dispose of such "pollutants" by the "auto" manufacturer. Paragraphs **(3)(a)2)** and **(3)(a)3)** do not apply, if as a direct result of maintenance or use of the "auto", "pollutants" or property containing "pollutants" which are not in or upon the "auto", are upset, overturned or damaged at any premises not owned by or leased to you. The discharge, release, escape, seepage, migration or dispersal of the "pollutants" must be directly caused by such upset, overturn or damage.

(b) Any loss, cost or expense arising out of any:

1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or

2) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".

(4) "Bodily injury" or "property damage" however caused, arising directly or indirectly, out of:

(a) War, including undeclared or civil war;

(b) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(c) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

(5) "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(a) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. However, if the insurance under this policy does not apply to the liability of the insured, it also does not apply to such liability assumed by the insured under an "insured contract".

(b) That the insured would have in the absence of the contract or agreement.

(6) "Property damage" to:

(a) Property owned or being transported by, or rented or loaned to any insured; or

(b) Property in the care, custody or control of any insured other than "property damage" to a residence or a private garage by a private passenger "auto" covered by this coverage.

(7) **(a)** "Bodily injury" to:

1) An "employee" of the insured arising out of and in the course of employment by the insured; or

2) The spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph **(7)(a)1)**.

(b) This exclusion applies:

1) Whether the insured may be liable as an employer or in any other capacity; and

2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

(c) This exclusion does not apply to:

1) Liability assumed by the insured under an "insured contract".

2) "Bodily injury" to any "employee" of the insured arising out of and in the course of his or her domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers compensation law.

c. Who Is An Insured

With respect to only this coverage, **SECTION II - WHO IS AN INSURED** is deleted and replaced by the following provision.

SECTION II - WHO IS AN INSURED

(1) Each of the following is an insured with respect to this coverage.

(a) You.
(b) Your partners if you are designated in the Declarations as a partnership or a joint venture.
(c) Your members if you are designated in the Declarations as a limited liability company.
(d) Your "executive officers" if you are designated in the Declarations as an organization other than a partnership, joint venture or limited liability company.
(e) Any person using the "auto" and any person or organization legally responsible for the use of an "auto" not owned by such person or organization, provided the actual use is with your permission.

(2) None of the following is an insured:
(a) Any person engaged in the business of his or her employer with respect to "bodily injury " to any co-"employee" of such person injured in the course of employment.
(b) Any person using the "auto" and any person other than you, legally responsible for its use with respect to an "auto" owned or registered in the name of:
1) Such person; or
2) Any partner or "executive officer" of yours or a member of his or her household; or
3) Any "employee" or agent of yours who is granted an operating allowance of any sort for the use of such "auto".
(c) Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate.
(d) The owner or lessee (of whom you are a sub-lessee) of a hired "auto" or the owner of an "auto" you do not own or which is not registered in your name which is used in your business or any agent or employee of any such owner or lessee.
(e) Any person or organization with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

d. Additional Definitions
The following definition applies to only this coverage.
"Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".

e. Limits of Insurance
With respect to only this coverage, **SECTION III - LIMITS OF INSURANCE** is deleted and replaced by the following provision.
SECTION III - LIMITS OF INSURANCE
(1) The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
(a) Insureds;
(b) Claims made or "suits" brought; or
(c) Persons or organizations making claims or bringing "suits".
(2) We will pay damages for "bodily injury" or "property damage" up to the limits of liability shown in the Declarations for this coverage. Such damages shall be paid as follows:
(a) When Limited Hired Auto and Non-Owned Auto Each Occurrence Limit is shown in the Declarations, such limit is the total amount of coverage and the most we will pay for all damages because of or arising out of all "bodily injury" and "property damage" in any one "occurrence".
(b) When Bodily Injury Limited Hired Auto and Non-Owned Auto Each Occurrence Limit and Property Damage Limited Hired Auto and Non-Owned Auto Each Occurrence Limit are shown in the Declarations:
1) The limit shown for Bodily Injury Limited Hired Auto and Non-Owned Auto Each Occurrence is the total amount of coverage and the most we will pay for all damages because of or arising out of all "bodily injury" in any one "occurrence".
2) The limit shown for Property Damage Limited Hired Auto and Non-Owned Auto Each Occurrence is the total amount of coverage and the most we will pay for all damages because of or arising out of all "property damage" in any one "occurrence".

3. BROADENED SUPPLEMENTARY PAYMENTS SUPPLEMENTARY PAYMENTS - COVERAGES A AND B, Paragraph **1.d.** is amended.
The amount we will pay for the actual loss of earnings is increased from $250 per day to $400 per day.

4. ADDITIONAL PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT

If the endorsement, EXCLUSION - PRODUCTS-COMPLETED OPERATIONS HAZARD, CG 21 04, is not attached to this policy, then the following provision is added to **SECTION III - LIMITS OF INSURANCE**.

Commencing with the effective date of this policy, we will provide one additional Products-Completed Operations Aggregate Limit, for each annual period, equal to the amount of the Products-Completed Operations Aggregate Limit shown in the Declarations. The maximum Products-Completed Operations Aggregate Limit for any annual period will be no more than two times the original Products-Completed Operations Aggregate Limit.

5. PERSONAL INJURY EXTENSION

a. If the endorsement EXCLUSION - PERSONAL AND ADVERTISING INJURY, CG 21 38, is attached to this policy, then this provision, **5.** PERSONAL INJURY EXTENSION, does not apply.

b. If the endorsement EXCLUSION - PERSONAL AND ADVERTISING INJURY, CG 21 38, is not attached to this policy:

(1) SECTION I - COVERAGES, **COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY**, **2. Exclusions** is amended. The following exclusion is added.

This insurance does not apply to:

Americans With Disabilities Act (ADA)

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Americans With Disabilities Act (ADA), including any amendment of or addition to such law;

(2) Any federal rule or regulation promulgated to implement the ADA and its amendments and additions; or

(3) Any federal, state, or local statute, ordinance or regulation, other than the ADA and its amendments and additions, that prohibits discrimination on the basis of disability relating to the use of, access to, or enjoyment of:

(a) Facilities used as, or designated or constructed for use as places of public accommodation;

(b) Facilities used as, or designated and constructed for use as a commercial facility;

(c) Telecommunication systems;

(d) Telephones;

(e) Internet;

(f) Websites; or

(g) Televisions.

(2) SECTION V - DEFINITIONS is amended. Paragraph **14.** "Personal and advertising injury" is deleted and replaced by the following definition.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral or written publication, in any manner, of material that violates a person's right of privacy;

f. The use of another's advertising idea in your "advertisement";

g. Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or

h. Discrimination, humiliation, sexual harassment and any violation of civil rights caused by such discrimination, humiliation or sexual harassment.

6. BROADENED KNOWLEDGE OF OCCURRENCE

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** is amended. The following condition is added.

Paragraphs **a.** and **b.** of this condition will not serve to deny any claim for failure to provide us with notice as soon as practicable after an "occurrence" or an offense which may result in a claim:

a. If the notice of a new claim is given to your "employee"; and

b. That "employee" fails to provide us with notice as soon as practicable.

This exception shall not apply to you or to any officer, director, partner, risk manager or insurance manager of yours.

7. DAMAGE TO PREMISES RENTED TO YOU

a. SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions is amended.

(1) The last paragraph is deleted and replaced by the following paragraph.
Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or water damage to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **7. DAMAGE TO PREMISES RENTED TO YOU, b.** Limits of Insurance.

(2) The following additional exclusions apply to "property damage" arising out of water damage to premises rented to you or temporarily occupied by you with permission of the owner.

(a) "Property damage" to:

1) The interior of the premises caused by or resulting from rain or snow, whether driven by wind or not; or

2) Heating, air conditioning, plumbing or fire protection systems, or other equipment or appliances.

(b) "Property damage" caused by or resulting from any of the following:

1) Mechanical breakdown, including bursting or rupture caused by centrifugal force;

2) Cracking, settling, expansion or shrinking;

3) Smoke or smog;

4) Birds, insects, rodents or other animals;

5) Wear and tear;

6) Corrosion, rust, decay, fungus, deterioration, hidden or latent defect or any quality in property that causes such property to destroy or damage itself; or

7) Water that flows or leaks from any heating, air conditioning, plumbing or fire protection system caused by or resulting from freezing, unless:

a) You make a reasonable effort to maintain heat in the building or structure; or

b) You drain the equipment and shut off the water supply if the heat is not maintained.

(c) "Property damage" caused directly or indirectly by any of the following:

1) Water that backs up from a drain or sewer;

2) Mud flow or mudslide;

3) Volcanic eruption, explosion or effusion;

4) Any earth movement, such as earthquake, landslide, mine subsidence, earth sinking, earth rising or earth shifting;

5) Regardless of the cause, flood, surface water, waves, tides, tidal waves, storm surge, overflow of any body of water, or their spray, all whether wind driven or not; or

6) Water under the ground surface pressing on, or seeping or flowing through:

a) Walls, foundations, floors or paved surfaces;

b) Basements, whether paved or not; or

c) Doors, windows or other openings.

(d) "Property damage" for which the insured is obligated to pay as damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of this contract or agreement.

b. Limits of Insurance
SECTION III - LIMITS OF INSURANCE is amended. Paragraph **6.** is deleted and replaced by the following paragraph.

6. The most we will pay under Coverage **A** for damages because of "property damage" to premises rented to you or temporarily occupied by you with permission of the owner arising out of or caused by fire, lightning, explosion, smoke and water damage is the amount shown in the Declarations under Damage to Premises Rented to You.

c. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance, Paragraph **b.** is amended. The word fire is amended to include fire, lightning, explosion, smoke or water damage.

8. BLANKET ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT

a. (1) SECTION II - WHO IS AN INSURED is amended to include as an additional insured any person or organization with whom you have agreed:

(a) In a written contract or agreement, executed prior to loss, to name as an additional insured; or

(b) In an oral contract or agreement, executed prior to loss, to name as an additional insured only if a Certificate of Insurance was issued prior to loss indicating that the person or organization was an additional insured.

(2) This provision applies only with respect to liability for:
(a) "Bodily injury";
(b) "Property damage"; or
(c) "Personal and advertising injury"
caused in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

b. With respect to the insurance afforded to an additional insured, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. **SECTION III - LIMITS OF INSURANCE** is amended. The following provision is added for purposes of this endorsement only.
The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the lessor, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

9. BLANKET ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

a. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization with whom you have agreed:

(1) In a written contract or agreement, executed prior to loss, to name as an additional insured; or

(2) In an oral contract or agreement, executed prior to loss, to name as an additional insured only if a Certificate of Insurance was issued prior to loss indicating that the person or organization was an additional insured

but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

b. This provision is subject to the following additional exclusions.

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises.

(2) Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured.

c. **SECTION III - LIMITS OF INSURANCE** is amended. The following provision is added for purposes of this endorsement only.
The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the manager or lessor of the premises, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

10. NEWLY FORMED OR ACQUIRED ORGANIZATIONS
SECTION II - WHO IS AN INSURED is amended. Paragraph **3.** is deleted and replaced by the following paragraph.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

11. BLANKET WAIVER OF SUBROGATION
SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended. The following provision is added to **8. Transfer Of Rights Of Recovery Against Others To Us**.
When you have agreed to waive your right of subrogation in a written contract, executed prior to loss, with any person or organization, we waive any right of recovery we may have against such person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

All other policy terms and conditions apply.

55373 (5-17)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Under **SECTION II - WHO IS AN INSURED** is amended. The following provision is added.
A person or organization is an Additional Insured, only with respect to liability caused, in whole or in part, by "your work" for that Additional Insured by or for you:
1. If required in a written contract or agreement; or
2. If required by an oral contract or agreement only if a Certificate of Insurance was issued prior to the loss indicating that the person or organization was an Additional Insured.

B. **SECTION III - LIMITS OF INSURANCE** is amended. The following provision is added.
The limits of liability for the Additional Insured are those specified in the written contract or agreement between the insured and the owner, lessee or contractor or those specified in the Certificate of Insurance, if an oral contract or agreement, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.

C. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended.
1. The following condition is added to **4. Other Insurance**.
This insurance is primary for the Additional Insured, but only with respect to liability caused, in whole or in part, by "your work" for that Additional Insured by or for you. Other insurance available to the Additional Insured will apply as excess insurance and not contribute as primary insurance to the insurance provided by this endorsement.
2. The following condition is added.
Other Additional Insured Coverage Issued By Us
If this policy provides coverage for the same loss to any Additional Insured specifically shown as an Additional Insured in another endorsement to this policy, our maximum limit of insurance under this endorsement and any other endorsement shall not exceed the limit of insurance in the written contract or agreement between the insured and the owner, lessee or contractor, or the limits provided in this policy, whichever is less. Our maximum limit of insurance arising out of an "occurrence", shall not exceed the limit of insurance shown in the Declarations, regardless of the number of insureds or Additional Insureds.

All other policy terms and conditions apply.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

1. ○ Specific Waiver
   Name of person or organization

   ⊗ Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

3. Premium: **$ 0** The premium charge for this endorsement shall be included in the premium developed on payroll in conjunction with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Minimum Premium: **$ 250**

   Maximum Premium: **$ 0**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 12/31/2025 Policy No. SVWCFL3433952025 Endorsement No.
Insured East Coast Mulch Corp Premium

Insurance Company Countersigned by _____

SILVER OAK CASUALTY, INCORPORATED - 31763

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/03/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

State Farm

Cindy Papandreas Insurance Agency Inc
123 S State Road 7 Ste 204
Royal Palm Beach, Fl. 33414

CONTACT NAME:
PHONE (A/C, No, Ext): 561-790-0707 **FAX (A/C, No):** 561-790-3370
E-MAIL ADDRESS: chris@cindypapandreas.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Mutual Automobile Insurance Company	25178
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

East Coast Mulch Corp
PO Box 1352
Jupiter, Fl. 33468-1352

APPROVED
By David Daley at 6:51 pm, Sep 10, 2026

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
A	**AUTOMOBILE LIABILITY**	Y	Y	942 2122-B16-59Y	02/16/2026	02/16/2027	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A					☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Pompano Beach
attn: Risk Manager
100 W Atlantic Blvd
Pompano Beach, Fl. 33060

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Christopher Papandreas

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Exhibit “A” – Cover Page

1. Purchasing Memo 23-035
2. Public Works Memo 23-024
3. Supplier Award Document
4. E-28-23 Tabulation
5. E-28-23 – Cooperative Bid

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M E M O R A N D U M

Purchasing #23-035
September 14, 2023

To: Gregory P. Harrison, City Manager

Through: Carla R. Byrd, General Services Director

From: Jeffrey English, Purchasing Agent

Subject: Award E-28-23 Mulch Cooperative Invitation to Bid

Contract Need/Background

The City of Pompano Beach (City) issued Invitation to Bid (ITB) E-28-23 to establish contracts for the purchase of mulch products, to be ordered as needed. Products included in the ITB are mulch made of recycled wood dyed brown and red, and engineered wood fiber, delivered or installed. The City issued this ITB as the lead agency for the South Florida Governmental Purchasing Cooperative (Cooperative), on behalf of the City and twenty (20) other governmental agencies. Primary bid award is recommended to the lowest responsive and responsible bidder per item in a geographical group. The three geographic groups are Broward, Miami-Dade, and Palm Beach Counties. The estimated quantities stated in the solicitation include anticipated requirements from all of the participating agencies, including the City.

The City's Public Works Department requires mulch on an ongoing basis for use in landscaping throughout the City. The City's Public Works Department recommends the primary contract be awarded to East Coast Mulch Corp., the lowest responsive and responsible bidder for items A, B, L, and M and to Advanced Mulch, Inc., the lowest responsive and responsible bidder for item K.

Alternate bid awards are recommended to the remaining responsive bidders and are to be used should the material be unavailable from the primary awardees. All awards are at the unit prices bid per item in its geographical group. It is anticipated that most orders will be placed with the primary contractor for each item to achieve the lowest cost to the City and Cooperative.

Attached you will find copies of the memorandum and the bid award recommendation form submitted by the Public Works Department, the bid tabulation, and solicitation document.

Bidders List

The Bidders List was created by using companies suggested by the requesting department, companies that have responded to prior solicitations, companies that have requested their names be placed on the Bid List, and companies from appropriate listings in other source books.

Number of companies responding with complete bids 4

Advertising

The ITB was advertised in the Sun Sentinel, and notices were sent to bid notice agencies throughout the nation. The ITB was also posted in the City's eBid system for download by interested companies.

Funding

Based upon the unit prices bid, and the City's estimated usage, the City's annual expenditures for mulch products could total $130,000.00. City purchases will be made, as needed, from budgeted funds in account, 001-3060-530.46-10, Repair & Maintenance / Land Building Improvements.

Award Recommendation

It is recommended that a contract be awarded to the low bidder per item as the primary contractor as follows: East Coast Mulch Corp., (Items A, B, L, and M), and Advanced Mulch, Inc. Alternate awards are recommended to the second low bidders, as outlined on the bid tabulation to be used if the primary contractor is unable to supply the product.

enclosures

cc: File
Southeast Florida Governmental Purchasing Cooperative

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pompano beach
Florida's Warmest Welcome

Phone: (954) 786-4107 **City of Pompano Beach** **Fax: (954) 786-4011**
Public Works Department

MEMORANDUM NO. 23-024

DATE: September 14, 2023

TO: Carla Byrd, General Services Director

FROM: Anthony Orlando: Grounds Operations Manager A.O.

Subject: Award Bid: ITB E-28-23 Mulch- bulk, bagged

On September 14th 2023, the City opened and received bids for the Mulch Cooperative Bid E-28-23. Primary bid award recommended to the low bidders per item and alternate bid awards to the remaining responsive bidders per item.

The ground maintenance Division utilizes over 5000 cubic yards of landscape mulch totaling approximately 130,000 dollars annually to control weeds along our highway median flowerbeds and throughout the City. By reducing lawn maintenance crew's time pulling weeds, continued usage of mulch will greatly increase the Grounds Maintenance Division's productivity.

The mulch will be funded from account number 001-3040-530-4610 Repairs & Maintenance / Lands, Buildings, & improvements. Please have the bid award recommendation for this project placed on the agenda at the next available commission meeting.

CC: Rob McCaughan, Director Public Works
Harold Beard, Assistant Director Public Works
Marlason Permenter Grounds Maintenance Supervisor

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REQUEST FOR BID/QUOTE AWARD RECOMMENDATION FORM

From: Purchasing Division Public Works Date 9/14/2023

Department: 3040 Grounds Attn.: _____

Subject: Bid /Quote No. E-28-23 Item/service: Mulch Bid/ Item A, B, L, and M

Attached is the Bid/Quote Tabulation for subject item/service requisitioned by your department. Please complete this form in order Purchasing may complete the bid award. Your response should be typed. Please return this form to the Purchasing Division within three weeks of receipt. If rejecting a low bidder you must explain your reason below, or in an attached memorandum.

1. SOURCE OF FUNDS:

   Budgeted Code: 001-3040-530.46-10 Requisition #: _____

   Title: Repair Maintenance/Land Building Improvemens

2. RECOMMENDATION:

   (a) Which bidder do you recommend?

   East Coast Mulch

   (b) Is the recommended bid the lowest bid received?

   Yes ☑ No ☐

   Note: If you recommend award to other than the low bidder detailed justification must be furnished for rejection of all lower bids, in an accompanying memorandum.

   (c) If references were required, were they checked?

   Yes ☑ No ☐ Not applicable for this bid ☐

Signature: Robert A Mc Caughey Date: 9/14/2023

Title: Public Works Director
(Department Head or Authorized Representative)

Supplier Award

E-28-23

MULCH

Award Date: 9/27/23

East Coast Mulch

Contact Information

Contact: Jeff English
Address: Purchasing
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060
Phone: (954) 786-4098
Fax: (954) 786-4168
Email: purchasing@copbfl.com

East Coast Mulch

Address: PO Box 1352
Jupiter, FL 33468
Phone: (561) 627-5539
Fax: (561) 972-7637

Award Lines

1.1	Item A:Mulch, bulk, delivered, red					
	Quantity: 2,507	UOM: CY	Unit price:	$27.00	Total:	$67,689.00
	Item Note:					
1.2	Item B: Mulch, bulk, delivered, brown					
	Quantity: 5,650	UOM: CY	Unit price:	$27.00	Total:	$152,550.00
1.9	Item J: Engineered wood fiber, bulk, installed per cubic yards					
	Quantity: 6,580	UOM: CY	Unit price:	$48.00	Total:	$315,840.00
1.11	Item L: mulch, bulk, installed, red, per cubic yard					
	Quantity: 20,020	UOM: CY	Unit price:	$30.00	Total:	$600,600.00
1.12	Item M: mulch, bulk, installed, brown, per cubic yard					
	Quantity: 5,400	UOM: CY	Unit price:	$30.00	Total:	$162,000.00
1.13	Item N: mulch, bulk, installed, gold, per cubic yard					
	Quantity: 2,550	UOM: CY	Unit price:	$38.00	Total:	$96,900.00
2.4	Item D: Mulch, bulk, delivered, Melaleuca					
	Quantity: 4,096	UOM: CY	Unit price:	$35.00	Total:	$143,360.00
2.8	Item K: Playground safety wood chips, bulk, installed per cubic yard					
	Quantity: 275	UOM: cy	Unit price:	$75.00	Total:	$20,625.00
2.9	Item M: mulch, bulk, installed, brown, per cubic yard					
	Quantity: 500	UOM: CY	Unit price:	$70.00	Total:	$35,000.00
3.1	Item A:Mulch, bulk, delivered, red					
	Quantity: 11,300	UOM: CY	Unit price:	$27.00	Total:	$305,100.00

	Item Note:

3.2	Item B: Mulch, bulk, delivered, brown Quantity: 800 UOM: CY Unit price: $27.00 Total: $21,600.00

3.4	Item D: Mulch, bulk, delivered, Melaleuca Quantity: 1,000 UOM: CY Unit price: $27.00 Total: $27,000.00

3.7	Item J: Engineered wood fiber, bulk, installed per cubic yard Quantity: 5,700 UOM: CY Unit price: $48.00 Total: $273,600.00

3.9	Item L: mulch, bulk, installed, red, per cubic yard Quantity: 5,000 UOM: cy Unit price: $30.00 Total: $150,000.00

3.10	Item M: mulch, bulk, installed, brown, per cubic yard Quantity: 1,500 UOM: CY Unit price: $30.00 Total: $45,000.00

3.11	Item N: mulch, bulk, installed, gold, per cubic yard Quantity: 50 UOM: CY Unit price: $38.00 Total: $1,900.00

Award Total: $2,418,764.00

Event Number	E-28-23
Event Title	MULCH
Event Type	ITB
Issue Date	9/8/2023 12:32:19 AM (ET)
Close Date	9/14/2023 02:00:00 PM (ET)

Responding Supplier	City	State	Response Submitted	Lines Responded
FWR,LLC	Medley	FL	9/14/2023 01:41:58 PM (ET)	17
East Coast Mulch	Jupiter	FL	9/13/2023 11:03:10 AM (ET)	21
ADVANCED MULCH INC	PALM BEACH GARDENS	FL	9/13/2023 12:30:11 PM (ET)	15
IAMWHOIAM, LLC	Pompano Beach	FL	9/14/2023 01:44:19 PM (ET)	33

				FWR,LLC		East Coast Mulch		ADVANCED MULCH INC		IAMWHOIAM, LLC	
Line	**Description**	**QTY**	**UOM**	**Unit**	**Extended**	**Unit**	**Extended**	**Unit**	**Extended**	**Unit**	**Extended**
1	**Group 1: Broward County**	1	EA								
1.1	Item A: Mulch, bulk, delivered, red	2507	CY	30.00	$75,210.00	**$27.00**	$67,689.00	$30.00	$75,210.00	$35.50	$88,998.50
1.2	Item B: Mulch, bulk, delivered, brown	5650	CY	30.00	$169,500.00	**$27.00**	$152,550.00	$30.00	$169,500.00	$35.50	$200,575.00
1.3	Item C: Mulch, bulk, delivered, gold	168	CY	**31.80**	$5,342.40	$33.00	$5,544.00	$45.00	$7,560.00	$35.50	$5,964.00
1.4	Item E: Mulch, bagged, delivered, red	17000	bags	**2.50**	$42,500.00	No Bid		No Bid		$3.35	$56,950.00
1.5	Item F: Mulch, bagged, delivered, brown	6040	bags	**2.50**	$15,100.00	No Bid		No Bid		$3.35	$20,234.00
1.6	Item G: Mulch, bagged, delivered, gold	3000	bags	**2.50**	$7,500.00	No Bid		No Bid		$3.35	$10,050.00
1.7	Item H: Mulch, bagged, delivered, Melaleuca	21270	bags	No Bid		No Bid		No Bid		**$3.35**	$71,254.50
1.8	Item I: Mulch, rubber, bagged, delivered, supersacks	30	each	No Bid		No Bid		No Bid		**$1,000.00**	$30,000.00
1.9	Item J: Engineered wood fiber, bulk, installed per cubic yards	6580	CY	No Bid		**$48.00**	$315,840.00	No Bid		$152.50	$1,003,450.00
1.10	Item K: Playground safety wood chips, bulk, installed per cubic yards	6020	cy	No Bid		No Bid		**$39.78**	$239,475.60	$152.50	$918,050.00
1.11	Item L: mulch, bulk, installed, red, per cubic yard	20020	CY	No Bid		**$30.00**	$600,600.00	$40.00	$800,800.00	$105.00	$2,102,100.00
1.12	Item M: mulch, bulk, installed, brown, per cubic yard	5400	CY	No Bid		**$30.00**	$162,000.00	$40.00	$216,000.00	$105.00	$567,000.00
1.13	Item N: mulch, bulk, installed, gold, per cubic yard	2550	CY	No Bid		**$38.00**	$96,900.00	$60.00	$153,000.00	$105.00	$267,750.00

				FWR,LLC		East Coast Mulch		ADVANCED MULCH INC		IAMWHOIAM, LLC	
2	**Group 2: Miami-Dade County**	1	EA								
2.1	Item A: Mulch, bulk, delivered, red	100	CY	**$30.00**	$3,000.00	$35.00	$3,500.00	No Bid		$35.50	$3,550.00
2.2	Item B: Mulch, bulk, delivered, brown	900	CY	**$30.00**	$27,000.00	$35.00	$31,500.00	No Bid		$35.50	$31,950.00
2.3	Item C: Mulch, bulk, delivered, gold	100	CY	**$30.00**	$3,000.00	$42.00	$4,200.00	No Bid		$35.50	$3,550.00
2.4	Item D: Mulch, bulk, delivered, Melaleuca	4066	CY	No Bid		**$35.00**	$142,310.00	No Bid		$40.50	$164,673.00
2.5	Item E: Mulch, bagged, delivered, red	17000	bags	**$2.50**	$42,500.00	No Bid		No Bid		$3.35	$56,950.00
2.6	Item F: Mulch, bagged, delivered, brown	8440	bags	**$2.50**	$21,100.00	No Bid		No Bid		$3.35	$28,274.00
2.7	Item G: Mulch, bagged, delivered, gold	1000	bags	**$2.50**	$2,500.00	No Bid		No Bid		$3.35	$3,350.00
2.8	Item K: Playground safety wood chips, bulk, installed per cubic yard	550	cy	No Bid		**$75.00**	$41,250.00	**$75.00**	$41,250.00	$155.00	$85,250.00
2.9	Item M: mulch, bulk, installed, brown, per cubic yard	500	CY	No Bid		**$70.00**	$35,000.00	No Bid		$105.00	$52,500.00

				FWR,LLC		East Coast Mulch		ADVANCED MULCH INC		IAMWHOIAM, LLC	
3	**Group 3: Palm Beach County**	1	EA								
3.1	Item A: Mulch, bulk, delivered, red	11300	CY	$32.00	$361,600.00	**$27.00**	$305,100.00	$30.00	$339,000.00	$35.50	$401,150.00
3.2	Item B: Mulch, bulk, delivered, brown	800	CY	$32.00	$25,600.00	**$27.00**	$21,600.00	$30.00	$24,000.00	$35.50	$28,400.00
3.3	Item C: Mulch, bulk, delivered, gold	15000	CY	**$32.00**	$480,000.00	$35.00	$525,000.00	$45.00	$675,000.00	$35.50	$532,500.00
3.4	Item D: Mulch, bulk, delivered, Melaleuca	1000	CY	No Bid		**$27.00**	$27,000.00	No Bid		$40.50	$40,500.00
3.5	Item E: Mulch, bagged, delivered, red	1660	bags	**$2.70**	$4,482.00	No Bid		No Bid		$3.35	$5,561.00
3.6	Item F: Mulch, bagged, delivered, brown	2160	bags	**$2.70**	$5,832.00	No Bid		No Bid		$3.35	$7,236.00
3.7	Item J: Engineered wood fiber, bulk, installed per cubic yard	5700	CY	No Bid		**$48.00**	$273,600.00	No Bid		$155.00	$883,500.00
3.8	Item K: Playground safety wood chips, bulk, installed per cubic yard	800	cy	No Bid		No Bid		**$38.00**	$30,400.00	$155.00	$124,000.00
3.9	Item L: mulch, bulk, installed, red, per cubic yard	5000	cy	No Bid		**$30.00**	$150,000.00	$40.00	$200,000.00	$102.50	$512,500.00
3.10	Item M: mulch, bulk, installed, brown, per cubic yard	1500	CY	No Bid		**$30.00**	$45,000.00	$40.00	$60,000.00	$105.00	$157,500.00
3.11	Item N: mulch, bulk, installed, gold, per cubic yard	50	CY	No Bid		**$38.00**	$1,900.00	$60.00	$3,000.00	$105.00	$5,250.00

Lines	Attribute Name	FWR,LLC	East Coast Mulch	Advanced Mulch, Inc.	IAMWHOIAM, LLC
1	Delivery Time After Receipt of Order	10	4	7	3
2	Additional Items at Awarded Contract Price	90	4	7	60
3	Extension of prices, terms and conditions to other governmental entities	Yes	Yes	Yes	Yes
4	Conflict of Interest	No	No	No	No
5	Drug-Free Workplace	Yes	Yes	Yes	Yes
6	Vendor Certification Regarding Scrutinized Companies Lists (Any Dollor Amount)	Certified	Certified	Certified	Certified
7	Acknowledgement of Addenda	Yes	Yes	Yes	Yes
8	Terms & Conditions	Agree	Agree	Agree	Agree
1	Minimum Order		Bulk 100 yard min - Installed 25 yard min	50 cubic yards	Minimum Order for bags: 20 Pallets Minimum Order for Cubic Yards: 100 Cubic Yards
1	Minimum Order		Bulk 100 yard min - Installed 100 yard min	60 cubic yards	Minimum Order for bags: 20 Pallets Minimum Order for Cubic Yards: 100 Cubic Yards
1	Minimum Order		Bulk 100 yard min - Installed 25 yard min	50 cubic yards	Minimum Order for bags: 20 Pallets Minimum Order for Cubic Yards: 100 Cubic Yards

Docusign Envelope ID: B09C1405-E548-861B-80F2-9E6985EABBA7

Florida's Warmest Welcome

INVITATION TO BID
E-28-23

MULCH

OPENING: SEPTEMBER 14, 2023, 2:00:00 P.M.

Virtual Zoom Meeting
For access go to:

https://www.pompanobeachfl.gov/meetings

Docusign Envelope ID: B09C1405-E548-861B-80F2-9E6985EABBA7

Issued: September 7, 2023

CITY OF POMPANO BEACH, FLORIDA

INVITATION TO BID
E-28-23

MULCH

The City of Pompano Beach (the "City") is seeking bids from qualified companies/firms to establish annual Contracts for the purchase of mulch. Sealed bids for Invitation to Bid (ITB) **E-28-23, Mulch** will be received until **2:00:00 p.m. (local), September 14, 2023**. This is a cooperative ITB issued by the City of Pompano Beach Purchasing Division on behalf of the participating Southeast Florida Governmental Purchasing Cooperative (Cooperative) agencies for the purchase of each agency's respective estimated annual requirements for mulch products.

Bids must be submitted electronically through the eBid System on or before the due date and time as provided herein. A list of Bidders will be read aloud in a public forum. Bid openings are open to the public. Check the City's meetings page at https://pompanobeachfl.gov/pages/meetings. All Bidders and/or their representatives are invited to be present. Any bid received after the due date and time specified will not be considered. Any uncertainty regarding the time a bid is received will be resolved against the Bidder.

Bidders must be registered on the City's eBid System in order to view the bid documents and respond to this ITB. The ITB documents can be downloaded for free from the eBid System as a pdf at: https://pompanobeachfl.ionwave.net/CurrentSourcingEvents.aspx. The City is not responsible for the accuracy or completeness of any documentation the Bidder receives from any source other than from the eBid System. Bidder is solely responsible for downloading all required documents.

Once opened, the bids will be tabulated, evaluated, and presented to the appropriate City officials for Contract award.

There are three (3) sections in this Invitation for Bids: Specifications/Special Conditions, General Conditions, and Line Item Pricing. Please read all sections thoroughly. Complete the ITB in accordance with the instructions. Failure to do so may result in the rejection of your bid.

If you need any additional information regarding this ITB, please contact Jeff English, Purchasing Agent, at (954) 786-4098.

SECTION I - SPECIFICATIONS/SPECIAL CONDITIONS

A. Intent

The intent of this Invitation for Bids is to establish annual, open-end Contracts for the purchase of mulch delivered in bulk or in bags, or delivered and installed, as and when needed. The City of Pompano Beach is acting as the lead agency for the Cooperative, and this ITB includes the requirements of both the City and the participating agencies named herein. Any reference to a single agency or location will, in fact, be understood as referring to all participating agencies referenced in the documents unless specifically noted otherwise.

B. Contract Period

Initial Contract price resulting from this ITB shall remain fixed for a period of no less than twelve (12) months from the Contract's initial effective date, commencing upon award by the appropriate City officials.

The City reserves the right to renew this Contract for four (4) additional one-year periods subject to vendor acceptance, satisfactory performance, and determination that renewal will be in the best interest of the City. Except as set forth in the Cost Adjustment section, all terms, prices and conditions shall remain firm for the initial period of the Contract, and any renewal period.

The City may require additions or deletions of participating agencies, if a Contract renewal is considered. This may entail additional agencies and locations, and/or deletion of previous participating agencies. The Contractor shall serve all required additions or deletions, as requested by the City, according to the terms and conditions of the bid.

In the event delivery/service is scheduled to end because of the expiration of this Contract, the Contractor shall continue to deliver/service upon the request of the General Services Director. The extension period shall not extend for more than one hundred twenty (120) days beyond the expiration date of the existing Contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

C. Quantities

The total estimated annual quantity of each item is listed in the line item pricing section. No warranty or guarantee is given or implied as to the total amount to be purchased as a result of this Contract. The quantities provided in this Invitation for Bids are estimates of annual usage to be used for bid comparison purposes only. Mulch will be ordered as needed.

D. Basis of Award

Bidders may bid on any or all items. The primary Contract award will be made to the lowest responsive and responsible Bidder per item or per geographic group, or both, whichever is in the best interest of the City and Cooperative. The three geographic groups are Broward, Miami-Dade, and Palm Beach Counties. Alternate awards will be made to the other responsive and responsible Bidders per item or per geographic group, or both, to provide the City and Cooperative a source of supply should the primary contractor be unable to supply product when required. The City reserves the right to award by item with or without geographic group distinction. It is anticipated that most orders will be placed with the primary awardee for each item to achieve the lowest cost to the City and Cooperative.

E. Pricing

All prices bid shall be F.O.B. destination/delivered to each location, as specified on the individual order.

F. Cost Adjustment

Following the initial twelve (12) month period, the fixed prices may be adjusted upward or downward on a yearly basis to prices based on changes in the following pricing index:

Consumer Price Index (CPI), starting within most recent twelve (12) month period. It is the Contractor's responsibility to request any pricing adjustment under this provision. Adjustments to pricing bid for ITB E-28-23 pages 23 through 29 will be considered yearly on the Contract commencement anniversary date. For any adjustment to be considered, the Contractor's request for adjustment shall be submitted no less than ninety (90) calendar days prior to the anniversary date. The Contractor's adjustment request must not be in the excess of the relevant documented price indexes.

Any adjustment received after ninety (90) calendar days from the anniversary date may not be considered. The City reserves the right to negotiate lower pricing based on market research information or other factors that influence price. The City reserves the right to apply any reduction in pricing for the additional twelve (12) month period based on the downward movement of the applicable index.

It shall be further understood that the City reserves the right to reject any price adjustments submitted by the Contractor and/or to terminate the Contract with the Contractor based on such price adjustments. Any agreed upon increase shall not exceed 5% annually.

The Contractors' price shall be inclusive of all costs, charges, and fees involved in providing the specified product. Additional charges of any kind added to the invoice submitted by the Contractor is prohibited

G. Delivery

Bidders are to provide the number of calendar days after receipt of an order required for delivery. The City seeks a source of supply that will provide accurate and timely delivery. The Contractor must adhere to delivery schedules. If, in the opinion of the General Services Director, the Contractor(s) fail at any time to meet the requirements herein, including the delivery requirements, then, the Contract may be cancelled upon written notice. See Section II - General Conditions, (6) "Delivery", and (10) "Default", for additional information.

Each individual participating agency shall establish delivery requirements, delivery locations, and dates with the Contractor. The Contractor shall await release by the authorized contact person at each agency for all shipments. Contractors must agree to accept "blanket" purchase orders, with verbal or fax requests for partial shipments, if required by the participating entities.

H. Addenda

The issuance of a written addendum or posting of an answer in response to a question submitted using the Questions feature in the eBid System are the only official methods whereby interpretation, clarification, or additional information can be given. If an addendum is issued to this ITB, the addendum will be issued via the eBid System. It shall be the responsibility of each Bidder, prior to submitting its bid, to check the eBid System to determine if an addendum was issued and to make such addendum a part of its bid. An addendum will be posted to this ITB in the eBid System.

I. Current Contracts

Government entities listed as participants in this bid solicitation may have current contracts to purchase one or more of the items included in this bid. These agencies will place orders with the awarded Contractor(s), if additional product is needed, after the expiration of their current contract(s).

J. Participating Agencies/Contact Persons/Delivery Locations/Special Requirements

The following agencies are participating in this bid solicitation and the resulting contract:

1. **City of Boca Raton**, contact person Jeff Gomez, Purchasing Manager, (561) 393-7872.

   Mulch, bulk, delivered, red, est. annual quantity 5,300 cubic yards.

   Mulch, bulk, delivered, brown, est. annual quantity 800 cubic yards.

Mulch, bulk, delivered, Melaleuca, est. annual quantity 1,000 cubic yards.

Mulch, bagged, delivered, red, est. annual quantity 160 bags.

Mulch, bagged, delivered, brown, est. annual quantity 160 bags.

Fibar engineered wood fiber, bulk, installed, est. annual quantity 100 cubic yards.

Playground safety wood chips, installed, est. annual quantity 800 cubic yards.

Mulch, installed, red, est. annual quantity 4,500 cubic yards.

Deliveries/installation to various locations within the City.

2. **City of Boynton Beach**, contact person Chris Pinto, Purchasing Manager, (561) 742-6322.

   Mulch, bulk, delivered, brown, est. annual quantity 6,000 cubic yards.

   Mulch, bulk, delivered, gold, est. annual quantity 15,000 cubic yards.

   Mulch, bagged, delivered, brown, est. annual quantity 500 bags.

   Fibar engineered wood fiber, bulk, installed, est. annual quantity 5,000 cubic yards.

   Delivery location: 8020 Jog Rd., Boynton Beach, FL 33472

3. **City of Coral Gables,** contact Troy Hall, Golf Parks Superintendent, (305) 962-0310.

   Mulch, bulk, delivered, red, est. annual quantity 100 cubic yards.

   Mulch, bulk, delivered, gold, est. annual quantity 100 cubic yards.

   Mulch, bagged, delivered, red, est. annual quantity 1,000 bags.

   Mulch, bagged, delivered, brown, est. annual quantity 1,000 bags.

   Playground Safety Wood Chips, bulk, installed, est. annual quantity 150 cubic yards.

   Deliveries to various locations within the City.

4. **City of Coral Springs**, contact person Yasmin Teja, Purchasing Agent, (954) 344-1102.

   Mulch, bulk, delivered, brown, est. annual quantity 1,500 cubic yards.

Fibar engineered wood fiber, bulk, installed, est. annual quantity 700 cubic yards.

Mulch, installed, red, est. annual quantity 3,760 cubic yards.

Deliveries/installation to various locations within the City.

5. **City of Dania Beach**, contact Carl Kallediaran, Landscape Manager, (954) 924-6800, ext. 2745.

   Fibar engineered wood fiber, bulk, installed, est. annual quantity 400 cubic yards.

   Mulch, installed, red, est. annual quantity 1,260 cubic yards.

   Deliveries to 1201 Stirling Road, Dania Bch.

6. **Town of Davie**, contact person Kevin Montaldi, Superintendent, (954) 327-3943.

   Playground Safety Wood Chips, bulk, installed, est. annual quantity 400 cubic yards.

   Mulch, installed, red, est. annual quantity 200 cubic yards.

   Delivery and/or installation to various locations within the City.

7. **City of Deerfield Beach**, contact person Sandra Francis, (954) 480-4381.

   Fibar engineered wood fiber, bulk, installed, est. annual quantity 400 cubic yards.

   Mulch, installed, brown, est. annual quantity 3,400 cubic yards.

   Installation to various locations within the City.

8. **City of Delray Beach**, contact person Joel Burzynski, Purchasing Agent, (561) 243-7153.

   Mulch, bulk, delivered, red, est. annual quantity 2,500 cubic yards.

   Mulch, bulk, delivered, brown, est. annual quantity 4,000 cubic yards.

   Mulch, bagged, delivered, red, est. annual quantity 2,500 bags.

   Mulch, bagged, delivered, brown, est. annual quantity 4,000 bags.

   Mulch, bulk, delivered, Melaleuca, est. annual quantity 4,000 cubic yards.

Mulch, installed, red, est. annual quantity 2,500 cubic yards.

Mulch, installed, brown, est. annual quantity 4,000 cubic yards.

Playground Safety Wood Chips, installed, est. annual quantity 4,000 cubic yards.

Deliveries to various locations within the City.

9. **City of Fort Lauderdale**, contact person Robert Dexter, Parks Manager, (954) 828-5262.

   Mulch, bulk, delivered, red, est. annual quantity 400 cubic yards.

   Mulch, bagged, delivered, brown, est. annual quantity 11,700 bags

   Mulch, rubber, bagged, est. annual quantity 5 super sacks.

   Playground Safety Wood Chips, installed, est. annual quantity 1,340 cubic yards.

   Mulch, installed, brown, est. annual quantity 7,500 cubic yards.

   Deliveries to various locations within the City.

10. **City of Hallandale Beach**, contact person Robert Lowery, Procurement Assistant Director, (954) 457-1452.

    Mulch, bulk, installed, brown, est. annual quantity 2,000 cubic yards.

    Deliveries to various locations within the City.

11. **Town of Hillsboro Beach**, contact person Mac Serda, Town Manager, (954) 427-4011.

    Mulch, bagged, delivered, brown, est. annual quantity 300 bags

    Deliveries to 1210 Hillsboro Mile, Hillsboro Beach, FL 33062.

12. **City of Hollywood**, contacts: Joshua Collazo, Public Works Superintendent, (954) 249-8857.

    Mulch, bulk, delivered, red est. annual quantity 400 cubic yards.

    Mulch, bulk, delivered, brown est. annual quantity 600 cubic yards.

    Mulch, bagged, delivered, red, est. annual quantity 300 bags.

Mulch, bagged, delivered, brown, est. annual quantity 100 bags.

Mulch, Melaleuca, bagged, delivered, est. annual quantity 100 bags.

Mulch, Melaleuca, bulk, delivered, est. annual quantity 600 cubic yards.

Mulch, rubber, bagged, delivered, est. annual quantity 300 super sacks.

Fibar engineered wood fiber, bulk, installed, est. annual quantity 100 cubic yards.

Mulch, installed, red, est. annual quantity 200 cubic yards.

Mulch, installed, brown, est. annual quantity 2,100 cubic yards.

Playground Safety Wood Chips, bulk, delivered, estimated annual quantity 100 cubic yards.

Delivery/Installation to various locations within the City.

13. **Village of Key Biscayne**, contact person Todd Hofferberth, (305) 365-5947.

    Playground Safety Wood Chips, installed, est. annual quantity 400 cubic yards.

    Delivery locations: Village Green, 450 Crandon Blvd., and Key Biscayne K-8 School 601 Ridgewood Rd., Key Biscayne FL 33149.

14. **City of Lauderhill**, contact person Brian Picnic, Parks Deputy Director, (954) 730-3083.

    Mulch, bulk, delivered, red est. annual quantity 30 cubic yards.

    Mulch, bulk, delivered, brown est. annual quantity 30 cubic yards.

    Mulch, bulk, delivered, Melaleuca est. annual quantity 30 cubic yards.

    Mulch, bagged, delivered, red, est. annual quantity 1,000 bags.

    Mulch, Melaleuca, bagged, delivered, est. annual quantity 30 bags.

    Mulch, rubber, bagged, delivered, est. annual quantity 30 super sacks.

    Fibar engineered wood fiber, bulk, installed, est. annual quantity 30 cubic yards.

    Mulch, bagged, delivered, red, est annual quantity 25,200 bags.

Playground Safety Wood Chips, installed, est. annual quantity 1,030 cubic yards.

Mulch, installed, red, est. annual quantity 1,000 cubic yards.

Delivery location: 2101 NW 49th Ave. Installations to various City locations.

15. **City of Margate**, contact person Spencer Shambray, Purchasing Manager, (954) 935-5341.

    Mulch, gold, bulk, delivered, est. annual quantity 168 cubic yards.

    Delivery location: 102 N Rock Island Rd., Margate.

16. **City of Miami**, contact person Carl Springer, Parks Superintendent(305) 960-3007.

    Mulch, bagged, delivered, red, est. annual quantity 16,000 bags.

    Delivery location: 1950 NW 12th Ave., Miami, FL 33136.

17. **City of Miami Beach**, contact Alex Dennis, Procurement Officer, (305) 673-7490.

    Mulch, bulk, delivered, red, est. annual quantity 40 cubic yards.

    Mulch, bagged, delivered, brown, est. annual quantity 240 bags

    Mulch, bulk, installed, brown, est. annual quantity 500 cubic yards.

    Deliveries to 2100 Meridian Ave., and installation to various City locations.

18. **City of North Lauderdale**, contact person Sam May, Public Works Director, (954) 742-7070.

    Mulch, bulk, delivered, red, est. annual quantity 40 cubic yards.

    Fibar engineered wood fiber, bulk, installed, est. annual quantity 450 cubic yards.

    Mulch, installed, brown, est. annual quantity 300 cubic yards.

    Mulch, installed, red, est. annual quantity 200 cubic yards.

    Deliveries/installation to various locations within the City.

19. **City of North Miami Beach**, contact person Shereece George, Chief Procurement Officer, (305) 948-2946, ext. 2629.

Mulch, bagged, delivered, brown, est. annual quantity 8,200 bags.

Deliveries to various locations within the City.

20. **City of Oakland Park**, contact Lisa Bishop Hill, Public Works Manager, (954) 630-4518.

    Mulch, Melaleuca, bagged, delivered, est. annual quantity 21,120 bags.

    Playground Safety Wood Chips, installed, est. annual quantity 350 cubic yards.

    Deliveries to City Maintenance Compound, 3650 N.E. 12th Avenue, Oakland Park.

21. **City of Parkland**, contact: Anthony Scerbo, Public Works Superintendent, (954) 757-4187.

    Mulch, bulk, delivered, brown est. annual quantity 120 cubic yards.

    Mulch, bulk, delivered, Melaleuca est. annual quantity 36 cubic yards.

    Mulch, bagged, delivered, brown, est. annual quantity 240 bags.

    Mulch, Melaleuca, bagged, delivered, est. annual quantity 120 bags.

    Playground Safety Wood Chips, installed, est. annual quantity 240 cubic yards.

    Mulch, installed, brown, est. annual quantity 360 cubic yards.

    Delivery/Installation to various locations within the City.

22. **City of Pompano Beach**, contact person Jeff English, Purchasing Agent, (954) 786-4098.

    Mulch, bulk, delivered, red estimated annual quantity 3,500 cubic yards.

    Mulch, bulk, delivered, brown estimated annual quantity 3,500 cubic yards.

    Playground Safety Wood Chips, installed, est. annual quantity 500 cubic yards.

    Deliveries to various locations within the City.

K. Detail Specifications

1. General Wood Mulch Specifications

a. Mulch shall be of the recycled, dyed variety and shall be free of sand, dirt, CCA treated lumber, seed, and other foreign matter. Size shall not exceed three inches (3").

b. Colors required: Red, Brown, and Gold.

2. Mulch, Bulk, Delivered

a. Mulch product to be as specified above.

b. Delivered in bulk and unloaded (dumped).

c. Bidder to state size of truckload (cubic yards), and minimum order.

3. Mulch, Bagged, Delivered

a. Mulch product to be as specified above.

b. Mulch to be supplied in two (2) cubic foot bags. Bags to be water-resistant, delivered on pallets. There shall be no charge for pallets pending their return. Bidder to state number of bags per pallet.

c. Delivered, pallets unloaded.

4. Mulch, Bulk, Installed

a. Mulch product to be as specified above.

b. The Contractor must have the ability to install a minimum of twenty (20) cubic yards within an eight (8) hour period.

The Contractor shall be fully responsible for the performance of its company/firm and completion of all work as outlined in these specifications. The Contractor shall employ sound horticultural practices and methods standard in the industry. Supervision of personnel shall be conducted in a competent and professional manner. All personnel shall wear uniforms bearing the company/firm name and all vehicles shall be likewise identifiable.

When working in traffic arterial medians, personnel are required to wear safety vests. Proper safety signage, such as "Men Working Ahead", cones, flagmen or other warning devices shall be used to alert motorists of work in the area. All signs shall be temporary and must be in accordance with the Florida Department of Transportation's Manual on Uniform Traffic Control Devices and Safe Practices. OSHA standards shall be

utilized where applicable. Installed price must include M.O.T. on roadways.

Any damage to public and/or private property, including the road, facilities, services, utilities, irrigation lines, or vegetation caused by the action of the Contractor shall be repaired or replaced at the expense of the Contractor to the satisfaction of the customer. Failure to restore said property within three (3) working days following notification will result in a deduction from the vendor's invoice of customer expenses incurred through the execution of appropriate labor, material, and equipment use or rental to restore the property to its original condition.

All equipment shall be maintained in an efficient and safe operating condition while performing work under the Contract. Equipment shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the City shall direct the Contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the customer. The Contractor shall be responsible and liable for injury to persons caused by the operation of the equipment.

c. Installation Specifications

The Contractor shall be fully responsible for confirming the amount of mulch needed, coordinating delivery to the site, and for all transportation costs.

The Contractor must coordinate all work with the designated customer contact. The designated customer contact reserves the right to inspect each truckload of material that is delivered to the job site prior to the material being unloaded. The Contractor shall meet with the designated customer contact prior to installation in order to discuss unusual needs in the area of work to be performed that day.

Mulch shall be uniformly distributed at a minimum depth of three inches (3") to a maximum depth of four inches (4") around all trees and shrubs within the maintenance area. Mulch shall extend outward for a minimum of two feet (2') to a maximum of four feet (4'), from all shrubs and trees. A three to six-inch (3"- 6") band, free of mulch, shall be maintained around the tree trunks and shrubs. Mulch shall be pulled back from the base of shrubs and groundcovers.

Mulching shall be completed within thirty (30) calendar days following receipt of order unless otherwise specified on written purchase order. Should the Contractor encounter any problems that might cause a delay in

mulch installation, it shall notify the designated customer contact within two (2) hours.

Sidewalks, paved areas, and sodded areas shall be left free of mulch at time of job completion.

5. Melaleuca Mulch Specifications

   a. During processing, raw materials shall be stacked and stored in curing piles for no less than 120 days.

   b. Mulch shall be made entirely from the above ground portion wood and bark of the Melaleuca Quinquenervia Tree. It shall not contain more than 10% (by volume) bark and shall not contain roots or root pieces. Shreds and chips shall not be larger than 3/4 inch diameter and 1 1/2 inch in length. Mulch shall be free of weed seeds, soil and on other organic or inorganic material.

   c. Prior to its final processing, mulch will have been inspected and certified by the Florida Department of Agriculture and Consumer Services, Division of Plant Industry, as free of burrowing nematodes. All proofs of delivery shall bear the official State of Florida stamp of inspection and verification.

   d. Melaleuca mulch to be supplied in bulk, and in two (2) cubic foot bags. Bags to be water-resistant, delivered on pallets. There shall be no charge for pallets pending their return. Bidder to state number of bags per pallet.

6. Rubber Mulch Specifications

   a. For playground use, meeting Americans with Disabilities Act (ADA) and American Society for Testing and Materials **(**ASTM) standards. Various standard colors.

   b. To be furnished in “super sacks”, 2,000 pounds per sack.

7. Certified Playground Safety Wood Chips Specifications

   a. Mulch shall be made entirely from Pine and other Hardwoods and shall be free of sand, dirt, CCA treated lumber, seed, and other foreign matter. Shreds and chips shall not be larger than 3/4-inch diameter and 1 1/2 inch in length. Must meet all the requirements of ASTM F1292 for safety, F2075 for purity, and F1951 for wheelchair access. All testing certified by the International Play Equipment Manufacturers Association (IPEMA).

Mulch shall be delivered in bulk. If installation is requested, delivery trucks must be capable of installing mulch into playground areas through use of hoses attached to blown in place systems on the trucks.

b. Installation of Playground Chips

Mulch shall be installed by being blown into place through hoses connected to the delivery truck.

The contractor shall be fully responsible for confirming the amount of mulch installed, coordinating delivery to the site, and for all transportation costs.

The Contractor must coordinate all work with the designated customer contact. The designated customer contact reserves the right to inspect each truckload of material that is delivered to the job site prior to the material being unloaded. The Contractor shall meet with the designated customer contact prior to installation in order to discuss unusual needs in the area of work to be performed that day.

Mulch shall be uniformly distributed in the playground area, to bring the upper surface to the height designated by the designated customer contact. The designated customer contact will designate the depth and/or cubic yards to be installed at each location. Access to playgrounds may be limited. Trucks must have sufficient length of hose to provide installation to an area 250 feet from truck.

8. Fibar Engineered Wood Fiber (EWF) Specifications

a. Fibar is made only from virgin wood. Fibar EWF meets all the requirements of ASTM F1292 for safety, F2075 for purity, and F1951 for wheelchair access. All testing certified by the International Play Equipment Manufacturers Association (IPEMA).

Fibar is to be delivered in bulk, or installed, as requested. All installation specifications detailed herein apply to this product.

Fibar is manufactured by The Fibar Group, LLC; contact information: info@fibar.com, telephone (800) 342-2721, 80 Business Park Drive, Armonk, New York, 10504.

L. Relevant Project Experience

For mulch installation, Bidders shall show specific project experience as a Prime Contractor for a minimum of three projects within the last three years of similar or greater complexity and cost. Reference contact information must be furnished for all mulching projects claimed as relevant experience under this requirement including: Project Name,

the customer for whom the project was done, total project cost, when the project commenced and was completed, project manager with phone number. Include reference information with bid. IPEMA certification shall be submitted with bid.

M. Insurance

Contractor shall not commence services under the resulting Contract until certification or proof of insurance detailing terms and provisions have been received and approved in writing by the City's Risk Manager. If you are responding to this ITB and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Division of the General Services Department at (954) 786-4098. If the Contract has already been awarded, please direct any inquiries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/Contract.

Contractor is responsible to deliver to the City for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the City as an additional insured on all such coverage. **Such policy or policies shall be issued by United States Treasury approved companies/firms authorized to do business in the State of Florida. The policies shall be written on forms acceptable to the City's Risk Manager, meet a minimum financial A.M. Best and Company rating of no less than Excellent, and be part of the Florida Insurance Guarantee Association Act. No changes are to be made to these specifications without prior written approval of the City's Risk Manager.**

Throughout the term of the Contract, the City, by and through its Risk Manager, reserves the right to review, modify, reject or accept any insurance policies required by this Contract, including limits, coverages or endorsements. City reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as the City's review or acceptance of insurance maintained by the Contractor, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by the Contractor under the resulting Contract.

Throughout the term of the Contract, the Contractor and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements:

1. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company/firm (number of employees) or the state in which the work is to be performed or of the state in which the Contractor is obligated to pay compensation to employees engaged in the performance of the work. The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

2. Liability Insurance.

(a) Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from the Contractor's negligent acts or omissions in connection with the Contractor's performance under this Contract.

(b) Such Liability Insurance shall include the following checked types of insurance and indicated minimum policy limits.

	Type of Insurance	**Limits of Liability**
	GENERAL LIABILITY:	Per Occurrence Aggregate
	* Policy to be written on a claims occurrence basis	
		$1,000,000 $2,000,000
XX	comprehensive form	bodily injury and property damage
__	premises - operations	bodily injury and property damage
	explosion & collapse hazard	
	underground hazard	
XX	products/completed operations hazard	bodily injury and property damage combined
XX	contractual insurance	bodily injury and property damage combined
XX	broad form property damage	bodily injury and property damage combined
XX	Independent Contractors	personal injury
XX	personal injury	
__	CG2010	ongoing operations (or its' equivalent)
__	CG 2037	completed operations (or its' equivalent)
__	sexual abuse/molestation	Minimum $1,000,000 Per Occurrence and Aggregate

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	AUTOMOBILE LIABILITY:	Minimum $1,000,000 Per Occurrence and Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.
XX	comprehensive form	
XX	owned	
XX	hired	
XX	non-owned	

REAL & PERSONAL PROPERTY

* Policy to be written on a claims occurrence basis

__ comprehensive form Agent must show proof it has this coverage.

EXCESS / UMBRELLA LIABILITY		Per Occurrence	Aggregate
* Policy to be written on a claims occurrence basis			
excess/umbrella	bodily injury and property damage combined	$5,000,000	$5,000,000

PROFESSIONAL LIABILITY	Per Occurrence	Aggregate
* Policy to be written on a claims made basis		
professional liability	$1,000,000	$1,000,000

(c) If Professional Liability Insurance is required, Bidder agrees the indemnification and hold harmless provisions of the Contract shall survive the termination or expiration of the Contract for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

ENVIRONMENTAL / POLLUTION LIABILITY		Per Occurrence	Aggregate
* Policy to be written on a claims-made basis			
XX	environmental/pollution liability	$1,000,000	$1,000,000

CYBER LIABILITY	Per Occurrence	Aggregate
* Policy to be written on a claims occurrence basis		
	$1,000,000	$1,000,000

__ Network Security / Privacy Liability
__ Breach Response / Notification Sublimit (minimum limit of 50% of policy aggregate)
__ Technology Products E&O - $1,000,000 (only applicable for vendors supplying technology related services and or products)
__ Coverage shall be maintained in effect during the period of the Contract and for not less than four (4) years after termination/ completion of the Contract.

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3. Employer's Liability. Contractor and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars ($100,000.00) per employee, Five Hundred Thousand Dollars ($500,000) per aggregate.

4. Policies: Whenever, under the provisions of the Contract, insurance is required of the Contractor, the Contractor shall promptly provide the following:

a) Certificates of Insurance evidencing the required coverage;

b) Names and addresses of firms providing coverage;

c) Effective and expiration dates of policies; and

d) A provision in all policies affording City thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

5. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company/firm shall provide thirty (30) days written notice to the City.

6. Waiver of Subrogation. Contractor hereby waives any and all right of subrogation against the City, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss Contract to waive subrogation without an endorsement, then, Contractor shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an Contract on a pre-loss basis.

The certification or proof of insurance must contain a provision for notification to the City ten (10) days in advance of any material change in coverage or cancellation.

The Contractor shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of Contract. Certificate(s) to be issued to City of Pompano Beach, Attention Risk Manager, 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060.

N. Questions And Communication

All questions regarding the ITB are to be submitted using the Questions feature in the eBid System. Questions must be received at least two (2) calendar days before the scheduled ITB opening. Oral and other interpretations or clarifications will be without legal effect. Addenda will be posted to the ITB in the eBid System, and it is the Bidder's responsibility to obtain all addenda before submitting a response to the ITB.

SECTION II - GENERAL CONDITIONS

1. Submission and Receipt of Bids

1.1. Bidders must use the forms furnished by the City.

1.2. Bids must submit their response via the eBid System.

1.3. It will be the sole responsibility of the bidder to have their bid submitted via the eBid system before the closing hour and date shown for receipt of bids.

1.4. Bidder's response shall not contain any alternation to the document posted other than entering data in spaces provided or including attachments as necessary.

1.5. By submission of a response, Bidder affirms that a complete set of bid documents was obtained from the eBid System and no alteration of any kind has been made to the solicitation.

1.6. Late bids will not be considered.

1.7. Bids transmitted by email or facsimile will not be accepted.

2. Completion of Bid Forms

Bidder is to enter information into the eBid System and upload any required attachments and forms as specified in the solicitation.

3. Electronic Signature

Bidder acknowledges that the user identification, password, entry of the user's full name, and entry of the user's email address serves as their unique electronic signature for all bid responses and submissions as provided by 668.001, Fla. Stat. et. seq. Bidder further agrees that only individuals with signature authority will submit a response.

4. Prices to be Firm

Bidder certifies that prices, terms and conditions in the bid will be firm for acceptance for a period of ninety (90) days from the date of bid opening unless otherwise stated by the City. Bids may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Bids may be withdrawn after ninety (90) days only upon written notification to the City.

5. Extensions

If there is an error in extensions (mathematical calculations), unit prices will prevail.

6. Delivery

6.1. All items are to be bid F.O.B. delivered with freight charges prepaid and included, to designated addresses as specified by the City on its purchase order(s) or in letter(s) of authorization.

6.2. Bidder must state specific number of calendar days required for delivery of each item bid in attribute in the eBid System for consideration of award of this bid.

6.3. Delivery time will be a factor for any orders placed as a result of this bid. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default. (See Section 10.)

7. Electronic Bid Considered an Offer

This electronic bid submitted via the eBid System is considered an offer on the part of the bidder, which offer shall be considered accepted upon approval by the City Commission of the City of Pompano Beach (if required). The City of Pompano Beach will issue a purchase order or a letter of authorization to the successful bidder, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein.

In the event of default on the part of the bidder after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

8. Quality

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality and highest grade workmanship unless otherwise specified in this bid by the City.

9. Brand Names

Whenever proprietary names are used, (whether or not followed by the words "or approved equal"), the item(s) will be subject to acceptance and/or approval by authorized City personnel, and said personnel will deem it their prerogative to select the item(s) which are lowest bid, item by item, meeting specifications from the information furnished by the bidder with the bid and/or sample inspection or testing of the item(s) called for herein.

10. Default Provisions

In the event of default by the bidder, the City reserves the right to procure the item(s) bid from other sources and will hold the bidder responsible for excess costs incurred as a result. A contractor who defaults on a City contract may be banned from doing business with the City for a period of 36 months from the date of default.

11. Samples

Samples, when requested, must be furnished at, or before, bid opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at bidder's request, be returned within thirty (30) days of bid award at bidder's expense. If requested by the City, samples and/or inspection of like items are to be made available in the southeast Florida area.

12. Acceptance of Materials

The material delivered as a result of this bid shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance

with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.

13. Manufacturers' Certifications

The City reserves the right to obtain separate manufacturer certification of all statements made in the bid.

14. Copyrights and Patent Rights

Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this bid, and successful bidder agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

15. Laws and Regulations

All applicable laws and regulations of the Federal government, the State of Florida, and ordinances of the City of Pompano Beach will apply to any resulting bid award.

16. Taxes

The City of Pompano Beach is exempt from any taxes imposed by the State and Federal government. Exemption certificates will be provided upon request. State sales tax exemption certificate #85 8012621672C-6 and Federal exemption tax #59 74 0083K apply and appear on each purchase order.

17. Conflict of Instructions

If a conflict exists between the General Conditions and instructions contained herein, and the Specific Conditions and instructions contained herein, the specifics shall govern.

18. Exceptions to Specifications

For purposes of evaluation, bidder must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the bidder that are required to be signed by the City. If exceptions are not stated by the bidder, in his bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions are to be listed by the bidder on an attachment included with his bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

19. Warranties

The City of Pompano Beach will not accept any disclaimer of the warranties of merchantability and fitness for a particular purpose for the product(s) offered. Proposals will clearly state any additional warranties and guarantees against defective materials and workmanship. A copy of the complete manufacturer's warranty statement is to be submitted with the bid.

20. Retention of Records and Right to Access Clause

The successful bidder shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five (5) years after termination of this contract; or if an audit has been initiated and audit findings have not been resolved at the end of these five (5) years, the records shall be retained until resolution of audit finding.

21. Qualifications/Inspection

Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The General Services Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.

22. Anti-collusion Statement

By submitting this bid, the bidder affirms that this bid is without previous understanding, agreement, or connection with any person, business, or corporation submitting a bid for the same materials, supplies, or equipment, and that this bid is in all respects fair, and without collusion or fraud.

Additionally, bidder agrees to abide by all conditions of this bid and certifies that they have the legal authority to submit this bid on behalf of the named Bidder. In submitting a bid to the City of Pompano Beach, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Pompano Beach all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Pompano Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.

23. Indemnification

Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.

24. Reservation for Rejections and Award

The City reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The

City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified.

25. Interpretations

Any questions concerning the conditions and specifications contained in this bid should be submitted in writing and received by the Purchasing Division no later than seven (7) calendar days prior to the bid opening. The City of Pompano Beach shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

26. Failure to Respond

If you elect not to bid, please return enclosed "Statement of No Response" form by the bid due date, and state your reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Response" form, may result in your name being removed from our notification list.

27. Bid Tabulations

Tabulations are posted to the Purchasing page of the City's website. Bidders who wish to receive a copy of the bid tabulation should request it by enclosing a stamped, self addressed envelope with their bid, or by requesting a tabulation be sent to their fax machine. Bid results will not be given out by telephone. The City does not notify unsuccessful bidders of contract awards.

28. Assignment

Successful bidder may not assign or transfer this contract, in whole or part, without prior written approval of the City of Pompano Beach.

29. Termination for Convenience of City

Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to the successful bidder, the City may without cause and without prejudice to any other right or remedy, terminate the agreement for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the agreement is terminated for the convenience of the City the notice of termination to the successful bidder must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of the termination. Upon receipt of such notice, the contractor shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding sub-contractors and purchase orders to the extent that they relate to the terminated portion of the contract and refrain from placing further orders and subcontracts except as they may be necessary, and complete any continued portions of the work.

30. Public Entity Crimes

In accordance with Florida State Statute 287.133 (2)(a): A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

31. Governing Procedures

This bid is governed by the applicable sections of the City's General Services Procedures Manual. A copy of the manual is available for review at the City Purchasing office.

32. Identical Tie Bids

In accordance with Section 287.087, State of Florida Statutes, 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 for the procurement of commodities or contractual service, 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 employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States of any State, for a violation occurring in the workplace no later than five (5) days after such conviction.

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

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

33. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if bidder offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D.

34. Optional Contract Usage

As provided in Section 287.042(17), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.

35. Non Discrimination

There shall be no discrimination as to race, color, religion, gender, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for, or purchase of, goods or services, or the subcontracting of work in performance of this contract.

36. Notice To Contractor

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

37. Costs Incurred by Bidders

All expenses associated with the preparation and/or presentation and submission of bids to the City, or any work performed in connection therewith, shall be the sole responsibility of the Bidder and shall not be reimbursed by the City.

38. Public Records

1) Any material submitted in response to this solicitation will become a public document pursuant to Section 119.071, Florida Statutes. This includes material which the responding bidder/proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.071, Florida Statutes.

2.1) The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

b. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City;

d. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

e. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

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

CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com

2.2) The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth herein.

SECTION III – BID LINE ITEM PRICING

BID LINE ITEM PRICING MUST BE SUBMITTED ELECTRONICALLY USING THE CITY'S EBID SYSTEM.

Group 1: Broward County

Line	Item	Quantity	Description	Unit Price	Total
1	A	2,507 cubic yards	mulch, bulk, delivered, red	$_____/cy	$_____
			# of yards per truckload: _____		
			minimum order: _____		
2	B	5,650 cubic yards	mulch, bulk, delivered, brown	$_____/cy	$_____
			# of yards per truckload: _____		
			minimum order: _____		
3	C	168 cubic yards	mulch, bulk, delivered, gold	$_____/cy	$_____
			# of yards per truckload: _____		
			minimum order: _____		
4	D	4,066 cubic yards	mulch, bulk, delivered, Melaleuca	$_____/cy	$_____
			# of yards per truckload: _____		
			minimum order: _____		
5	E	5,000 bags	mulch, bagged, delivered, red	$_____/bag	$_____
			# of bags per pallet: _____		
			minimum order: _____		

6	F	6,040 bags	mulch, bagged, delivered, brown	$_____/bag	$_____
			# of bags per pallet: _____		
			minimum order: _____		
7	G	3,000 bags	mulch, bagged, delivered, gold	$_____/bag	$_____
			# of bags per pallet: _____		
			minimum order: _____		
8	H	21,270 bags	mulch, bagged, delivered, Melaleuca	$_____/bag	$_____
			# of bags per pallet: _____		
			minimum order: _____		
9	I	30 super sacks	mulch, rubber, bagged, delivered	$_____/super sack	$_____
			# of bags per pallet: _____		
			minimum order: _____		
10	J	6,580 cubic yards	engineered wood fiber, bulk, installed	$_____/cy	$_____
			minimum order: _____		
11	K	6,020 cubic yards	playground safety wood chips, bulk, installed	$_____/cy	$_____
			minimum order: _____		
12	L	5,400 cubic yards	mulch, bulk, installed, red, per cubic yard	$_____/cy	$_____
			minimum order: _____		

13	M	5,400 cubic yards	mulch, bulk, installed, brown, per cubic yard	$_____/cy	$_____
			minimum order: _____		
14	N	2,550 cubic yards	mulch, bulk, installed, gold, per cubic yard	$_____/cy	$_____
			minimum order: _____		

Group 2: Miami-Dade County

Line	Item No.	Quantity	Description	Unit Price	Total
1	A	100 cubic yards	mulch, bulk, delivered, red	$_____/cy	$_____
			# of yards per truckload: _____		
			minimum order: _____		
2	B	900 cubic yards	mulch, bulk, delivered, brown	$_____/cy	$_____
			# of yards per truckload: _____		
			minimum order: _____		
3	C	100 cubic yards	mulch, bulk, delivered, gold	$_____/cy	$_____
			# of yards per truckload: _____		
			minimum order: _____		
4	E	17,000 bags	mulch, bagged, delivered, red	$_____/bag	$_____
			# of bags per pallet: _____		
			minimum order: _____		
5	F	8,440 bags	mulch, bagged, delivered, brown	$_____/bag	$_____
			# of bags per pallet: _____		
			minimum order: _____		

6	G	1,000 bags	mulch, bagged, delivered, gold	$_____/bag	$_____
			# of bags per pallet: _____		
			minimum order: _____		
7	K	550 cubic yards	Playground Safety Wood Chips, bulk, installed	$_____/cy	$_____
			minimum order: _____		
8	M	500 cubic yards	mulch, bulk, installed, brown	$_____/cy	$_____
			minimum order: _____		

Group 3: Palm Beach County

Line	Item	Quantity	Description	Unit Price	Total
1	A	11,300 cubic yards	mulch, bulk, delivered, red	$_____/cy	$_____
			# of yards per truckload: _____		
			minimum order: _____		
2	B	800 cubic yards	mulch, bulk, delivered, brown	$_____/cy	$_____
			# of yards per truckload: _____		
			minimum order: _____		
3	C	15,000 cubic yards	mulch, bulk, delivered, gold	$_____/cy	$_____
			# of yards per truckload: _____		
			minimum order: _____		
4	D	1,000 cubic yards	mulch, bulk, delivered, Melaleuca	$_____/cy	$_____
			# of yards per truckload: _____		

			minimum order: _____		
5	E	1660 bags	mulch, bagged, delivered, red	$_____/bag	$_____
			# of bags per pallet: _____		
			minimum order: _____		
6	F	2,160 bags	mulch, bagged, delivered, brown	$_____/bag	$_____
			# of bags per pallet: _____		
			minimum order: _____		
7	J	5,700 cubic yards	Engineered Wood Fiber, bulk, installed	$_____/cy	$_____
			minimum order: _____		
8	K	800 cubic yards	Playground Safety Wood Chips, bulk, installed	$_____/cy	$_____
			minimum order: _____		
9	L	5,000 cubic yards	mulch, bulk, installed, red	$_____/cy	$_____
			minimum order: _____		
10	M	1,500 cubic yards	mulch, bulk, installed, brown	$_____/cy	$_____
			minimum order: _____		
11	N	50 cubic yards	mulch, bulk, installed, gold	$_____/cy	$_____
			minimum order: _____		

ATTRIBUTES

REQUESTED INFORMATION BELOW IS ON THE ATTRIBUTES TAB FOR THE BID IN THE EBID SYSTEM. PROVIDE THIS INFORMATION ELECTRONICALLY.

Acknowledgment of the following Addenda is noted:
Addendum Number(s)_____ Date(s) Issued _____

Delivery time after receipt of order _____ calendar days.

If awarded the Contract resulting from this bid, will your company/firm agree to sell additional items at the awarded Contract price? If so state the time period in calendar days applicable for such additional purchases: _____

If awarded the Contract resulting from this bid, will your company/firm agree to extend the same prices, terms and conditions to other governmental entities? (Note -- Optional, Agreement not required for Contract award.)

Yes_____ No_____

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Vendor Name: _____

Vendor FEIN: _____

Section 215.4725, Florida Statutes, prohibits agencies from contracting (at any dollar amount) with companies on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel. As the person authorized to sign electronically on behalf of Respondent, I hereby certify by selecting the box below that the company/firm responding to this solicitation is not listed on the Scrutinized Companies that Boycott Israel List. I also certify that the company/firm responding to this solicitation is not participating in a boycott of Israel, and is not engaged in business operations in Syria or Cuba. I understand that pursuant to sections 287.135 and 215.4725, Florida Statutes, the submission of a false certification may subject company/firm to civil penalties, attorney's fees, and/or costs.

I Certify



Conflict of Interest: For purposes of determining any possible conflict of interest, all Bidders must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". (Note: If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.)

Yes ____ No ____

Drug-Free Workplace: Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, 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. If Bidder's company/firm has a Drug-free Workplace Program as outlined in General Conditions, section 32., so certify below:

Bidder has a drug-free workplace program? Yes ____ No _____

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Sixth Amendment to the Master Services and Purchasing Agreement

This Sixth Amendment to Master Services and Purchasing Agreement ("**Amendment**") is between Axon Enterprise, Inc. (f/k/a TASER International, Inc.), a Delaware corporation ("**Axon**"), and the City of Boynton Beach ("**Customer**" or "**Agency**"). This Amendment is effective as of the last signature date on this Amendment ("**Effective Date**"). Axon and Customer are each a "Party" and collectively "**Parties**".

Axon and Agency are parties to the TASER 7 Agreement by and between Axon Enterprise, Inc. and the City of Boynton Beach Police Dept., dated June 7, 2021, which was supplemented by the Master Services and Purchasing Agreement and Addendum dated November 14, 2022 under Q-385041, and further amended on December 19, 2023 under Q-511382 (Amendment 1), on August 7, 2024 under Q-594677 and Q-594686 (Amendment 2), on May 20, 2025 under Q-690291 (Amendment 3), on July 15, 2025 under Q-593380 (Amendment 4), and on June 16, 2026 under Q-850915 (Amendment 5)(collectively, the "**Agreement**").

The Parties wish to incorporate further changes into the Agreement in order to expand the scope of offered products.

The Parties therefore agree as follows:

1. The attached documents are hereby incorporated into the Agreement:
    a. Quote Q-645735-46300BR

2. The following is added to Axon Cloud Services Terms of Use Appendix:

3. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.
4. The additional terms previously added to the Agreement remain in full force and effect, including, without limitation, the Entities of Foreign Concern certification and affidavit requirement under Section 287.138, Florida Statutes (First Amendment), and the Anti-Human Trafficking affidavit requirement under Section 787.06(13), Florida Statutes (Second Amendment).

5. **Controlling Provisions.** Except as otherwise specifically provided in this Amendment, in the event of any conflict between the Agreement, the Addendum to Master Services and Purchasing Agreement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, and this Sixth Amendment the provisions shall be given precedence in the following order: (1) the Addendum to Master Services and Purchasing Agreement; (2) this Sixth Amendment; (3) the Fifth Amendment; (4) the Fourth Amendment; (5) the Third Amendment; (6) the Second Amendment; (7) the First Amendment; and (8) the Agreement.

[Signatures to follow on the next page]

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Sixth Amendment to the Master Services and Purchasing Agreement

Each representative identified below declares that the representative is authorized to execute this Amendment as of the date of signature.

Axon Enterprise, Inc.	**Agency**
Signature: Signed by: Robert E. Driscoll, Jr. 55DAEBB131A4424...	Signature:
Name: Robert E. Driscoll, Jr.	Name:
Title: Deputy General Counsel	Title:
Date: 10/20/2026 | 5:13 PM MST	Date:

Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

Q-645735-46300BR

Issued: 10/05/2026

Quote Expiration: 11/30/2026

Estimated Contract Start Date: 12/01/2026

Account Number: 111065

Payment Terms: N30

Mode of Delivery: AUTO-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO
Boynton Beach Police Dept. - FL 2100 High Ridge Rd Boynton Beach, FL 33426-8820 USA	Boynton Beach Police Dept. - FL PO Box 310 Boynton Beach FL 33425-0310 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Brendan Rome Phone: Email: brome@axon.com Fax:	Karl Maracotta Phone: 561-742-6170 Email: maracottak@bbfl.us Fax: (561) 742-6185

Quote Summary

Program Length	24 Months
TOTAL COST	$84,456.00
ESTIMATED TOTAL W/ TAX	$84,456.00

Discount Summary

Average Savings Per Year	$0.00
TOTAL SAVINGS	$0.00

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Payment Summary

Date	Subtotal	Tax	Total
Nov 2026	$84,456.00	$0.00	$84,456.00
Total	**$84,456.00**	**$0.00**	**$84,456.00**

Quote Unbundled Price:	**$84,456.00**
Quote List Price:	**$84,456.00**
Quote Subtotal:	**$84,456.00**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Software									
85760	Axon Auto-Transcribe - Unlimited Service	138	24		$25.50	$25.50	$84,456.00	$0.00	$84,456.00
Total							**$84,456.00**	**$0.00**	**$84,456.00**

Delivery Schedule

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	85760	Axon Auto-Transcribe - Unlimited Service	138	12/01/2026	11/30/2028

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	2100 High Ridge Rd	Boynton Beach	FL	33426-8820	USA

Payment Details

Nov 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Upfront	85760	Axon Auto-Transcribe - Unlimited Service	138	$84,456.00	$0.00	$84,456.00
Total				**$84,456.00**	**$0.00**	**$84,456.00**

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Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

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Signature

Date Signed

10/5/2026



Docusign Envelope ID: 15C88E37-E5DF-8EA2-801D-E5AE23C2F561

PIGGYBACK AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND REHRIG PACIFIC COMPANY

This Piggyback Agreement is made as of this __ day of _____, 2026, by and between Rehrig Pacific Company, a Delaware corporation registered to transact business in the State of Florida as a foreign profit corporation, with a principal address of 7452 Presidents Drive, Orlando, FL 32809-5608, hereinafter referred to as "Vendor," and the City of Boynton Beach, a municipal corporation organized and existing under the laws of Florida, with a business address of 100 East Ocean Avenue, Boynton Beach, Florida 33435, hereinafter referred to as "City."

RECITALS

WHEREAS, on October 15, 2024, Sourcewell, a State of Minnesota local government unit and service cooperative, issued a "Request for Proposals" (RFP) No. 120324 for Plastic Refuse and Recycling Containers with Related Technology Solutions ("Services"), resulting in a contracting solution for use by its Participating Entities for which it received twelve (12) responses and subsequently awarded Sourcewell Agreements to five (5) vendors; and

WHEREAS, Sourcewell found Rehrig Pacific Company to be a responsive, responsible bidder, and awarded it a four (4) year contract commencing April 23, 2025, and expiring April 4, 2029, with the option of up to three (3) additional one-year extensions beyond the original four-year term for a total possible length of seven (7) years, Master Agreement No. 120324-REH ("Master Agreement"); and

WHEREAS, the City of Boynton Beach is a Sourcewell Participating Entity (Account # 21407); and

WHEREAS, the City desires to obtain the Services from Vendor; and

WHEREAS, Sourcewell instituted a cooperative purchasing program under which eligible Participating Entities may utilize competitively solicited Master Agreements awarded by Sourcewell; and

WHEREAS, the City's Purchasing Policy Section IX – Alternatives to Formal Sealed Bids, provides authority for the City to acquire or contract for services without utilizing a sealed competitive method or the written quotations method where the desired services are the subject of an agreement that utilizes another government entity's contract, provided that the contract was awarded based strictly on competitive bidding; and

WHEREAS, the City and Vendor have agreed to allow the City to piggyback the Master Agreement, a copy of which is attached as Exhibit "A."

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

AGREEMENT

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

2. **TERM:** The term of this Agreement (the "Term") commences upon full execution by the parties and will remain in effect until April 4, 2029. The Mayor is authorized to execute any renewal amendments. The initial term and any subsequent renewals of this Agreement are subject to the renewal or extension of the Master Agreement. If the Master Agreement expires or is terminated during the Term, this Agreement shall terminate no later than six (6) months after such expiration or termination of the Master Agreement.

3. **CONTRACT TERMS:** The Vendor shall complete the Services on the same terms and in the same manner as set forth in the Master Agreement, except as otherwise provided herein. All recitals, representations, and warranties of Vendor in the Master Agreement are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein, except that all references in the Master Agreement to "Sourcewell" and "Participating Entity" shall be deemed to refer to the "City of Boynton Beach," except in those provisions relating solely to Sourcewell's administration of the Master Agreement (such as administrative fees and sales reporting), and all references to "Supplier" shall be deemed to refer to Vendor. The City shall compensate the Vendor pursuant to the rates outlined in the Master Agreement in an annual amount not to exceed One Hundred Ninety-Two Thousand Dollars ($192,000.00). The Mayor is authorized to execute ordering documents up to the aggregate annual not-to-exceed amount described herein.

4. **DELIVERY, INSPECTION, AND ACCEPTANCE:** The City shall order goods and services by purchase order referencing Vendor's written quote. Unless otherwise stated in the purchase order, goods shall be delivered F.O.B. destination to the location designated by the City, with any freight charges as stated in Vendor's quote, and title and risk of loss shall pass to the City upon delivery. The City may inspect goods within fifteen (15) business days after delivery and may reject any goods that are damaged, defective, or do not conform to the purchase order. Vendor shall, at its expense, including return and replacement freight, replace or correct rejected goods within a reasonable time or, at the City's option, issue a credit for them. Acceptance shall not waive the City's warranty rights. When performing delivery, assembly, distribution, or maintenance services, Vendor shall repair or pay for any damage to public or private property caused by Vendor and shall remove all packaging and debris.

5. **WARRANTY:** In addition to the warranties in the Master Agreement, Vendor's standard written warranties for carts, lids, parts, and other goods shall apply to all goods purchased under this Agreement. Vendor shall state the warranty period for each item in its quote, and that period shall be no less favorable than the warranty Vendor offers other Sourcewell Participating Entities for the same item. During the warranty period, Vendor shall repair or replace defective goods within a reasonable time after notice, at no cost to the City, including the cost of replacement parts or goods and associated freight.

6. **ORDER OF PRECEDENCE:** In the event of a conflict, the following order of precedence shall apply: (1) this Agreement; (2) the Master Agreement; (3) the City's purchase order;

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and (4) Vendor's quote. Any terms and conditions contained in Vendor's quotes, order acknowledgments, or invoices, and any shrink-wrap, click-through, or online license terms for Vendor's software, shall not apply to the City unless expressly agreed to in a writing signed by the City.

7. **NOTICES:** All notices under this Agreement shall be in writing and sent by certified mail, return receipt requested, with proof of delivery, sent to:

City: Daniel Dugger, City Manager
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

Copy: Shawna G. Lamb, City Attorney
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

Vendor: Eric Chambers, VP of Sales
Rodrigo Bernal, Territory Sales Manager
Rehrig Pacific Company
7452 Presidents Drive
Orlando, FL 32809-5608
Telephone: (386) 265-8078
Email: EChambers@rehrig.com; rbernal@rehrig.com

8. **INVOICES AND PAYMENT:** Invoices must identify the PO number and should be mailed to:

Boynton Beach Finance Department
Attn: Accounts Payable
100 E. Ocean Avenue
Boynton Beach, FL 33435
Email: COBBInvoices@bbfl.us

Invoices shall show the nature of the service and date(s) of service. Invoices based on hourly rates shall show the actual hours worked, person performing services, nature of the service, hourly rate, and date(s) of service. Invoices may be submitted no more frequently than monthly. However, all services rendered prior to September 30th of any given year are required to be invoiced by September 30th of that year. Vendor shall provide a W-9 with first invoice.

The fee shall be paid based on receipt of a proper invoice in accordance with the invoice schedule indicated above. Payment will be made within 45 days of receipt of a proper invoice in accordance with the Local Government Prompt Payment Act, Section 218.70 et

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seq., Florida Statutes. No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Vendor, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Vendor of liability for the defective, faulty, or incomplete rendition of the services.

9. **TAX EXEMPT:** Prices applicable to City do not include applicable state and local sales, use, and related taxes. The City is exempt from state and local sales and use taxes and shall not be invoiced for the same. Upon request, City will provide Vendor with proof of tax-exempt status.

10. **SOVEREIGN IMMUNITY:** Nothing contained in this Agreement shall be considered or construed to waive City's rights and immunities under the common law or section 768.28, Florida Statutes, as may be amended.

11. **ATTORNEY'S FEES:** In the event that either Party brings suit for enforcement of this Agreement, each Party shall bear its own attorney's fees and court costs.

12. **PUBLIC RECORDS:**

The City is a public agency subject to Chapter 119, Florida Statutes. The Vendor shall comply with Florida's Public Records Law. Specifically, the Vendor shall:

A. Keep and maintain public records required by the City to perform the service;

B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;

C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Vendor shall destroy all copies of such confidential and exempt records remaining in its possession once the Vendor transfers the records in its possession to the City; and

D. Upon completion of the contract, Vendor shall transfer to the City, at no cost to the City, all public records in Vendor's possession. All records stored electronically by Vendor must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

CITY CLERK'S OFFICE
100 E. OCEAN AVENUE

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13. **DISCRIMINATORY VENDOR AND SCRUTINIZED COMPANIES LISTS; COUNTRIES OF CONCERN:** Vendor represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" under Sections 215.473 or 215.4725, Florida Statutes. Vendor represents and certifies that it is not, and for the duration of the Term, will not be, ineligible to contract with City on any of the grounds stated in Section 287.135, Florida Statutes. Vendor represents that it is and will remain in compliance with Section 286.101, Florida Statutes, for the duration of the Term.

14. **E-VERIFY:** Vendor shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat., shall result in termination of this Agreement. Any challenge to termination under this provision must be filed in the circuit court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by Vendor, Vendor may not be awarded a public contract for a period of one (1) year after the date of termination.

15. **ENTITIES OF FOREIGN CONCERN**. The provisions of this section apply only if Vendor or any subcontractor will have access to an individual's personal identifying information under this Agreement. Vendor represents and certifies: (i) Vendor is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Vendor; and (iii) Vendor is not organized under the laws of, and does not have its principal place of business in, a foreign country of concern. On or before the Effective Date of this Agreement, Vendor and any subcontractor that will have access to personal identifying information shall submit to City executed affidavit(s) under penalty of perjury, in a form approved by City, attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of Section 8. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

16. **ANTI-HUMAN TRAFFICKING**. On or before the Effective Date of this Agreement, Vendor shall provide City with an affidavit attesting that the Vendor does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.

17. **PUBLIC ENTITY CRIME ACT**. Vendor represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and that its entry into this Agreement will not violate that Act. Vendor further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Vendor has been placed on the convicted vendor list.

18. **DISPUTES:** Any disputes that arise between the parties with respect to the performance of this Agreement, which cannot be resolved through negotiations, shall be submitted to a court

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of competent jurisdiction in Palm Beach County, Florida. This Agreement shall be governed by and construed in accordance with Florida law. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION OR LEGAL PROCEEDING RELATED TO THIS AGREEMENT.

19. **EXECUTION OF THE AGREEMENT:** This Agreement will take effect on the date on which it has been signed by both parties (the "Effective Date"). This Agreement may be signed by the parties in counterparts, which together shall constitute one and the same agreement among the parties. A facsimile or electronic signature shall constitute an original signature for all purposes. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing and to bind and obligate such Party with respect to all provisions contained in this Agreement.

20. **TERMINATION FOR CONVENIENCE / OTHER TERMINATION.** This Agreement may be terminated for convenience by the City with at least fourteen (14) calendar days' advance written notice to Vendor. Vendor acknowledges that it has received good, valuable, and sufficient consideration for City's right to terminate this Agreement for convenience, including in the form of City's obligation to provide advance written notice to Vendor of such termination in accordance with this section. This Agreement may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances if the City Manager determines that termination is necessary to protect the public health, safety, or welfare. If this Agreement is terminated by City pursuant to this section, Vendor shall be paid for any services properly performed through the termination date specified in the written notice of termination, subject to any right of City to retain any sums otherwise due and payable, and the City shall have no further obligation to pay Vendor for services under this Agreement. In addition to any termination rights stated in this Agreement, City shall be entitled to seek any and all available contractual or other remedies available at law or in equity, including recovery of costs incurred by City due to Vendor's failure to comply with any term(s) of this Agreement.

21. **TERMINATION FOR CAUSE:** In addition to all other remedies available to City, this Agreement shall be subject to cancellation by City for cause, should Vendor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) calendar days after receipt by Vendor of written notice of such neglect or failure.

22. **INDEMNIFICATION:** Vendor shall indemnify and hold harmless the City, its elected and appointed officers, agents, assigns and employees, consultants, separate contractors, any of their subcontractors, or sub-subcontractors, from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs, and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the City arising out of or resulting from (A) Vendor's performance or breach of this Agreement, (B) acts or omissions, negligence, recklessness, or intentional wrongful conduct by Vendor, its agents, employees, subcontractors, participants, and volunteers, and (C) Vendor's failure to take out and maintain insurance as required under this Agreement. Vendor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all

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costs, judgments, and attorneys' fees which may issue thereon. The obligations of this section shall survive indefinitely regardless of termination of this Agreement.

23. **INSURANCE:** At the time of execution of this Agreement, Vendor shall provide the City with a copy of its Certificate of Insurance reflecting the insurance coverage required by the Master Agreement. The Certificate of Insurance shall name the City of Boynton Beach, its officers, employees, and agents as additional insureds under Vendor's commercial general liability policy, on a primary and non-contributory basis, with a waiver of subrogation in favor of the City, consistent with Article 2, Section 22 of the Master Agreement.

24. **BONDING:** If required by applicable Florida law, Vendor shall furnish performance and/or payment bonds as required by Florida Statutes, regardless of whether such bonding was required under the Master Agreement. Vendor shall provide proof of bonding to the City prior to commencement of Services if bonding is required by law for the type of services being provided under this Agreement.

25. **LIMITATION OF LIABILITY:** Notwithstanding any other provision of this Agreement, City shall not be liable or responsible to Vendor beyond the amount remaining due to Vendor under this Agreement, regardless of whether said liability be based in tort, contract, indemnity or otherwise; and in no event shall City be liable to Vendor for punitive or exemplary damages or for lost profits or consequential damages.

26. **INDEPENDENT CONTRACTOR:** This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that Vendor is an independent contractor pursuant to this Agreement and shall not be considered the City's employee for any purpose.

27. **COMPLIANCE WITH LAWS:** Vendor hereby warrants and agrees that at all times material to this Agreement, Vendor shall perform its obligations in compliance with all applicable federal, state, and local laws, rules, and regulations, including Section 501.171, Florida Statutes. Non-compliance may constitute a material breach of this Agreement.

28. **ASSIGNMENT:** In the event this Agreement or any interests granted herein shall be assigned, transferred, or otherwise encumbered, under any circumstances by Vendor, Vendor must obtain City's prior written consent at least thirty (30) business days before such transfer. For purposes of this Agreement, any change of ownership of Vendor shall constitute an assignment that requires City's approval. Notwithstanding the foregoing, Vendor may, without City's consent, assign this Agreement in whole or in part as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets related to this Agreement. Vendor shall provide City written notice of any such corporate reorganization, consolidation, merger, or sale of substantially all of its assets related to this Agreement within thirty (30) calendar days of such event.

29. **PROHIBITION ON USE OF CITY FUNDS FOR DIVERSITY, EQUITY, AND INCLUSION MATERIAL:** Pursuant to Section 287.139, Florida Statutes, Vendor certifies that it does not, and will not, use any City funds to require its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion, as those terms are defined in Sections 125.595(1) and 166.04971(1), Florida Statutes. This certification applies to any contract or grant executed or renewed on or after January 1, 2027. It restricts only the use of City funds

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and does not apply to equal opportunity or anti-discrimination materials required by state or federal law, or to programs that Vendor funds with its own resources.

30. **AGREEMENT SUBJECT TO FUNDING:** This Agreement shall remain in full force and effect only as long as the expenditures provided for in this Agreement have been appropriated by the City Commission of the City of Boynton Beach in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding. Early termination by City due to loss of funding shall not obligate Vendor to refund any prepaid fees.

31. **ENTIRE AGREEMENT.** This Agreement, including the Master Agreement attached as Exhibit "A," sets forth the entire agreement between the City and the Vendor with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

32. **SEVERABILITY.** If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

33. **ANTI-HUMAN TRAFFICKING**. On or before the Effective Date of this Agreement, Vendor shall provide City with an affidavit attesting that the Vendor does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.

34. **PROHIBITED TELECOMMUNICATIONS EQUIPMENT.** Vendor represents and certifies that Vendor and all subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Vendor represents and certifies that Vendor and all subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the Term of this Agreement.

35. **CONFIDENTIAL INFORMATION:** Subject to Chapter 119, Florida Statutes, Vendor shall not disclose any City information or data, including resident and account data collected through Vendor's technology solutions, to third parties without the City's prior written authorization, except as necessary to perform this Agreement. Vendor shall maintain the confidentiality of any sensitive City information, including information about City facilities, security systems, or operations, that Vendor may encounter while performing this Agreement. City data shall remain the property of the City, and Vendor shall return it to the City in a commonly used format upon request or upon termination of this Agreement.

36. **VENDOR'S PERSONNEL:** Vendor shall employ only competent, properly trained personnel to perform services under this Agreement, and shall ensure that all personnel working on City property or in residential areas conduct themselves in a professional manner. The City may require Vendor to remove any personnel from performing services under this Agreement if the City reasonably determines such personnel pose a security risk,

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perform unsatisfactory work, or engage in inappropriate conduct.

37. **FORCE MAJEURE:** If the performance of this Agreement, or any obligation hereunder, is prevented by reason of hurricane, earthquake, or other casualty caused by nature, epidemic, pandemic, or other public health emergency, or by labor strike, war, or by a law, order, proclamation, regulation, or ordinance of any governmental agency (collectively, "Force Majeure Event"), the Party so affected, upon giving prompt notice to the other Party, shall be excused from such performance to the extent of such prevention, provided that the affected Party shall first have taken reasonable steps to avoid and remove such cause of non-performance, shall continue to take reasonable steps to prevent and remove such cause, and shall promptly resume performance whenever such causes are removed. If such inability to perform exceeds sixty (60) consecutive days, the Party that was not prevented from performance may terminate this Agreement upon written notice to the other Party.

38. **NO LIEN:** Vendor shall not permit any lien, attachment, or other encumbrance to be filed or recorded against the City, any City property, or any money due or to become due for any goods furnished or work performed under this Agreement.

39. **NON-EXCLUSIVE:** This Agreement is non-exclusive. The City may purchase the same or similar goods and services from other sources.

40. **RECORDS AND AUDIT:** Vendor shall retain records relating to purchases under this Agreement, including quotes, purchase orders, invoices, and delivery records, for five (5) years after final payment, and shall make such records available to the City for inspection upon reasonable notice during normal business hours.

41. **NON-DISCRIMINATION:** Vendor and any subcontractors shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

42. **THIRD-PARTY BENEFICIARIES:** Neither Vendor nor the City intends to primarily or directly benefit a third party by this Agreement. There are no third-party beneficiaries to this Agreement, and no third party shall be entitled to assert a right or claim against either Party based upon this Agreement.

43. **WAIVER:** The City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or a modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach. To be effective, any waiver must be in writing and signed by an authorized signatory of the Party granting the waiver.

44. **NO CONSTRUCTION AGAINST DRAFTER; HEADINGS:** The Parties have both participated in the negotiation and preparation of this Agreement, and it shall not be construed more strictly against either Party. The headings in this Agreement are for convenience of reference only and shall not affect its interpretation.

Signature Page to follow

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

CITY OF BOYNTON BEACH, FLORIDA

_____
Rebecca Shelton, Mayor

Approved as to Form:

_____
Shawna G. Lamb, City Attorney

Attested/Authenticated:

_____
Tammy Stanzione, City Clerk

REHRIG PACIFIC COMPANY

Signed by:
Eric Chambers
8481A0A76BBD419...
(Signature), Rehrig Pacific Company

Eric Chambers
Print Name of Authorized Official

Vice President of Sales
Title

(Corporate Seal)

Attested/Authenticated:
Signed by:
Eric Chambers
8481A0A76BBD419...
(Signature), Witness

Eric Chambers
Print Name

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EXHIBIT "A"
MASTER AGREEMENT BETWEEN SOURCEWELL
AND REHRIG PACIFIC COMPANY
(AGREEMENT NO. 120324-REH)